

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 10 O'CLOCK M

SEP 14 2021

AMY FINCHER
County Clerk, County Court at Law
Angelina County, Texas
By: [Signature]

DEED OF TRUST INFORMATION:

Date: **November 17, 2011**
Grantor(s): **Terry N. Alvers**
Original Mortgagee: **Mortgage Electronic Registration Systems, Inc. as, as nominee for Capital One, N.A., its successors and assigns**
Original Principal: **\$64,000.00**
Recording Information: **Instrument Number 2011-00286481**
Property County: **Angelina**
Property: **ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND SITUATED IN ANGELINA COUNTY, TEXAS AND BEING LOT NO. SEVEN (7), HOMEWOOD ACRES, A SUBDIVISION IN ANGELINA COUNTY, TEXAS OF RECORD IN CABINET A, SLIDE 153-A OF RECORD IN THE MAP AND PLAT RECORDS OF ANGELINA COUNTY, TEXAS, TO WHICH REFERENCE IS HEREBY FOR ANY AND ALL PURPOSES.**
Property Address: **7000 Mcadams Drive
Lufkin, TX 75901**

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: **NewRez LLC d/b/a Shellpoint Mortgage Servicing**
Mortgage Servicer: **Shellpoint Mortgage Servicing**
Mortgage Servicer Address: **55 Beattie Place, Suite 100 MS 561
Greenville, SC 29601**

SALE INFORMATION:

Date of Sale: **October 5, 2021**
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 Atrium; 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: **Sheryl LaMont, Robert LaMont, Ronnie Hubbard, Allan Johnston, Kathleen Adkins, Evan Press, Reid Ruple, Beatrice Carrillo, John Mccarthy, Kevin Mccarthy, Zach Mccarthy, or Auction.com, any to act**

Substitute **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 Sheryl LaMont, Robert LaMont, Ronnie Hubbard, Allan Johnston, Kathleen Adkins, Evan Press, Reid Ruple, Beatrice Carrillo, John Mccarthy, Kevin Mccarthy, Zach Mccarthy, or Auction.com, 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. Sheryl LaMont, Robert LaMont, Ronnie Hubbard, Allan Johnston, Kathleen Adkins, Evan Press, Reid Ruple, Beatrice Carrillo, John Mccarthy, Kevin Mccarthy, Zach Mccarthy, or Auction.com, 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
6267 Old Water Oak Road
Suite 203
Tallahassee, FL 33213
(850) 422-2520

WITNESS MY HAND this 14th day of September, 2021.

Sheryl LaMont

Sheryl La Mont, Robert La Mont, David Sims,
Allan Johnston, or Ronnie Hubbard