




LIMESTONE COUNTY Kerrie Cobb 200 West State Street Suite 102 Groesbeck, TX 76642 Phone: (254)729-5504	DOCUMENT #: FC-2022-0025 RECORDED DATE: 05/16/2022 04:23:36 PM 	
OFFICIAL RECORDING COVER PAGE		Page 1 of 5
Document Type: FORECLOSURE Transaction Reference: Document Reference:	Transaction #: 936079 - 1 Doc(s) Document Page Count: 4 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-2022-0025 RECORDED DATE: 05/16/2022 04:23:36 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: **December 20, 1990**

Grantor(s): **Malinda Holmes, assumed by Christopher Sheppard**

Original Mortgagee: **United States of America, acting through the Farmers Home Administration, United States Department of Agriculture**

Original Principal: **\$22,000.00**

Recording Information: **Book 841, Page 360**

Property County: **Limestone**

Property: **1.854 acre tract of land situated in the Pedro Varela XI League Grant, Limestone County, Texas, all of that called two (2) acres tract of land described in the deed dated February 5, 1954 from Ed Ellis et ux to Jessie Holmes et ux recorded in Vol. 402, page 22, Deed Records of Limestone County, Texas, and being more particularly described by metes and bounds as follows:**

BEGINNING at a set 1/2" iron rod in the South line of U.S. Highway 84 for Northeast corner of this tract, said corner bears S 72 deg 16' 24" W 243.23 ft. from a concrete highway R.O.W. marker which is 60 ft. perpendicular from Highway centerline sta. 984+00;

THENCE S 10 deg 33' 03" E 289.19 ft. with the East line of said two (2) acres tract as fenced and occupied on the ground to a set 1/2" iron rod at the base of a wood fence corner post for occupied Southeast corner of this tract;

THENCE S 78 deg 19' 15" W 297.63 ft. with the South line of said two (2) acres tract as fenced and occupied on the ground to a set 1/2" iron rod for Southwest corner of this tract;

THENCE N 8 deg 36' 46" W 273.64 ft. to a set 1/2" iron rod in the South right of way line of U.S. Highway 84 for Northwest corner of this tract;

THENCE N 83 deg 35' 00" E 74.52 ft. with the South right of way line of U. S. Highway 84 to a point of transition and an angle corner in the North line of this tract;

THENCE N 72 deg 16' 24" E 215.68 ft. with the South right of way line of U. S. Highway 84 to the point of beginning, containing 1.854 acres.

Property Address: **3395 West Highway 84
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: **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**
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 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: **Lori Garner, ~~Mollie McCoslin~~, Robert LaMont, Sharon St. Pierre, Sheryl LaMont, David Sims, Allan Johnston, Ronnie Hubbard, 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 Lori Garner, Mollie McCoslin, Robert LaMont, Sharon St. Pierre, Sheryl LaMont, David Sims, Allan Johnston, Ronnie Hubbard, 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

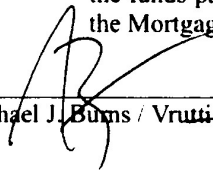
WHEREAS, a default under the Note and Deed of Trust was declared, such default was reported to not have been cured, and all sums secured by such Deed of Trust are declared immediately due and payable.

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 Mallie McCoslin, 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 5/16/22, I filed at the office of the Limestone County Clerk to be posted at the Limestone County courthouse this notice of sale.



Declarant's Name: Mallie McCoslin

Date: 5/16/22

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