NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

2022 JAN 27 PM 2: 32

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 senter of this notice immediately.

DEED OF TRUST INFORMATION:

Date:

March 10, 2016

Grantor(s):

Vaughn J. Campbell and Jamie F. Campbell, husband and wife

Original

Mortgage Electronic Registration Systems, Inc., as nominee for Southwest Stage

Mortgagee:

Funding, LLC dba Cascade Financial Services

Original Principal:

\$133,241.00

Recording Information:

Instrument No. 2016-63261

Property County:

Hardin

Property:

A TRACT OR PARCEL OF LAND CONTAINING 2.6764 ACRES OUT OF THE NORTHERLY PORTION OF AN ORIGINAL 3.6764 ACRES TRACT OUT OF THE WEST PORTION OF AN ORIGINAL 14.137 ACRE TRACT (CALLED 15 ACRES) CONVEYED TO PAULINE DURHAM DESCRIBED IN INSTRUMENT IN VOLUME 1761, PAGE 789 OF THE DEED RECORDS OF HARDIN COUNTY OUT OF THE URIAH DAVIDSON LEAGUE, ABSTRACT 15 IN HARDIN COUNTY, TEXAS, SAID 2.6764 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TOWIT:

BEGINNING at a 3/8 inch iron rod set marking the Northwest corner of the herein described tract whence a 3/4 inch t-post bears South 24 degrees 04 minutes 37 seconds West-0.43 ft. being in the East boundary of a 1.249 acres tract described in Volume 1189, Page 132 of the Deed Records of Hardin County marking the Southwest corner of an existing road right-of-way;

THENCE North 87 degrees 17 minutes 32 seconds East with the North boundary of said 3.6764 acres tract and the herein described tract passing a 5/8 inch iron rod found at an existing road easement and the Southwest corner of a 1.007 acre tract described in Volume 1348, Page 848 of the Deed Records of Hardin County at 52.03 ft. a total distance of 217.01 ft. to a 3/8 inch iron rod set marking the Northeast corner of the herein described 2.6764 acres tract and the Southwest corner of the Jeff Franks 1.000 acres tract described in Volume 808, Page 428 of the Deed Records of Hardin County whence a 1/2 inch iron rod found lies North-0.31 ft.;

THENCE South 02 degrees 59 minutes 09 seconds East with the West boundary of the remainder of said 14.137 acres tract and with the East boundary of said 3.6764 acre tract a total distance of 543.39 ft. to a 3/8 inch iron rod set marking the Southeast corner of the herein described 2.6764 acre tract and the Northeast corner of the Tommy and Vanessa Ford 1.000 acre tract heretofore surveyed;

THENCE South 86 degrees 30 minutes 20 seconds West with the North boundary of said Ford 1.000 acres tract heretofore surveyed a distance of 210.95 ft. to a 3/8 inch iron rod set marking the Northwest corner of said Ford 1.000 acre tract located North 03 degrees 37 minutes 18 seconds West a distance of 207.64 ft. from a 1/2 inch iron rod found at the Northwest corner of said Tommy and Vanessa Ford 1.000 acres tract:

THENCE North 03 degrees 37 minutes 18 seconds West passing a point at the Southeast corner of said Peck Road (40 ft. right-of-way) passing a 5/8 inch iron rod found at 40.00 ft. and with the Easterly boundary of a 1.000 acre tract conveyed to Christopher and Cherl Clonek described in Volume 1318, Page 576 of the Deed Records of Hardin County and the East boundary of said 1.249 acre tract in all a total distance of 546.35 ft. to the PLACE OF BEGINNING and containing 2.6764 acres of land.

A TRACT OR PARCEL OF A 0.3278 ACRE INGRESS EGRESS EASEMENT OVER THE NORTHWESTERLY PORTION OF THE ABOVE DESCRIBED 2.6764 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

BEGINNING at a 3/8 inch iron rod set at the Northwest corner of said 2.6764 acres tract;

THENCE North 87 degrees 17 minutes 32 seconds East a distance of 52.03 ft. to a 5/8 inch iron rod found at the Northeast corner of the herein described tract marking the Southeast corner of a 1.007 acre tract;

THENCE South 03 degrees 37 minutes 18 seconds East with the East boundary of the herein described tract and crossing over said original 2.6764 acre tract a distance of 274.44 ft. to a point at the Southeast corner of the herein described tract;

THENCE South 87 degrees 17 minutes 32 seconds West a distance of 52.03 ft. to a point at the Southwest corner of the herein described tract marking the Southeast corner of Peck Road (40 ft. right-of-way);

THENCE North 03 degrees 37 minutes 18 seconds West with the East right-of-way line of said Peck Road a distance of 40.00 ft. to a 5/8 inch iron rod found at the Northeast intersection corner of Peck Road a total distance of 274.44 ft. to the PLACE OF BEGINNING and containing 0.2378 acre of land.

Property Address:

10829 Robert Lane 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: Southwest Stage Funding, LLC dba Cascade Financial Services

Mortgage Servicer: Cascade Financial Services

Mortgage Servicer 2701 E Insight Way

Address: Suite 150

Suite 150

Chandler, AZ 85286

SALE INFORMATION:

Date of Sale: April 5, 2022

Time of Sale: 10:00 am - 1:00 pm or within three hours thereafter.

Place of Sale: The Commissioner's Courtroom area of the 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 Margie Allen, Kyle Barclay, Tommy Jackson, Keata Smith, or Ron Harmon, any to

Trustee: ac

Substitute

act

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 Margie Allen, Kyle Barclay, Tommy Jackson, Keata Smith, or Ron Harmon, 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. Margie Allen, Kyle Barclay, Tommy Jackson, Keata Smith, or Ron Harmon, 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 Tommfochte