

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 1, 2008

Grantor(s): Melody Jean Fry and Mary Jean Fry

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

Original Principal: \$62,602.80

Recording Information: Volume 290, Page 425

Property County: Mills

Property: **LEGAL DESCRIPTION OF A TRACT OF LAND IN GOLDTHWAITE, MILLS COUNTY, TEXAS Being 0.343 acres of the J.T. Brumfield Survey, Abst. No. 107 in Mills County, Texas, and being the same tract of land described in a deed from Philip Stevens, et ux, to Jason Drosche, dated May 8,2006, as recorded in Vol. 277, Page 260 of the Deed Records of Mills County, Texas; said 0.343 acres being more particularly described as follows: BEGINNING at a 1/2 inch iron pipe found on the east line of Trent Street for the southwest corner hereof and the northwest corner of a tract of land described in a deed to Britt Pierce, et al, as recorded in Vol. 220, Page 327 of said deed records; THENCE North 03 degrees 14` 21" West, with the east line of said Trent Street, 100.00 feet to a 1/2 inch iron pin set for the southwest corner of a 0.476 acre tract of land described in a deed to Alberta Pirkle, as recorded in Vol. 230, Page 322 of said deed records; THENCE North 85 degrees 53` 20" East, with the south line of said 0.476 acre tract, 145.57 feet to a 1/2 inch iron pin set at an old corner post for the southeast corner of said 0.476 acre tract, being on the west line of a 2 acre tract of land described in a deed to Edward Harris, as recorded in Vol. 228, Page 440 of said deed records, and being further described in Vol. 143, Page 294 of said deed records; THENCE South 08 degrees 02` 21" East, with the west line of said 2 acre tract and along the general course of a fence, 99.85 feet to a 3 inch chainlink corner post found for the northeast corner of said Pierce tract; THENCE South 85 degrees 45` 01" West, with the north line of said Pierce tract, 153.94 feet to the PLACE OF BEGINNING, as surveyed on the ground on January 14, 2008, by MAPLES & ASSOCIATES, INC.**

Property Address: 1298 North Trent Street
Goldthwaite, TX 76844

MORTGAGE SERVICING INFORMATION:

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

PLG File Number: 19-018644-1

FILED FOR RECORD
At 1:35 O'Clock P M
FEB 27 2020

CAROLYN FOSTER County & District Clerk
Mills County, Texas
By *Joy Powell* Deputy

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

SALE INFORMATION:

Date of Sale: **April 7, 2020**
Time of Sale: **10:00 am or within three hours thereafter.**
Place of Sale: **The north door of the Mills County Jail 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: **Linda J. Reppert, Howard Whitney or Cole Emert, 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 Linda J. Reppert, Howard Whitney or Cole Emert, 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. Linda J. Reppert, Howard Whitney or Cole Emert, 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 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

Linda J. Reppert
Substitute Trustee