

**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:	July 11, 1986	FILED FOR RECORD 22 OCT - 6 AM 11:35 DO. OF COMM. MARION CO DEANE SMITH DEPUTY
Grantor(s):	Atwar Howard	
Original Mortgagee:	United States of America, through the Farmers Home Administration, Unit 1 States Department of Agriculture	
Original Principal:	\$38,000.00	
Recording Information:	Book V-4, Page 753	
Property County:	Marion	
Property:		

All that certain lot, tract or parcel of land, being a certain 1.048 acre tract or parcel of land situated in the Godfrey Ethridge Survey, A-123, Marion County, Texas, and being severed from Joan Williams 8.44 acre portion of an original 25 acres described in Volume N-1, Page 608 of the Deed Records of Marion County, Texas, and the 1.048 acre being more particularly described as follows:  
Commencing at a 3/8" iron rod at a fence corner at the Southwest corner of the original 25 acres; Thence N 01°05'07" E 312.05 feet along a fence on the West line of the original 25 acres and the West line of the Williams 8.44 acres to an iron rod at the Southwest corner of the 1.048 acre for the Place of Beginning of this described tract; Thence N 01°05'07" E 110.02 feet along the same to an iron rod at the Northwest corner of the 1.048 acre; Thence East 414.30 feet along a marked line to an iron rod at the Northeast corner of the 1.048 acre; Thence S 00°10'30" W along a marked line passing the Northwest corner of Mrs. Atwar Howard's 0.1253 acre Lot 11 at 58.00 feet and continuing in all 110.00 feet to an iron rod at the Southwest corner of Lot 11 and the Southeast corner of the 1.048 acre; Thence West along a marked line passing the Northwest corner of Lot 10 at 50.00 feet and continuing in all 416.5 feet to the Place of Beginning and containing 1.048 acre of land. Being the same land described in that certain Warranty Deed dated September 6, 1985, executed by Joann Williams to Atwar Howard, recorded in Volume 489, Page 343, Deed Records, Marion County, Texas. Together With The Following Described Access Easement: That certain 0.053 acre Road Easement traversing across Lot 11 of the Dan Owens Subdivision, situated in the Godfrey Ethridge Survey, A-123, Marion County, Texas, said Dan Owens Subdivision being recorded in Cabinet "A", Slide 240 of the Plat Records of Marion County, Texas, and the 0.053 acre Road Easement being more particularly described as follows:

Beginning at a 60d spike in the West right of way line of State Hwy. 43 from whence the Northeast corner of said Lot 11 bears N 00°10'28" East 5.0 feet; Thence S 00°10'28" West 20.0 feet along the West right of way line of State Hwy. 43 to a 60d spike for the Southeast corner of this road easement; Thence West 105.0 feet to a 60d spike in the West line of Lot 11 and the East line of a 1.0 acre tract conveyed to Mrs. Atwar Howard from Joan Williams on September 6, 1985; Thence North 00°10'28" East 20.0 feet along the West line of said Lot 11 and the East line of said 1.0 acre tract to a 60d spike for the Northwest corner of this road easement; Thence East 105.0 feet to the Place of Beginning and containing 0.053 acre of land.

Property Address: 5460 Highway 43  
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: 4300 Goodfellow Blvd  
Address: Bldg. 105F, FC 215  
St. Louis, MO 63120

**SALE INFORMATION:**

Date of Sale: November 1, 2022  
Time of Sale: 10:00 AM or within three hours thereafter.  
Place of Sale: THE AUSTIN STREET COURTHOUSE DOOR OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE 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 Michael J. Burns, Vrutti Patel, or Jonathan Smith, any to act  
Substitute Trustee Address: 5501 LBJ Freeway, Suite 925  
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, Sheryl LaMont, Ronnie Hubbard, Sharon St. Pierre, 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

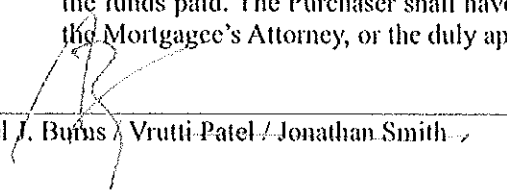
WHEREAS, a default under the Note and Deed of Trust was declared, such default was reported to not have been cured, and all sums secured by such Deed of Trust are declared immediately due and payable.

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;

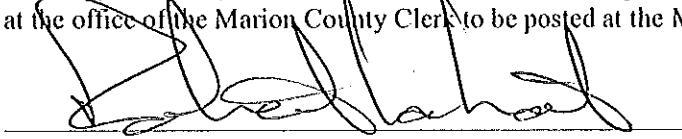
NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

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 October 06, 2022, I filed at the office of the Marion County Clerk to be posted at the Marion County courthouse this notice of sale.



Declarant's Name: Robert La Mont

Date: October 06, 2022

Padgett Law Group  
5501 LBJ Freeway, Suite 925  
Dallas, TX 75240  
TXAttorney@PadgettLawGroup.com  
(850) 422-2520