

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

FILED FOR RECORD

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.

2020 JAN 15 10 59 AM
AMY L. VARNELL
CASS COUNTY CLERK

DEED OF TRUST INFORMATION:

Date: August 18, 2004

Grantor(s): Rebecca Scott, a single person and Grace Lawson, a single person

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

Original Principal: \$65,720.00

Recording Information: Book 1240, Page 288, Instrument Number 032884

Property County: Cass

Property: All that certain 0.649 Acre tract of land in the City of Atlanta, Jane Richey Survey, A-877 in Cass Co., TX. Being all of Lots Numbered Eight (8) and Nine (9) in Block 1 of the Cedar Crest Addition as recorded in Vol. 2, Pg. 78 of the Plat Records and also being all of Lot 8 as conveyed to John S. Granberry by Warranty Deed recorded in Vol 1134, Pg. 711 and all of Lot 9, in Block 1, as conveyed to John S. Granberry by Warranty Deed recorded in Vol. 1141, Pg. 630, all in the Real Property Records of Cass Co., TX, said 0.649 Acre tract of land being more particularly described by metes and bounds as follows:
BEGINNING at a 1/2" Rebar w/Cap found in the North line of Crestview Dr. for the Southeast corner of Lot Numbered Seven (7), the Southwest corner of Lot 8 and of this described tract, from which a 1/2" Rebar w/Cap found for the Southwest corner of Lot 7 bears N 89 deg. 42` 49" W, 105.04`;
THENCE N 01deg. 45` 02" E (Bearing Basis Solar Observation), 134.90` along a line to a 1/2" Rebar w/Cap found in a fence and in the South line of a 12.9 Acre tract of land conveyed to M. James Brooks et al. by Warranty Deed recorded in Vol. 495, Pg. 299, for the Northeast corner of Lot 7, the Northwest corner of Lot 8 and this described tract;
THENCE S 89 deg. 51` 29" E, at 103` pass the Northeast corner of Lot 8, the Northwest corner of Lot 9, continuing a total distance of 210.22` along said fence to a 1/2" Rebar (bent) found for the Northwest corner of Lot Numbered Ten (10), the Northeast corner of Lot 9 and of this described tract;
THENCE S 02 deg. 40` 57" W, 135.50` along a line to a 1/2" Rebar set in the North Line of Crestview Dr. for the Southwest corner of Lot 10, the Southeast corner of Lot 9 and this described tract;
THENCE N 89 deg. 42` 49" W, at 108` pass the Southwest corner of Lot 9, the Southeast corner of Lot 8, continuing a total distance of 208.00` along said North line to the Point of Beginning, containing 0.649 Acre of land, more or less.

Property Address: 965 Crestview Drive North
Atlanta, TX 75551

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: **United States Department of Agriculture, Rural Housing Service**
Mortgage Servicer: **USDA Rural Development**
Mortgage Servicer: **4300 Goodfellow Blvd**
Address: **Bldg. 105F, FC 215**
St. Louis, MO 63120

SALE INFORMATION:

Date of Sale: **February 4, 2020**
Time of Sale: **10:00 am or within three hours thereafter.**
Place of Sale: **The north entrance of the north building of the Cass County Law Enforcement and Justice Center facility located at 604 Highway 8 North, Linden, TX 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: **Robert LaMont, Harriett Fletcher, Ronnie Hubbard, Sheryl LaMont or Allan Johnston, any to act**
Substitute Trustee Address: **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.

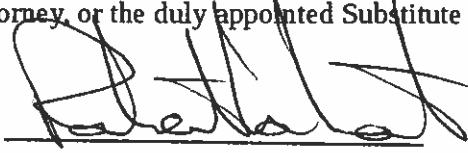
WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Robert LaMont, Harriett Fletcher, Ronnie Hubbard, Sheryl LaMont or Allan Johnston, any to act, have been appointed as Substitute Trustees and authorized by the Mortgage Servicer to enforce the power of 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. Robert LaMont, Harriett Fletcher, Ronnie Hubbard, Sheryl LaMont or Allan Johnston, 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.



Robert La Mout 13 Jan, 2020

Padgett Law Group
6267 Old Water Oak Road
Suite 203
Tallahassee, FL 32313
(850) 422-2520