

**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: July 15, 2005

Grantor(s): Paul M. Carter and wife, Jennie S. Carter

Original Mortgagee: United States Department of Agriculture

Original Principal: \$66,500.00

Recording Information: Volume 498, Page 866

Property County: Colorado

Property: BEING a tract or parcel containing 0.8264 acres of land known as Lots 15B and 16B of the unrecorded Marek Subdivision, situated in the James Tumlinson Survey, Abstract No. 46, Colorado County, Texas and being that same land described in Deed dated May 11, 1974 from V.L. Marek, et ux to Robert F. Mathes, et ux, recorded in Volume 326, Page 178, Colorado County Deed Records. Said 0.8264 acre tract being more particularly described by metes and bounds as follows:  
BEGINNING at a ½" iron rod found for the East corner of the herein described 0.8264 acre tract and the East corner of Lot 16B, located on the Southwest right of way line of Laura Lane at a point from which a ½" iron rod found for the East corner of Lot 19B bears S 48° 00' 00" E a distance of 238.37 feet, said Lot 16B corner also being the North corner of Lot 17B of this same subdivision as described in Volume 550, Page 336, Deed Records;  
THENCE departing said road and following an existing fence along the common line between Lot No. 16B and Lot 17B, S 42°00'00" W a distance of 180.00 feet to a chain-link fence corner post found for the South corner of the herein described tract and the South corner of Lot 16B, also being the West corner of Lot 17B and the East corner of Lot 16C as described in Deed to William King, recorded in Volume 446, page 720, Official Records;  
THENCE along the Southwest line of Lots 16B and 15B, common with the Northeast line of the William King Lots 16C and 15C, N 48°00'00" W a distance of 200.00 feet to a capped ½" iron rod set near a chain-link fence corner for the West corner of Lot 15B and the West corner of the herein described tract, also being the North corner of Lot 15C and the South corner of Lot 14B as described in Volume 475, Page 87, Deed Records;  
THENCE along the common line between Lot No. 14B and Lot 15B, which is marked by an existing chain-link fence, N 42° 00'00" E a distance of 180.00 feet to a ½" iron rod set next to a chain-link fence corner for the North corner of the herein described tract and the North corner of Lot 15B, located on the Southwest line of Laura Lane, said iron rod also being the East corner of Lot 14B;

FILED FOR RECORD  
COLORADO COUNTY, TX  
2021 MAR -4 PM 1:07  
KIMBERLY HENKE  
COUNTY CLERK

**THENCE along the Southwest line of Laura Lane, S 48°00'00" E (Basis of Bearings- Record Deed Call) a distance of 200.00 feet to the POINT OF BEGINNING, containing 0.8264 acres of land.**

Property Address: **1046 Laura Lane  
Columbus, TX 78934**

**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: **April 6, 2021**  
Time of Sale: **10:00 am or within three hours thereafter.**  
Place of Sale: **In the foyer, inside the main entrance of the Colorado County Annex building 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: **Megan Randle, Ebbie Murphy, or Cheyenne Zokaie, 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 Megan Randle, Ebbie Murphy, or Cheyenne Zokaie, 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. Megan Randle, Ebbie Murphy, or Cheyenne Zokaie, 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 Mortgage's Attorney, or the duly appointed Substitute Trustee.

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