

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: March 4, 1983
Grantor(s): Mary J. Fletcher
Original Mortgagee: Farmers Home Administration, United States Department of Agriculture
Original Principal: \$35,250.00
Recording Information: Book 195, Page 769
Property County: Van Zandt

Property: Van Zandt
FIRST TRACT: All that certain lot, tract or parcel of land situated in the GEORGE W. SHELTON SURVEY, A-772, same being part of a called 71.0 acre tract of land described as "First Tract" as found in Warranty Deed dated July 5, 1979 from Smedley Crow to Mrs. Kenneth Fletcher and Joe M. Crow as found recorded in Volume 919 Page 657, of the Deed Records of Van Zandt County, Texas, and being more fully described as follows:
BEGINNING at a 60 d nail set in the center of a community oil road, same being the Northwest corner of the residue of said 71.0 acre tract and the Northwest corner of this;
THENCE South 77 deg 35 min 33 sec East 200.0 feet to a 60 d nail set in the center of said road for the Northeast corner of this;
THENCE South 3 deg 26 min 5 sec West passing a 1/2" I.R. at 20.0 feet and continuing for a total of 114.69 feet to a 1/2" I.R. set for the Southeast corner of this;

THENCE North 75 deg 06 min 55 sec West 201.50 feet to a 1/2" I.R. set in the West line of said 71.0 acre tract of land for the Southwest corner of this;
THENCE North 3 deg 26 min 15 sec East 105.87 feet with the West line of said 71.0 acre tract to the place of beginning, containing 0.50 acre.
SECOND TRACT: All that certain lot, tract or parcel of land situated in the GEORGE W. SHELTON SURVEY, A-772, same being part of a called 2.00 acre tract of land as found in Warranty Deed dated February 21, 1980, from Mary Fletcher to B.B. Chappel as found recorded in Volume 927 Page 642, of the Deed Records of Van Zandt County, Texas, and being more fully described as follows;
BEGINNING at a 1/2" I.R. found for the Northwest corner of said 2.00 acre tract of land, the Southwest corner of Mary Fletcher's 0.50 acre tract of land, and for the Northwest corner of this;

THENCE South 75 deg 06 min 55 sec East 201.56 feet along the North line of said 2.00 acre tract of land, and along the South line of said Mary Fletcher's 0.50 acre tract of land to a 1/2" I.R. found for the Northeast corner of said 2.00 acre tract of land, the Southeast corner of said Mary Fletcher's 0.50 acre tract of land, and for

FILED FOR RECORD
2019 SEP 26 PM 1:49
SUSAN STRICKLAND
COUNTY CLERK, VAN ZANDT CO., TX
BY _____
DEP

the Northeast corner of this;
THENCE South 03 deg 26 min 15 sec West 165.38 feet along the East occupied line of said 2.00 acre tract of land to a 1/2" I.R. set for the Southeast corner of this;
THENCE North 75 deg 06 min 55 sec West 201.56 feet to a 1/2" I.R. set in the West occupied fence line of said 2.00 acre tract of land for the Southwest corner of this;
THENCE North 03 deg 26 min 15 sec East 165.38 feet along the West occupied fence line of said 2.00 acre tract of land to the place of beginning, containing 0.75 of an acre of land.
This described 0.75 acre tract of land being subject to a 30 foot R O W Easement previously granted.

Property Address: 1008 VZ CR 3809
Wills Point, TX 75169

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: USDA Rural Development
Mortgage Servicer: USDA Rural Development
Mortgage Servicer 4300 Goodfellow Blvd
Address: Bldg. 105F, FC 215
St. Louis, MO 63120

SALE INFORMATION:

Date of Sale: November 5, 2019
Time of Sale: 10:00 am or within three hours thereafter.
Place of Sale: The steps of the north entrance to the Van Zandt County Courthouse or, if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court.
Substitute Randy Daniel, Cindy Daniel, Jim O'Bryant or Alexander Wolfe, any to act
Trustee:
Substitute 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 Randy Daniel, Cindy Daniel, Jim O'Bryant or Alexander Wolfe, 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. Randy Daniel, Cindy Daniel, Jim O'Bryant or Alexander Wolfe, 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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