

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 12, 2019
Grantor(s): Quentin Lynn Taylor, Unmarried
Original Mortgagee: Ditech Financial LLC
Original Principal: \$74,382.00
Recording Information: 2019-93174
Property County: Hardin
Property: See Exhibit A attached hereto and incorporated herein for all purposes
Property Address: 109 Lumberton Drive
Lumberton, TX 77657

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 2006-1 Trust
Mortgage Servicer: Shellpoint Mortgage Servicing
Mortgage Servicer Address: 55 Beattie Place, Suite 100 MS 561
Address: Greenville, SC 29601

SALE INFORMATION:

Date of Sale: August 1, 2023
Time of Sale: 10:00 AM or within three hours thereafter.
Place of Sale: Commissioners' Courtroom area of the Hardin County Courthouse, with east entrance of courthouse as alternate site, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court 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: Margie Allen, Kyle Barclay, Tommy Jackson, Keata Smith, Stephanie Hernandez, Padgett Law Group, Michael J. Burns, or Jonathan Smith, any to act
Substitute Trustee Address: 546 Silicon Dr., Suite 103
Southlake, TX 76092
TXAttorney@PadgettLawGroup.com

FILED FOR RECORD
2023 JUN 29 PM 2:39
JONATHAN BURNETT
COUNTY CLERK
HARDIN COUNTY, TEXAS
BY *Jonathan Burnett*

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.



Michael J. Burns



Exhibit A

That certain 1.00 acre tract out of the S.K. Vanmeter Survey, Abstract 53, Hardin County, Texas, and being out of Lot 4, Block 32 of the Home Builders Association Subdivision; said tract being out of a 3.04 acre tract in Volume 649, Page 295 of the Hardin County Deed Records, and said 1.00 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found for the northeast corner of the said 3.04 acre tract and being the northwest corner of a 1.97 acre tract conveyed to William F. Caywood as described in Volume 668, Page 148 of Hardin County Deed Records;

THENCE South 01 degrees 00'00" West (reference bearing) along the west line of the said 1.97 acre tract and the east line of the said 3.04 acre tract, a distance of 126.85 feet to a ½" iron rod set for the northeast corner of the said 1.00 acre tract and being the POINT OF BEGINNING;

THENCE South 01 degrees 00'00" West along the west line of the said 1.97 acre tract and the east line of the said 3.04 acre tract, a distance of 493.65 feet to a ½" iron rod set on the north line of Lumberton Drive and being the southeast corner of the said 3.04 acre tract, the southwest corner of the said 1.97 acre tract and the southeast corner of the said 1.00 acre tract; a 1" iron pipe found South 01 degrees 00'00" West 4.30 feet from the set rod;

THENCE North 89 degrees 54'51" West (called West) along the north line of Lumberton Drive, a distance of 88.06 feet to a ½" iron rod set for the southwest corner of the said 1.00 acre tract;

THENCE North 01 degrees 00'00" East, a distance of 495.06 feet to a ½" iron rod set for the northwest corner of the said 1.00 acre tract;

THENCE South 89 degrees 00'00" East, a distance of 88.08 feet to the Point of Beginning and containing 1.00 acre of land, more or less.