

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: **June 16, 2025**
Grantor(s): **Joshua Shelby, a Married Man, and Jilliam Shelby**
Original Mortgagee: **Mortgage Electronic Registration Systems, Inc., as beneficiary New American Funding, LLC**
Original Principal: **\$338,751.00**
Recording Information: **223999-2025**
Property County: **Lamar**
Property: **See Exhibit "A"**
Property Address: **6792 US Highway 271 North Powderly, TX 75473**

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: **New American Funding, LLC**
Mortgage Servicer: **New American Funding**
Mortgage Servicer Address: **8201 North FM 620 Suite 120 Austin, TX 78726**

SALE INFORMATION:

Date of Sale: **May 5, 2026**
Time of Sale: **1:00 PM or within three hours thereafter.**
Place of Sale: **The east foyer, just inside the first-floor east entrance to the Lamar County Courthouse 119 North Main Street, Paris, Texas or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioners Court.**
Substitute Trustee: **Agency Sales and Posting, LLC, and Padgett Law Group, any to act**
Substitute Trustee Address: **546 Silicon Dr., Suite 103 Southlake, TX 76092**

PLG File Number: 26-002141-1

RECEIVED BY
LAMAR COUNTY CLERKS OFFICE
ON THIS THE 5th DAY OF Mar. 25.

1

Resolve

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, any to act, those substitute trustees identified in the SALE INFORMATION section of this notice, whose address is c/o Padgett Law Group, 546 Silicon Dr., 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 / Paige Jones/ Gabrielle A. Davis/ Ronny George

CERTIFICATE OF POSTING

My name is _____, and my address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on _____, I filed at the office of the Lamar County Clerk to be posted at the Lamar County courthouse this notice of sale.

Declarant's Name: _____

Date: _____

Padgett Law Group
546 Silicon Dr., Suite 103, Southlake, TX 76092
(850) 422-2520

WITNESS MY HAND this _____ day of _____, _____.

Jim Nelson
dba



Nelson Surveying Company

920 North Main Street Paris, Texas 75460

903-785-3551 fax 903-785-3399 e-mail: nelsonsurveying@suddenlink.net

Jim Nelson, owner

J. M. Nelson, Registered Professional Land Surveyor of Texas, #4025

These field notes are for use only by the "group or persons" certified to. Surveyor assumes no liability for any modification or unauthorized copies.

FIELD NOTES

Situated about 8.9 miles North 9° East of the City of Paris, County of Lamar, and State of Texas, part of the H. Page Survey #1105, and being a called 5.408 acre tract of land conveyed to Randell A. Matthews et ux by deed recorded in Vol. 1214, Page 144, in the Real Property Records of said County and State.

Beginning at a 3/8" spike nail (s) for corner at the Southwest corner of said Matthews 5.408 acre tract and at the Northwest corner of a tract of land conveyed to Johnny W. Shawart by deed recorded in Vol. 567, Page 280, in the Deed Records of said County and State.

Thence North 89°39'15" East a distance of 743.25 feet to a 3/8" spike nail (s) for corner at the Southeast corner of said Matthews 5.408 acre tract, at the Northeast corner of said Shawart tract, and in the West Boundary Line of a called 10 acre tract of land conveyed to Charles T. Shaffer by deed recorded in Vol. 583, Page 25, in said Deed Records;

Thence with a fence along the East Boundary Line of said Matthews 5.408 acre tract as follows: North 0°35'10" West a distance of 106.06 feet to a 3/8" iron pin (f) at the Southwest corner of a called 5.039 acre tract of land conveyed to Mary Louise Thompson by deed recorded in Vol. 358, Page 236, in said Real Property Records, said Thompson 5.039 acre tract originally being part of said Shaffer 10 acre tract; North 1°30'04" West along the West Boundary Line of said Thompson 5.039 acre tract a distance of 179.51 feet to a 3/8" spike nail (s) for corner at the Northeast corner of said Matthews 5.408 acre tract and at the Southeast corner of tract 2, a called 1.92 acre tract of land conveyed to James Davidson et ux by deed recorded in Vol. 907, Page 299, in said Real Property Records;

Thence North 86°37'09" West a distance of 652.11 feet to a 3/8" spike nail (s) for corner at the Northwest corner of said Matthews 5.408 acre tract and at the Southwest corner of said Davidson 1.92 acre tract;

Thence South 14°45'00" West (reference bearing) along the East Boundary Line of U.S. Hwy. 271 a distance of 339.63 feet to the place of beginning and containing 4.932 acres of land.

I, **J.M. Nelson, Registered Professional Land Surveyor of Texas, #4025**, certify to Terry Loftin, that the above depicted and described tract of land was taken from an actual survey made on the ground and completed under my supervision on the 6th day of February, 2012, that the Plat, the Field Notes, and the Legend/General Notes, are to be one document and are to be recorded as one, that there doesn't appear to be any visible improvements, easements or encroachments other than those shown thereon, and that this tract of land does not appear to lie in a flood zone as indicated by Map 48277C0200C of the Flood Insurance Rate Maps.



J.M. Nelson, RPLS of Texas, #4025

2-6-12
date

Exhibit A