

**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 10, 2019  
Grantor(s): JOHN DINAN AND WIFE STEPHANIE DINAN  
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR LOANLEADERS OF AMERICA, INC.  
Original Principal: \$232,000.00  
Recording Information: Book 984, Page 26  
Property County: Marion  
Property: ALL THAT CERTAIN 0.73 ACRE TRACT OF LAND SITUATED IN LOT 31, PHASE II, BAYOU RIVER RUN, CARRIE MOSELEY SURVEY, A-569, MARION COUNTY TEXAS, AND BEING A TRACT RECORDED IN VOLUME 674, PAGE 36 OF OFFICIAL PUBLIC RECORDS OF MARION COUNTY, TEXAS AND IN PLAT RECORDS; CABINET B, SLIDE 14 SAID 0.73 ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARING BASIS; PLAT RECORD: VOLUME A, SLIDE 14.)

BEGINNING AT A 5/8" IRON ROD FOUND SAME BEING THE NORTHEAST CORNER OF LOT 32, THE SOUTHEAST CORNER OF LOT 31, AND THIS TRACT;

THENCE: N 73 DEG. 15' 01" W ALONG A COMMON BOUNDARY OF LOT 32, LOT 31, AT 263.94 FEET PASS A 5/8" IRON ROD, AND IN ALL 320.00 FEET TO A POINT IN BIG CYPRESS BAYOU FOR THE NORTHWEST CORNER OF LOT 32 THE SOUTHWEST CORNER OF LOT 31, AND THIS TRACT;

THENCE: N 16 DEG. 43' 29" E, 99.95 FEET TO A POINT FOR THE SOUTHWEST CORNER OF LOT 30, THE NORTHWEST CORNER OF LOT 31, AND THIS TRACT;

THENCE: S 73 DEG. 15' 01" E ALONG A COMMON BOUNDARY OF LOT 30 AND LOT 31, AT 55.00' PASS A 5/8" IRON ROD, AND IN ALL 320.00 FEET TO A 5/8" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF LOT 30, NORTHEAST CORNER OF LOT 31, AND THIS TRACT;

THENCE: S 16 DEG. 43' 29" W, 99.95 FEET TO THE POINT OF BEGINNING, CONTAINING 0.73 ACRES OF LAND, MORE OR LESS.

FILED FOR RECORD  
24 MAY -2 AM 9:42  
KIMBERLY WISE  
CO. CLERK, MARION CO.  
BY *[Signature]* DEPUTY

**TRACT TWO:**

**A THIRTY (30) FOOT WIDE NON-EXCLUSIVE EASEMENT OVER AND ACROSS SAID DAVID LANE SURVEY, A-241 AND CARRIE MOSELEY SURVEY, A-569 AS SHOWN BY PLAT RECORDED IN CABINET B, SLIDE 14, PLAT RECORDS, MARION COUNTY, TEXAS, FOR THE PURPOSE OF ACCESS FROM CR. 3222 (B. WALKER ROAD) OF BAYOU RIVER RUN, PHASE II.**

Property Address: **566 PR 7219  
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: **DLJ Mortgage Capital, Inc.**  
Mortgage Servicer: **Select Portfolio Servicing, Inc.**  
Mortgage Servicer Address: **3217 S. Decker Lake Drive  
Salt Lake City, UT 84119**

**SALE INFORMATION:**

Date of Sale: **June 4, 2024**  
Time of Sale: **10:00 AM or within three hours thereafter.**  
Place of Sale: **The Thomas Jefferson Park, located at 114 W. Austin St., Jefferson, TX 75657 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, Sheryl LaMont, Sharon St. Pierre, Padgett Law Group, Michael J. Burns, Jonathan Smith, Gabrielle A. Davis, or Paige Jones, any to act**  
Substitute Trustee Address: **546 Silicon Dr., Suite 103  
Southlake, TX 76092  
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, any to act, those substitute trustees identified in the SALE INFORMATION section of this notice, whose address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092 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 / Jonathan Smith/ Gabrielle A. Davis/ Paige Jones

### CERTIFICATE OF POSTING

My name is Robert LaMont, and my address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on May 2, 2024, 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 LaMont

Date: May 2, 2024

Padgett Law Group  
546 Silicon Dr., Suite 103  
Southlake, TX 76092  
TXAttorney@PadgettLawGroup.com  
(850) 422-2520