

DEC 13 2022

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALESUSAN STRICKLAND
COUNTY CLERK, VAN ZANDT CO., TX
BY _____, DEP

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: May 14, 2009

Grantor(s): Wayland C. Edwards and Nancy Edwards, Husband and Wife

Original Mortgagee: Bank of America, N.A., a National Banking Association

Original Principal: \$358,500.00

Recording Information: 2009-004380

Property County: Van Zandt

Property: ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE ELDER CAREW SURVEY, A-132, VAN ZANDT COUNTY, TEXAS, SAME BEING ALL OF A CALLED 6.0 ACRE TRACT AS FOUND IN DEED DATED OCTOBER 7, 1983 FROM ROGER R. ARNOLD TO WAYLAND C. EDWARDS ET US, NANCY S. EDWARDS AS FOUND RECORDED IN VOL. 1016, PAGE 51 OF THE REAL RECORDS OF VAN ZANDT COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT WITHIN COUNTY ROAD 1215 FOR THE EAST CORNER OF SAID 6.0 ACRE TRACT, SAME BEING THE EAST CORNER OF THIS, FROM WHICH A 1" PIPE WAS FOUND AND USED FOR A REFERENCE BEARS NORTH 43 DEG. 00 MIN. 30 SEC. WEST 30.95 FEET; THENCE: SOUTH 45 DEG. 03 MIN. 29 SEC. WEST 203.94 FEET WITH SAID ROAD (ROAD), AND WITH THE SOUTHEAST (THE SOUTHEAST) LINE OF SAID 6.00 ACRE TRACT TO A POINT FOR THE SOUTH CORNER OF SAID 6.0 ACRE TRACT, FROM WHICH A 1/2" IRON ROD REFERENCE WAS SET (SET) BEARS NORTH 42 DEG. 56 MIN. 24 SEC. WEST 31.00 FEET; THENCE: NORTH 42 DEG. 56 MIN. 24 SEC. WEST 1286.85 FEET WITH THE SOUTHWEST (SOUTHWEST) LINE OF SAID 6.0 ACRE TRACT TO A 1/2" IRON ROD SET FOR THE NORTH CORNER OF SAME; THENCE: SOUTH 43 DEG. 00 MIN. 30 SEC. EAST 1272.22 FEET WITH THE NORTHEAST LINE OF SAID 6.0 ACRE TRACT TO THE PLACE OF BEGINNING AND CONTAINING 5.97 ACRES OF LAND.

Property Address: 1983 VZ County Road 1215
Canton, TX 75103

MORTGAGE SERVICING INFORMATION:

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

**Current Mortgagee: Hogar Hispano Inc.
Mortgage Servicer: BSI Financial Services
Mortgage Servicer 314 S Franklin St.
Address: Titusville, PA 16354**

SALE INFORMATION:

**Date of Sale: January 3, 2023
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 AS DESIGNATED BY THE COUNTY COMMISSIONER'S
OFFICE.
Substitute Randy Daniel, Cindy Daniel, Jim O'Bryant, or Michael J. Burns, Vrutti Patel, or
Trustee: Jonathan Smith, any to act
Substitute 5501 LBJ Freeway, Suite 925
Trustee Address: Dallas, TX 75240
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 Randy Daniel, Cindy Daniel, Jim O'Bryant, or Michael J. Burns, Vrutti Patel, or Jonathan Smith, any to act, whose address is c/o Padgett Law Group, 5501 LBJ Freeway, Suite 925, Dallas, TX 75240 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 _____, and my address is c/o Padgett Law Group, 5501 LBJ Freeway, Suite 925, Dallas, TX 75240. I declare under penalty of perjury that on _____, I filed at the office of the Van Zandt County Clerk to be posted at the Van Zandt County courthouse this notice of sale.

Declarant's Name: _____

Date: _____

Padgett Law Group
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