

**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: December 14, 1988  
Grantor(s): Carolyn F. Cranford  
Original Mortgage: Farmers Home Administration, United States Department of Agriculture  
Original Principal: \$38,000.00  
Recording Information: Book 1162, Page 729  
Property County: Van Zandt

Property:

All that certain lot, tract or parcel of land situated in Van Zandt County, Texas, being a part of the J. MURRY SURVEY, Abstract 605, being the North 20 feet of Lot 10 and all of Lot 11 of Block 3 of the Original Townsite Addition to the City of Wills Point, Texas:  
BEGINNING at a car axle found set in the West Line of said Lot 10, Block 3; same being the East Line of 6th Street at a point 180 feet North 04 deg 50' East from the point of intersection of the East Line of said 6th Street with the North Line of Cedar Street;  
THENCE North 04 deg 50' East along the West line of said Lots 10 and 11 and the East line of said 6th street a total distance of 69.50 feet to a 1/2" iron rod set for the North West corner of this lot in the South line of North Street;  
THENCE South 84 deg 10' 13" East along the North line of said lot and the South Line of said street 115.02 feet to a 1/2" iron rod set for corner in the West line of an alley;  
THENCE South 04 deg 50' West along the East Line of said lots and the West line of said alley 67.50 feet to a 1/2" iron rod set for corner in same;  
THENCE North 85 deg 10' West 115 feet to the place of beginning, containing 7,877 square feet of land.  
Being the same land described in Deed of Trust executed by Tommy Jo Rodden, a single man to Jack Etheridge, Trustee for THE BANK of Van Zandt, Canton, Texas, dated July 18, 1988, recorded in Volume 1151 Page 170 of the Real Records of Van Zandt County, Texas.

Property Address: 428 North 6th Street  
Wills Point, TX 75169

PLG File Number: 19-009231-1

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

**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 Trustee: **Randy Daniel, Cindy Daniel, Jim O'Bryant or Alexander Wolfe, any to act**  
Substitute Trustee: **Randy Daniel, Cindy Daniel, Jim O'Bryant or Alexander Wolfe, any to act**  
Substitute Trustee: **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 Trustee 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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