

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 23, 1989
Grantor(s): Frances L. Patterson, a feme sole
Original Mortgagee: United States of America, acting through the Farmers Home Administration, United States Department of Agriculture
Original Principal: \$38,400.00
Recording Information: Book G-5, Page 470, Instrument No. 1494
Property County: Marion
Property: All that certain lot, tract or parcel of land being a part of LOTS 1 and 2, BLOCK 8, GRAY ADDITION and being a 0.196 acre tract of land severed off a 4.003 acre tract of land described in Deed from Louis Broods to Ken L. Anderson and recorded in Volume 427, Page 438, Marion County Deed Records. Said 0.196 acre tract more particularly described as follows: BEGINNING at an old 3/8" re-bar at the intersection of the West line of Gray Avenue with the North line of Tom Green Street for the Southeast corner of said 0.196 acres. Re-bar also the most Southern Southeast corner of original 4.00 acres; THENCE along the North line of Tom Green Street, West, 125.0 feet to an old 3/8" re-bar for the Southwest corner. Re-bar also the Southwest corner of said 4.003 acres; THENCE North 68.45 feet to a 3/8" re-bar for the Northwest corner; THENCE East 125.0 feet to a 3/8" re-bar in the West line of Gray Avenue for the Northeast corner; THENCE South 68.45 feet to the PLACE OF BEGINNING containing 0.196 acres of land, more or less.
Property Address: 601 West Watson
Jefferson, TX 75657

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 Address: 4300 Goodfellow Blvd
Address: Bldg. 105F, FC 215
St. Louis, MO 63120

SALE INFORMATION:

Date of Sale: February 2, 2021
Time of Sale: 10:00 am or within three hours thereafter.

PLG File Number: 20-028774-1

FILED FOR RECORD
21 JAN -7 AM 8:25
RECEIVED
COUNTY CLERK, MARION CO
MARION COUNTY, TEXAS
BY _____

Place of Sale: **The Austin Street Courthouse door 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, Sheryl LaMont, Ronnie Hubbard, Sharon St. Pierre, Allan Johnston, or Cheyenne Zokaie, 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 Robert LaMont, Sheryl LaMont, Ronnie Hubbard, Sharon St. Pierre, Allan Johnston, or Cheyenne Zokaie, 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, Sheryl LaMont, Ronnie Hubbard, Sharon St. Pierre, Allan Johnston, or Cheyenne Zokaie, 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



Posted by Sheryl LaMont 01-07-2021
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