

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: May 8, 1990
Grantor(s): Gary S. Hamilton and wife, Tonya L. Hamilton. assumed by Doris A. Collier, Lorene Walker
Original Mortgagee: United States of America, acting through the Farmers Home Administration, United States Department of Agriculture
Original Principal: \$35,500.00
Recording Information: Book 874, Page 248
Property County: Cass
Property:

ALL THAT CERTAIN 0.3629 ACRE TRACT OF LAND SITUATED IN THE CITY OF QUEEN CITY IN THE D. M. DAVIDSON SURVEY, A-289, CASS COUNTY, TEXAS, BEING PART OF THE SAME LAND CONVEYED FROM OLLIE SUAREZ TO KENNEDY & ALLDAY REALTY, INC. BY WARRANTY DEED RECORDED IN VOLUME 714, PAGE 528, DEED RECORDS OF CASS COUNTY, TEXAS. SAID 0.3629 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8" IRON ROD FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF TEXAS FARM ROAD 96, FOR THE NORTHEAST CORNER OF THE MAE DAILEY 90' X 100' TRACT AND FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE SOUTH 68° 45' 50" EAST WITH SAID RIGHT-OF-WAY LINE 85.00' TO A 5/8" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT; THENCE SOUTH 12° 37' 30" WEST 170.00' TO A 5/8" IRON ROD SET FOR THE SOUTHEAST CORNER OF THIS TRACT; THENCE NORTH 77° 22' 30" WEST 94.82' TO A 5/8" IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE NORTH 16° 00' EAST AT 83.04' PASS A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE SAID 90' X 100' TRACT, CONTINUING NORTH 16° 00' EAST A TOTAL DISTANCE OF 183.04' TO THE POINT OF BEGINNING, CONTAINING 0.3629, ACRE (15,806.43 SQUARE FEET) OF LAND, MORE OR LESS.

FILED FOR RECORD
2022 DEC 28 AM 10:01
AMY L. VARNELL
CASS COUNTY CLERK

Property Address: 509 West Lanark Street
Queen City, TX 75572

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: **March 7, 2023**
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 AS DESIGNATED BY THE COUNTY
COMMISSIONER'S OFFICE.**

Substitute **Robert LaMont, Harriett Fletcher, Ronnie Hubbard, Sheryl LaMont, Allan Johnston,**
Trustee: **or Michael J. Burns, Vrutti Patel, or 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 Robert LaMont, Harriett Fletcher, Ronnie Hubbard, Sheryl LaMont, Allan Johnston, 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 / Vrutti Patel / Jonathan Smith

CERTIFICATE OF POSTING

My name is Robert La Mont, 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 December 28, 2022, I filed at the office of the Cass County Clerk to be posted at the Cass County courthouse this notice of sale.



Declarant's Name: Robert La Mont

Date: December 28, 2022

Padgett Law Group
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Dallas, TX 75240
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(850) 422-2520