

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 10, 2022**

Grantor(s): **Rebecca Sue Nealy, a single woman**

Original Mortgagee: **Mortgage Electronic Registration Systems, Inc., as nominee for Southwest Funding, LP**

Original Principal: **\$220,434.00**

Recording Information: **Book 1511, Page 691**

Property County: **Robertson**

Property: **All that certain tract lot or parcel of land, a part of the Henry Fullerton Survey A-14, Robertson County, Texas, and also being all of that certain called 11.62 acres that is described by plat by Tyler Tumlinson (R.P.L.S. no 6410) and part of that certain called 145.08 acres (Vol 1397 Pg 630) to Three Calle, LLC and being more completely described as follows to wit:**

Filed for Record in:
Robertson County
On: Sep 12, 2024 at 10:51A
By: Stephanie Sanders

METES AND BOUNDS DESCRIPTION

Beginning at a 1/2 Inch Iron Road found for corner at the S.W.C. of said called 11.62 acres;

Thence North 32 Degrees 32 Minutes 18 Seconds West, along the S.W.B.L. of said called 11.62 acres and the N.E.B.L. of Hickory Loop for a distance of 415.45 feet to a 1/2 Inch Iron Rod found for corner at the N.W.C. of said tract;

Thence North 57 Degrees 28 Minutes 01 Seconds East, along the N.W.B.L. of said called 11.62 acres for a distance of 1214.70 feet to a 1/2 Inch Iron Rod found for corner at the North Corner of said tract;

Thence South 33 Degrees 29 Minutes 49 Seconds East, along the N.E.B.L. of said tract for a distance of 415.52 feet to a 1/2 Inch Iron Rod found for corner at the East Corner of said tract;

Thence South 57 Degrees 28 Minutes 03 Seconds West, along the S.E.B.L. of said tract for a distance of 1221.65 feet to the place of beginning containing 11.6183 acres.

Property Address: **8131 South Hickory Loop
Calvert, TX 77837**

PLG File Number: 24-009661-1

I, undersigned, County Clerk, do hereby certify that
the above notice was duly posted on 12 day of
September, 2024 at 10:52 am pm.
Stephanie M. Sanders, Robertson County Clerk

by: Yeremia Nelson

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: **Newrez LLC d/b/a/ Shellpoint Mortgage Servicing**
Mortgage Servicer: **Shellpoint Mortgage Servicing**
Mortgage Servicer: **75 Beattie Place**
Address: **Greenville, SC 29601**

SALE INFORMATION:

Date of Sale: **November 5, 2024**
Time of Sale: **11:00 AM or within three hours thereafter.**
Place of Sale: **Robertson County Courthouse, 103 E. Morgan Street, Franklin, TX 77856 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: **Pete Florez, Zachary Florez, Orlando Rosas, Florence Rosas, Enrique Florez, Sharon St. Pierre, Robert LaMont, Sheryl LaMont, Allan Johnston, Ronnie Hubbard, Harriett Fletcher, Reid Ruple, Kristopher Holub, Aarti Patel, Kathleen Adkins, Michael Kolak, Evan Press, Auction.com, Padgett Law Group, Michael J. Burns, Jonathan Smith, Gabrielle A. Davis, or Paige Jones, any to act**
Substitute Trustee Address: **546 Silicon Dr., Suite 103 Southlake, TX 76092 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, any to act, those substitute trustees identified in the SALE INFORMATION section of this notice, whose address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092 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.

P Jones

Michael J. Burns / Jonathan Smith/ Gabrielle A. Davis/ Paige Jones

CERTIFICATE OF POSTING

My name is Pete Florez, and my address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on 9-12-24, I filed at the office of the Robertson County Clerk to be posted at the Robertson County courthouse this notice of sale.

Declarant's Name: *Pete Florez*
 Date: 9-12-24

Padgett Law Group
 546 Silicon Dr., Suite 103
 Southlake, TX 76092

TXAttorney@PadgettLawGroup.com
 (850) 422-2520

WITNESS MY HAND this 12th day of September, 2024.