

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.

FILED
AT 12:00 CLOCK P M

NOV 26 2019

AMY FINCHER
County Clerk, County Court at Law
Angelina County, Texas
Administration, MGS

DEED OF TRUST INFORMATION:

Date: **October 18, 1985**
Grantor(s): **Mary C. Feagin**
Original Mortgagee: **United States of America, acting through the Farmers Home Administration, United States Department of Agriculture**
Original Principal: **\$30,600.00**
Recording Information: **Instrument Number 9329**
Property County: **Angelina**

Property: **All that certain tract or parcel of land situated in Angelina County, Texas and being all of Lot No. 1, Block No. 22 and the East 20.00 feet of Lot No. 2, Block No. 22 of the Town of Huntington, Texas, which Map or Plat is of record in Vol. 3, Page 590 of the Deed Records of Angelina County, Texas, to which reference is hereby made for any and all purposes and the said tract or parcel of land being described by metes and bounds as follows, to-wit:
BEGINNING at the N.E. corner of the aforesaid Block No. 22, same being the N.E. corner of the aforesaid Lot No. 1, a 1/2" iron pipe for corner where the S.B. line of Spruce Street intersects the W. B. line of Eighth Street;
THENCE N 60 deg. 00` W with the S.B. line of said Spruce Street, at 70.00 feet a 1/2" iron pipe for corner in the N.B. line of the aforesaid Lot No. 2;
THENCE S 30 deg. 00` W at 110.00 feet intersect the S.B. line of said Lot No. 2, a 1/2" iron pipe for corner in the N.B. line of an alley, whose right-of-way width is 20.00 feet;
THENCE S 60 deg. 00` E with the N.B. line of said alley, at 70.00 feet the S.E. corner of the aforesaid Lot No. 1, a 1/2" iron pipe for corner in the W.B. line of the aforesaid Eighth Street;
THENCE N 30 deg. 00` E with the E.B. line said Lot No.1 and the W.B. line of said Eighth Street, at 110.00 feet the point and place of beginning, containing 0.177 of an acre of land.**

Property Address: **418 Spruce
Huntington, TX 75949**

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: **USDA Rural Development**
Mortgage Servicer: **USDA Rural Development**

Trustee

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

SALE INFORMATION:

Date of Sale: **January 7, 2020**
Time of Sale: **1:00 pm or within three hours thereafter.**
Place of Sale: **The Angelina County Courthouse Annex at 606 East Lufkin Ave., Lufkin, TX, in the hallway outside the Commissioner's Courtroom adjacent to the Atruim; or if the sale occurs on a holiday, sales are to take place on the front steps of the main entrance to the Angelina 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: **Robert LaMont, Sheryl LaMont, David Sims, Allan Johnston, Ronnie Hubbard or Alexander Wolfe, 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 Robert LaMont, Sheryl LaMont, David Sims, Allan Johnston, Ronnie Hubbard or Alexander Wolfe, 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. Robert LaMont, Sheryl LaMont, David Sims, Allan Johnston, Ronnie Hubbard or Alexander Wolfe, 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.

Padgett Law Group *Sheryl LaMont*
6267 Old Water Oak Road *Sheryl LaMont 11-26-19*
Suite 203
Tallahassee, FL 33213
(850) 422-2520

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