

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: February 12, 2010

Grantor(s): Mary F. Patient, Danny R. O`Dell

Original Mortgagee: The United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture

Original Principal: \$59,470.00

Recording Information: Instrument Number 2010-076472

Property County: Lamar

Property: Situated within the City of Reno, County of Lamar, and State of Texas, part of the John Skidmore Survey #888, and being lot 54, of the Walnut Hills Addition, as recorded in Book 7, Page 454-A, in the Plat Records of said County and State, said lot 54 being conveyed to Mabel Hamilton Martinez by deed recorded in Vol. 1456, Page 18, in the Official Records of said County and State.
Beginning at a 3/8" spike nail (s) for corner at the Northwest corner of said lot 54 and at the Northeast corner of lot 55, of said Walnut Hills Addition, said lot 55 being conveyed to R. D. Bastible et ux by deed recorded in Vol. 596, Page 213, in the Real Property Records of said County and State;
Thence South 0deg. 12` 11" East a distance of 117.50 feet to a 3/8" spike nail (s) for corner at the Southwest corner of said lot 54, at the Southeast corner of lot 55, at the Northeast corner of lot 78, of said Walnut Hills Addition, said lot 78 being conveyed to Bryan McCleskey by deed recorded in Vol. 1531, Page 329, in said Real Property Records, and at the Northwest corner of lot 79, of said Walnut Hills Addition, said lot 79 being conveyed to Bryan McCleskey by deed recorded in Vol. 1531, Page 325, in said Real Property Records;
Thence North 89deg. 48` 04" East a distance of 70.00 feet to a 3/8" spike nail (s) for corner at the Southeast corner of said lot 54, at the Northeast corner of said lot 79, at the Northwest corner of lot 80, of said Walnut Hills Addition, said lot 80 being conveyed to Samuel Moore et ux by deed recorded in Instrument 056624-2008, in said Official Records, and at the Southwest corner of lot 53, of said Walnut Hills Addition, said lot 53 being conveyed to James W. Lawrence et ux by deed recorded in Vol. 474, Page 321, in said Real Property Records;
Thence North 0deg. 12` 11" West a distance of 117.50 feet to a 3/8" spike nail (s) for corner at the Northeast corner of said lot 54 and at the Northwest corner of said lot 53;
Thence South 89deg. 48` 04" West (reference bearing) along the South Boundary Line of Lakeview Dr. a distance of 70.00 feet to the place of beginning.

Property Address: 6370 Lakeview Dr.
Reno, TX 75462

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: **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 at 119 North Main Street, Paris, Lamar County 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: **Sue Spasic, Robert LaMont, Sheryl LaMont, Harriet Fletcher, Ronnie Hubbard, Sharon St. Pierre, Allan Johnston, Zoran W. Spasic or Alexander Wolfe, any to act**
Substitute Trustee Address: **5501 East LBJ Frwy, Ste. 925 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 Sue Spasic, Robert LaMont, Sheryl LaMont, Harriet Fletcher, Ronnie Hubbard, Sharon St. Pierre, Allan Johnston, Zoran W. Spasic 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. Sue Spasic, Robert LaMont, Sheryl LaMont, Harriet Fletcher, Ronnie Hubbard, Sharon St. Pierre, Allan Johnston, Zoran W. Spasic 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.

Padgett Law Group
6267 Old Water Oak Road
Suite 203
Tallahassee, FL 33213
(850) 422-2520



Substitute Trustee Robert LaMout
10-14-19