

**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: November 8, 2001

Grantor(s): Leah M. Carter, Buddy Carter

Original Mortgagee: Rural Housing Service, United States Department of Agriculture

Original Principal: \$35,728.00

Recording Information: Volume 815, Page 637, Instrument No. 16117

Property County: Hunt

Property: All that certain lot, tract or parcel of land situated in the James Cole Survey, Abstract No. 152, Hunt County, Texas, and being known as that tract of land described in a Deed from Clyde Lee Hammock, et ux, to Gregory S. Olson, et ux, as recorded in Volume 946, Page 178 of the Deed Records of Hunt County, Texas, and being more particularly described as follows:

**BEGINNING at a 1/2" iron rod with cap stamped "Stovall & Assoc." set for corner at the Northeast corner of said Olson tract, said point also being the Northwest corner of a tract of land described in a Deed from Marvin F. Poer to Charles C. Anderson as recorded in Vol. 779, Pg. 573 of the D.R.H.C.T. and being in the South line of County Road No. 4400;**

**THENCE South (Directional Control Line) along the West line of said Anderson tract a distance of 845.51 feet to a 3/8" iron rod found for corner at the Southeast corner of said Olson tract;**

**THENCE, S. 87 deg. 47 min. 08 sec., W. along the South line of said Olson tract a distance of 154.04 feet to a 3/8" iron found for corner at the Southwest corner of said Olson tract;**

**THENCE North along the West line of said Olson tract a distance of 851.47 feet to a 3/8" iron rod found for corner at the Northwest corner of said Olson tract, said point also being in the South line of said road;**

**THENCE East along the South line of said road a distance of 153.93 feet to the POINT OF BEGINNING and containing 3.00 acres of land.**

Property Address: 4583 County Road 4400  
Commerce, TX 75428

**MORTGAGE SERVICING INFORMATION:**

PLG File Number: 19-009304-1

BY:  DEPUTY

20 FEB 10 AM 11:32

FILE FOR RECORD  
JENNIFER LINDENZWEIG  
HUNT COUNTY CLERK HUNT CO. TX

**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: **March 3, 2020**  
Time of Sale: **1:00 pm or within three hours thereafter.**  
Place of Sale: **The common area at the base of the central stairway on the 2nd floor inside the Courthouse, or the base of the north steps outside the Courthouse, in the event the Courthouse is closed 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: **Randy Daniel, Cindy Daniel, Liz Hach, Cheryl Harris or Cole Emert, any to act**  
Substitute Trustee Address: **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 Randy Daniel, Cindy Daniel, Liz Hach, Cheryl Harris or Cole Emert, 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. Randy Daniel, Cindy Daniel, Liz Hach, Cheryl Harris or Cole Emert, 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