

**NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE**

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

**DEED OF TRUST INFORMATION:**

Date: January 13, 2006

Grantor(s): Valerie M. Garza, a single woman

Original Mortgagee: The United States of America acting through the Rural Housing Service or Successor agency, United States Department of Agriculture

Original Principal: \$115,000.00

Recording Information: Volume 444, Page 474

Property County: Caldwell

Property: Lot Three (3), Block Three (3), SECTION 1, WINDRIDGE ADDITION SECTIONS 1 & 2, an addition to the City of Lockhart, Caldwell County, Texas, according to the map or plat thereof, recorded in Plat Cabinet B, Slide 14, Caldwell County Plat Records. Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any taxing authority; and taxes for 2006, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes; and the following specific exceptions, to the extent they validly exist:(1) The following restrictive covenants of record itemized below: Volume 294 at Page 404, Official Public Records of Caldwell County, Texas. Volume 296 at Page 12, Official Public Records of Caldwell County, Texas. Omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.(2) Twenty foot (20') building setback along the front property line as shown on the plat recorded in Plat Cabinet A, Slide 191, Caldwell County Plat Records.(3) Ten foot wide (10') public utility easement parallel and adjacent to all streets as shown on the plat recorded in Plat Cabinet A, Slide 191, Caldwell County Plat Records. (4) Five foot (5') building setback along all interior side lot lines as shown on the

PLG File Number: 20-029030-1

Filed this 25<sup>th</sup> day of Feb 2021  
11:13 A M

TERESA RODRIGUEZ  
COUNTY CLERK, CALDWELL COUNTY, TEXAS  
By Brenda Flores Deputy  
Brenda Flores



plat recorded in Plat Cabinet A, Slide 191, Caldwell County Plat Records.(5) Ten foot (10') building setback along the rear property line as shown on the plat recorded in Plat Cabinet A, Slide 191, Caldwell County Plat Records.

Property Address: 1520 Windridge Drive  
Lockhart, TX 78644

**MORTGAGE SERVICING INFORMATION:**

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: United States Department of Agriculture, Rural Housing Service  
Mortgage Servicer: USDA Rural Development  
Mortgage Servicer 4300 Goodfellow Blvd  
Address: Bldg. 105F, FC 215  
St. Louis, MO 63120

**SALE INFORMATION:**

Date of Sale: April 6, 2021  
Time of Sale: 1:00 pm or within three hours thereafter.  
Place of Sale: Outside the main entrance of the new Caldwell County Justice Center, located at 1703 S. Colorado St., Lockhart, Texas 78644 or, if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court.  
Substitute Trustee: Sharlet Watts, Angela Zavala, Michelle Jones, Richard Zavala, Jr., Deanna Ray, or Cheyenne Zokaie, any to act  
Substitute Trustee Address: 5501 East LBJ Frwy, Ste. 925  
Trustee Address: Dallas, TX 75240

WHEREAS, the above-named Grantor previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared, such default was reported to not have been cured, and all sums secured by such Deed of Trust are declared immediately due and payable.

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Sharlet Watts, Angela Zavala, Michelle Jones, Richard Zavala, Jr., Deanna Ray, or Cheyenne Zokaie, any to act, have been appointed as Substitute Trustees and authorized by the Mortgage Servicer to enforce the power of sale granted in the Deed of Trust; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note is hereby accelerated, and all sums secured by the Deed of Trust are declared to be immediately due and payable.
2. Sharlet Watts, Angela Zavala, Michelle Jones, Richard Zavala, Jr., Deanna Ray, or Cheyenne Zokaie, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. This sale shall be subject to any legal impediments to the sale of the Property to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien imposed by the Deed of Trust.
4. No warranties, express or implied, including but not limited to the implied warranties of



merchantability and fitness for the particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be sold "AS-IS", purchaser's will buy the property "at the purchaser's own risk" and "at his peril" and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interest of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.

5. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.

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