

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: April 17, 2012
Grantor(s): Nellie M. Darby
Original Mortgagee: United States of America, acting through The Rural Housing Service or successor agency, United States Department of Agriculture
Original Principal: \$78,220.00
Recording Information: 2012004802
Property County: Liberty

at 10:10 FILED o'clock A M

JAN 12 2023

LEE H. CHAMBERS
COUNTY CLERK, LIBERTY COUNTY, TEXAS
BY: [Signature] DEPUTY

Property:

EAST 1/2 OF LOT 63 OF ABSHIER SUBDIVISION OF LOT 4 IN OUTER BLOCK 17, AN ADDITION IN THE LIBERTY TOWN EAST LEAGUE SURVEY, A-359, LIBERTY COUNTY, TEXAS. ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 41 OF THE MAP RECORDS OF LIBERTY COUNTY, TEXAS. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS. TO-WIT: FIELD NOTES OF A TRACT OF LAND CONTAINING 0.1047 ACRES SITUATED IN THE EAST LIBERTY TOWN LEAGUE, ABSTRACT 359, LIBERTY COUNTY, TEXAS AND BEING CONVEYED TO HAROLD WAYNE JORDAN AND WIFE, LAURA ANN JORDAN RECORDED BY DEED IN VOLUME 1009, PAGE 910 OF THE DEED RECORDS OF LIBERTY COUNTY, TEXAS, BEING CALLED THE EAST ONE-HALF (1/2) OF LOT 63, OF ABSHIER SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 41 OF THE MAP RECORDS OF LIBERTY COUNTY, TEXAS AND BEING OUT OF LOT 4, OUTER BLOCK 17, OF THE CITY OF LIBERTY, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 137 OF THE MAP RECORDS OF LIBERTY COUNTY, TEXAS. SAID 0.1047 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: NOTE: THE WEST RIGHT-OF-WAY OF CANFIELD STREET WAS USED FOR THE CONTROL BEARING OF THIS TRACT. BEGINNING AT A 1/2" IRON PIPE, FOUND, IN THE COMMON LINE OF SAID LOT 63 AND LOT 64, BEING THE NORTHEAST CORNER OF THE CALLED WEST ONE-HALF (1/2) OF LOT 63 CONVEYED TO JAMES JASON NOLAN AND WIFE, MARY BETH NOLAN RECORDED BY DEED IN VOLUME 1839, PAGE 239 OF THE OFFICIAL PUBLIC RECORDS OF LIBERTY COUNTY, TEXAS AND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT: THENCE, EAST, ALONG THE COMMON LINE OF SAID LOTS 63 AND 64, A DISTANCE OF 91.25 FEET TO A 5/8" IRON ROD, FOUND, IN THE WEST RIGHT-OF-WAY OF CANFIELD STREET, BEING THE COMMON EAST CORNER OF SAID LOTS 63 AND 64 AND FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED: THENCE, SOUTH, ALONG THE WEST RIGHT-OF-WAY OF SAID CANFIELD STREET AND THE EAST LINE OF SAID LOT 63, A DISTANCE OF 50.00 FEET TO A 5/8" IRON ROD, FOUND, FOR THE COMMON EAST CORNER OF LOTS 62 AND 63 AND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT: THENCE, WEST, ALONG THE COMMON LINE OF SAID LOTS 62 AND 63, A DISTANCE OF 91.25 FEET TO A 1/2" CAPPED IRON ROD MARKED RPLS 1777, SET, BEING THE SOUTHEAST CORNER OF SAID WEST ONE-HALF (1/2) OF LOT 63 AND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT. THENCE, NORTH, ALONG THE EAST LINE OF SAID WEST ONE-HALF (1/2) OF LOT 63, A DISTANCE OF 50.00 FEET TO THE "POINT OF BEGINNING" AND CONTAINING 0.1047 ACRES OF LAND.

Property Address: 829 Canfield
Liberty, TX 77575

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 4, 2023**

Time of Sale: **10:00 AM or within three hours thereafter.**
Place of Sale: **SOUTH SIDE OF THE COURTHOUSE- 1923 SAM HOUSTON AT THE FRONT STEPS OF THE COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE 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: **Tommy Jackson, Keata Smith, Stephanie Hernandez or Carolyn Ciccio, or Michael J. Burns, any to act**
Substitute Trustee Address: **5501 LBJ Freeway, Suite 925
Dallas, TX 75240
TXAttorney@PadgettLawGroup.com**

**After January 15, 2023: 546 Silicon Drive, Suite 103
Southlake, TX 76092
TXAttorney@PadgettLawGroup.com**

APPOINTMENT OF SUBSTITUTE TRUSTEE:

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

The undersigned is the attorney for the mortgagee and/or mortgage servicer, and in such capacity does hereby remove the original trustee and all successor substitute trustees under the above-described Deed of Trust and appoints in their place Tommy Jackson, Keata Smith, Stephanie Hernandez or Carolyn Ciccio, or Michael J. Burns, any to act, whose address is c/o Padgett Law Group, 5501 LBJ Freeway, Suite 925, Dallas, TX 75240 (after January 15, 2023: 546 Silicon Drive, Suite 103, Southlake, TX 76092) as Substitute Trustee, who shall hereafter exercise all powers and duties to set aside the said original trustee under said Deed of Trust, and further does hereby request, authorize, and instruct said Substitute Trustees to conduct and direct the execution of remedies set aside to the beneficiary therein.

WHEREAS, the above-named Grantor(s) 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 under said Deed of Trust has been hereby removed and the herein described Substitute Trustees, 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. The herein appointed Substitute Trustees, 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.

Michael J. Burns

CERTIFICATE OF POSTING

My name is Stephanie Hernandez, and my address is c/o Padgett Law Group, 5501 LBJ Freeway, Suite 925, Dallas, TX 75240 (after January 15, 2023: 546 Silicon Drive, Suite 103, Southlake, TX 76092). I declare under penalty of perjury that on 1/12/2023, I filed at the office of the Liberty County Clerk to be posted at the Liberty County courthouse this notice of sale.

Declarant's Name: Stephanie Hernandez

Date: 1/12/2023

Padgett Law Group
5501 LBJ Freeway, Suite 925
Dallas, TX 75240
TXAttorney@PadgettLawGroup.com
(850) 422-2520

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