

019

APR 28 2022

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

AT 1:35 O'CLOCK P.M.
 By CARLA KERN
 County Clerk, Mitchell County, Texas
 Deputy

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: April 5, 2013
 Grantor(s): Kerry G. Thompson
 Original Mortgagee: United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture
 Original Principal: \$40,000.00
 Recording Information: Book 796, Page 606
 Property County: Mitchell
 Property: Lot 14, Block 1, of the Seven Wells Subdivision (Mitchell County Plat Records Slide 195) located in Section 76, Block 26, T&P Rwy. Co. Surveys, Mitchell County, Texas. TOGETHER WITH all that land, if any, lying between the platted lakeside line of the said Lot 14 and the actual 2088 ft. elevation above mean sea level; meander line and bounded by extensions of the platted side property line of Lot 30 to the actual 2088 ft. elevation above mean sea level meander line, said meander line being the Texas Electric Service Company, now Texas Utilities Company, property line for Lake Champion as designated in Warranty Deed of record in Volume 179, page 5, Deed Records of Mitchell County, Texas; SAVE AND EXCEPT all that land, if any, lying within the platted Lot 14 and lying between the actual 2088 ft. elevation above mean sea level meander line and platted lakeside line of said Lot 31, said meander line being the Texas Electric Service Company, now Texas Utilities Company, property line for Lake Champion as designated in Warranty Deed of record in Volume 179, page 5, Deed Records of Mitchell County, Texas;
 Property Address: 1235 County Road 175
 Colorado City, TX 79512

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: June 7, 2022

PLG File Number: 19-014584-1

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Time of Sale: **10:00 AM or within three hours thereafter.**
Place of Sale: **THE LOBBY OF THE FIRST FLOOR OF THE MITCHELL COUNTY COURTHOUSE, AT THE EAST DOORS- AREA INCLUDES THE FRONT STEPS OF THE COURTHOUSE, THIS WAS AMENDED BECAUSE OF THE POSSIBILITY OF THE COURTHOUSE BEING CLOSED FOR A HOLIDAY 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: **Terry Browder, Laura Browder, Marsha Monroe, Jamie Osborne, 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 Terry Browder, Laura Browder, Marsha Monroe, Jamie Osborne, 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

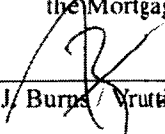
WHEREAS, a default under the Note and Deed of Trust was declared, such default was reported to not have been cured, and all sums secured by such Deed of Trust are declared immediately due and payable.

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

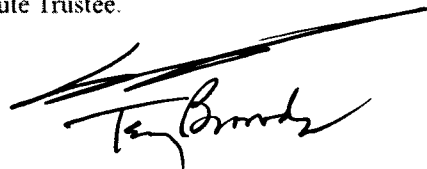
WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

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 _____, 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 _____, I filed at the office of the Mitchell County Clerk to be posted at the Mitchell County courthouse this notice of sale.

Declarant's Name: _____

Date: _____

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