

**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: **January 17, 2019**  
Grantor(s): **CHISOM LEWIS, A MARRIED MAN JOINED BY HIS SPOUSE, LYNSEY LEWIS, SIGNING PRO FORMA**  
Original Mortgagee: **Mortgage Electronic Registration Ssystems, Inc., solely as nominee for SOUTHWEST STAGE FUNDING, LLC DBA CASCADE FINANCIAL SERVICES**  
Original Principal: **\$138,726.00**  
Recording Information: **Instrument No. 2019-000253**  
Property County: **Eastland**  
Property: **Field notes of a survey of Real Property and Improvements situated on a 5.447 acre tract of land out of and part of Section 51, Block 4, H. & T.C. RR. Co. Survey, Abstract No. 222, Eastland County, Texas. Said land being out of and part of a formerly described Tract One (called 45.50 acre parent tract) and Tract Two (called 40.11 acre parent tract) as conveyed in a deed to Dorothy Ann Noonkester recorded in Document No. 2012-000550, Official Public Records, Eastland County, Texas. Said land being surveyed for Chisom and Lindsey Lewis by virtue of their request and being more particularly described as follows:**

**Beginning at a 5/8" iron rod found in the Southeast line of U.S. Highway 183 for the Southwest corner of this described tract and being the Northwest corner of a called 7.244 acre tract as conveyed in a deed to Karl Edward Kincaid recorded in Document No. 2016-002876, Official Records, Eastland County, Texas. Said point also being the Westernmost corner of the remaining portion of Dorothy Ann Noonkester called 40.11 acre tract and being N 00degrees 00 minutes 00 seconds E, 1925.37 feet and 90 degrees, 00 minutes 00 seconds E, 848.29 feet from the Southwest corner of Section 51.**

**Thence N 44 degrees 53 minutes 56 seconds e, 666.10 feet; with the Southeast line of U.S. Highway 183 as conveyed in a deed to the State of Texas and described as a called 5.28 acre tact of land recorded in Volume 567, Page 334, Deed Records, Eastland County, Texas; same being the Northwest line of this described tract and Dorothy Ann Noonkester called 40.11 acre tract and 45.50 acre tract, to a point for comer from which a found concrete monument bears N 00 degrees 46 minutes 36 seconds W, 1.84 feet and a found 3/4 " pipe bears N 24 degrees 20 minutes 49 seconds E, 0.97 feet.**

PLG File Number: 19-021856-1

RECEIVED 2:20P M.  
CATHY JENTHO, COUNTY CLERK  
JAN 30 2020 1  
EASTLAND COUNTY, TEXAS  
By PS Deputy

**Thence N 49 degrees 14 minutes 17 seconds E, 71.97 feet; with the Southeast line of U.S. Highway 183 and being the Northwest line of this described tract, and Dorothy Ann Noonkester called 45.50 acre described tract.**

**Thence S 36 degrees 01 minutes 41 seconds E, 645.50 feet; with the East line of this described tract and being over and across Dorothy Ann Noonkester called 45.50 acre tract and 40.11 acre tract and 40.11 acre tract, to a 5/8" iron rod found at the base of a 2" metal comer for the Southeast comer of this described tract and being the Northeast comer of Karl Edward Kincaid called 7.244 acre tract.**

**Thence N 89 degrees 47 minutes 49 seconds W, 904.36 feet; with the South line of this described tract and being the North line of Karl Edward Kincaid called 7.244 acre tract to the place of beginning and containing 5.447 acres of land, more or less.**

**Together with that Certain Manufactured Home Vin #'s ATH001541TXA and ATH001541TXB.**

Property Address: **2289 Highway 183  
Cisco, TX 76437**

**MORTGAGE SERVICING INFORMATION:**

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

Current Mortgagee: **Southwest Stage Funding, LLC dba Cascade Financial Services**  
Mortgage Servicer: **Cascade Financial Services**  
Mortgage Servicer **P.O. Box 15035**  
Address: **Suite 150  
Chandler, AZ 85244**

**SALE INFORMATION:**

Date of Sale: **March 3, 2020**  
Time of Sale: **1:00 pm or within three hours thereafter.**  
Place of Sale: **The south entrance steps of the Eastland County Courthouse 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: **Terry Browder, Laura Browder, Marsha Monroe or Cole Emert, 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 Terry Browder, Laura Browder, Marsha Monroe 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. Terry Browder, Laura Browder, Marsha Monroe 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 Mortgagor, the Mortgagee, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.

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