

LIMESTONE COUNTY Kerrie Cobb 200 West State Street Suite 102 Groesbeck, TX 76642 Phone: (254)729-5504	DOCUMENT #: FC-2021-0023 RECORDED DATE: 10/07/2021 01:14:19 PM 	
OFFICIAL RECORDING COVER PAGE		Page 1 of 4
Document Type: FORECLOSURE Transaction Reference: Document Reference:	Transaction #: 849553 - 1 Doc(s) Document Page Count: 3 Operator Id: Clerk	
RETURN TO: () MOLLIE MCCOSLIN PO BOX 148 WORTHAM, TX 76693 903-388-2002	SUBMITTED BY: MOLLIE MCCOSLIN PO BOX 148 WORTHAM, TX 76693 903-388-2002	
<p>DOCUMENT # : FC-2021-0023 RECORDED DATE: 10/07/2021 01:14:19 PM</p> <p>I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Limestone County.</p> <div style="display: flex; align-items: center;">  <div style="text-align: center;">  Kerrie Cobb Limestone County Clerk </div> </div>		

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

***COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

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: **August 31, 2009**

Grantor(s): **David E. Owen and Shelia D. Owen, husband and wife**

Original Mortgagee: **Mortgage Electronic Registration Systems, Inc., as nominee for Southwest Stage Funding, LLC dba Cascade Financial Services**

Original Principal: **\$98,828.00**

Recording Information: **Book 1323, Page 290**

Property County: **Limestone**

Property: **Being all of that certain lot, tract or parcel of land located in the A. Varela Survey Abstract No. 29 and being part of a called 28.58 acre tract of land as described in Deed to Wendell W. Bolton recorded in Volume 936, Page 694 of the Deed Records of Limestone County, Texas. Said lot, tract or parcel of land being more particularly described as follows:**

Beginning at a 1/2" iron rod found at the northeasterly corner of the said Bolton tract, the southeasterly corner of a called 16.22 acre tract of land as described in Deed to Novastar Mortgage, Inc., recorded in Volume 1236, Page 885 of the Deed Records of Limestone County, Texas, and in the westerly line of Limestone County Road No. 455;

THENCE, S 21° 15' 29" E, along the westerly line of the said county road 146.74 feet to a 4" cedar fence corner post at the northerly corner of a called 1.0 acre Michael Bolton tract;

THENCE, S 66° 36' 15" W, along the common line of the said 1.0 acre Bolton tract and this tract 243.90 feet to a 5/8" iron rod found at the westerly corner of the said 1.0 acre Bolton tract and the northerly corner of a called 34.15 acre tract of land as described in Deed to Michael Bolton recorded in Volume 928, Page 816 of the Deed Records of Limestone County, Texas;

THENCE, along the common line of this tract and the said Bolton 34.15 acre tract as follows: S 66° 19' 26" W, 236.82 feet to a 5/8" iron rod found, and S 74° 41' 27" W, 344.68 feet to a 5/8" iron rod set at the southerly corner of this tract and in the northeasterly line of the Union Pacific Railroad right of way;

THENCE, N 40° 48' 17" W, along the common line of this tract and the said railroad right of way 302.61 feet to a 4" cedar fence corner post at the westerly corner of this tract and the southerly corner of the said Novastar tract.

THENCE, along the northerly line of the said Bolton tract, the southerly line of a called 2.00 acre tract of land as described in Deed to Charlotte Ann Lawson Barbosa recorded in Volume 999, Page 456 of the Deed Records of Limestone County, Texas, and the southerly line of the said Novastar tract as follows: S 87° 43' 19" E, 282.07 feet to a point in a pond from which a 8" wood fence post bears N 87° 43' 19" W, 4.46 feet and N 72° 23' 15" E, 667.15 feet to the POINT OF BEGINNING and CONTAINING 3.77 ACRES OF LAND MORE OR LESS. BASIS OF BEARINGS: per Vol. 1233, Pg. 853.

Together with a 2009 CMH Manufacturing, Inc., Manufactured Home Model: 32RLB28503AH09, Serial No. CW2012847TXA/B

Property Address: **256 LCR 455
Mexia, TX 76667**

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: **November 2, 2021**
Time of Sale: **11:00 am or within three hours thereafter.**
Place of Sale: **The front door of the Courthouse, 200 West State Street 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: **Lori Garner, ~~Mollie McCoslin~~, Robert LaMont, Sharon St. Pierre, Sheryl LaMont, David Sims, Allan Johnston, or Ronnie Hubbard, 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 ~~Lori Garner, Mollie McCoslin~~, Robert LaMont, Sharon St. Pierre, Sheryl LaMont, David Sims, Allan Johnston, or Ronnie Hubbard, 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. Lori Garner, Mollie McCoslin, Robert LaMont, Sharon St. Pierre, Sheryl LaMont, David Sims, Allan Johnston, or Rommie Hubbard, 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

