

RTS-05586

#1

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:	February 24, 2012
Grantor(s):	Christopher S. Deal, married and Kandice R. Deal, married
Original Mortgagee:	Green Tree Servicing LLC
Original Principal:	\$67,000.00
Recording Information:	Book 1705, Page 699
Property County:	Hill

2022 JAN 11 AM 10:54

REC'D
NICOLE TANNER, COUNTY CLERK
HILL COUNTY, TEXAS

Property:

Being 2.00 acres of land out of the A. Jacobs survey, situated in Hill County, Texas and being a part of a 51.5-acre tract of land conveyed to Alton Markwardt and wife, Dorothy Markwardt as recorded in Volume 380, Page 248 of the deed records of Hill county, Texas and being more particularly described by metes and sounds as follows:

COMMENCING at a point in the center of Hill County Road no. 3106 for the southwest corner of the aforementioned Markwardt 51.5-acre tract, thence, along the center of Hill County Road No. 3106, same being the southwesterly line of said Markwardt 51.5 acre tract, North 36 deg. 00' 00" west, 110.00 feet to a point for the south corner and POINT of BEGINNING of this 2.00 acre tract of land;

Thence, continuing along the center of said county road, North 36 deg. 00' 00" West, for a distance of 255.00 feet to a point for the west corner of this 2.00-acre tract of land;

Thence, entering into said Markwardt 51.5-acre tract, with the northwesterly line of this 2.00-acre tract of land, North 60 deg. 00' 00" East, at 30.17 feet passing a 1/2 inch steel pin set for witness, in all, for a total distance of 343.53 feet to a 1/2 inch steel pin for the north corner of this 2.00 acre tract of land;

Thence, with the northeasterly line of this 2.00-acre tract of land, south 36 deg. 00' 00" east, for a distance of 255.00 feet to a 1/2 inch steel pin for the east corner of this 2.00 acre tract of land;

Thence, with the southwesterly line of this 2.00-acre tract of land, south 60 deg. 00' 00" West, at 313.36 feet to a 1/2 inch steel pin set for witness, in all, for a total distance of 343.53 feet to the Point of Beginning.

Thirty (30) foot wide access easement

COMMENCING at a point in the center of Hill County Road No. 3106 for the southwest corner of a 51.5-acre tract of land conveyed to Alton Markwardt et ux as recorded in Volume 380, Page 248 of the Deed Records of Hill County, Texas, thence, along the center of said county road, North 36 deg. 00' 00" West, 135.10 feet to the POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION OF THIS THIRTY (30) FOOT WIDE ACCESS EASEMENT;

Thence, with centerline, North 60 deg. 00' 00" East, for a distance of 343.53 feet to the point of terminus from which a 1/2 inch steel pin found for the east corner of the above two acre tract bears South 36 deg. 00' 00" East, 25.10 feet.

Property Address: 1896 HCR 3106
Hillsboro, TX 76645

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: The Bank of New York Mellon, as Indenture Trustee, for Mid-State Capital Corporation 2010-1 Trust

Mortgage Servicer: **Shellpoint Mortgage Servicing**
Mortgage Servicer **55 Beattie Place, Suite 100 MS 561**
Address: **Greenville, SC 29601**

SALE INFORMATION:

Date of Sale: **February 1, 2022**
Time of Sale: **11:00 am - 2:00 pm or within three hours thereafter.**
Place of Sale: **The east door of the Hill 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: **Donna Stockman, Brenda Wiggs, Guy Wiggs, David Stockman, Michelle Schwartz, Kathy Arrington, Janet Pinder, or Vrutti Patel, 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 Donna Stockman, Brenda Wiggs, Guy Wiggs, David Stockman, Michelle Schwartz, Kathy Arrington, Janet Pinder, or Vrutti Patel, 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. Donna Stockman, Brenda Wiggs, Guy Wiggs, David Stockman, Michelle Schwartz, Kathy Arrington, Janet Pinder, or Vrutti Patel, 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 10 day of January, ~~2020~~ 2022

Donna Stockman

Brenda Wiggs, Donna Stockman, Guy Wiggs,
David Stockman, Michelle Schwartz, Kathy
Arrington, Janet Pinder, or Vrutti Patel