

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 18, 2011**

Grantor(s): **Justin Chad Justice and wife, Tabitha Mandalin Justice**

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

Original Principal: **\$75,000.00**

Recording Information: **2011-001439, Re-recorded as 2011-001825**

Property County: **Eastland**

Property: **Being 2.02 acres of Land out of the Matt Finch Survey, A-134 Eastland County, Texas and being the same land as described in Vol. 1220 Pg. 114 Official Public Records, Eastland County, Texas. BEGINNING at a fence corner found for the northwest corner of said tract from which the southwest Corner of the Matt Finch Survey bears West 3177.59' & South 1165.15' and being called to be the northwest corner of Vol. 1220 Page 114; THENCE S 88°10'37" E with the north line of Vol. 1220 Pg. 114 and the south line of Vol. 173 Pg. 641 Deed Records, Eastland County, Texas passing the west line county Road 454 at 394.41' and continuing a total distance of 420.00' to a nail set in County Road 454 for the northeast corner of Vol. 1220 Pg. 114 and being the northeast corner of this tract; THENCE S 00°40'01" E with the east line of Vol. 1220 Pg. 114 and the west line of Vol. 2228 Pg. 64 official Public records, Eastland County, Texas passing the West line of county Road 454 at 118.45' and continuing a total distance of 210.00' to a 1/2" iron pin set for the southeast corner of Vol. 1220 Pg. 114 for the southeast corner of this tract; THENCE N 88°10'37" W with the south line of Vol. 1220 Pg. 114 a distance 420.00' to a fence corner found for the southwest corner of Vol. 1220 Pg. 114 for the southwest corner of this tract; THENCE N 00°40'01" W with the west line of Vol. 1220 Pg. 114 a distance of 210.00' to the point of beginning having an area of 2.02 acres of land of which 0.05 acres lie in County Road 454.**

Property Address: **302 County Road 454
Eastland, TX 76448**

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**

PLG File Number: 19-014208-3

RECEIVED 9:36 A M.
CATHY JENTHO, COUNTY CLERK
JUN 12 2023
EASTLAND COUNTY, TEXAS
By DR Deputy

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CATHY JENTHO, COUNTY CLERK
JUN 12 2023
EASTLAND COUNTY, TEXAS
by DR Deputy~~

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

SALE INFORMATION:

Date of Sale: **July 5, 2023**
Time of Sale: **1:00 PM or within three hours thereafter.**
Place of Sale: **THE SOUTH ENTRANCE STEPS OF THE EASTLAND COUNTY COURTHOUSE
OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE.**
Substitute **Terry Browder, Laura Browder, Jamie Osborne, Padgett Law Group, Michael J.**
Trustee: **Burns, or Jonathan Smith, any to act**
Substitute **546 Silicon Dr., Suite 103**
Trustee Address: **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.

AB

Michael J. Burns

CERTIFICATE OF POSTING

My name is Tony Brando, 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 6/12/23, I filed at the office of the Eastland County Clerk to be posted at the Eastland County courthouse this notice of sale.

Tony Brando
Declarant's Name: Tony Brando
Date: 6/12/23

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