

**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: August 11, 1993

Grantor(s): Madlyn F. Hadley

Original Mortgagee: United States of America, acting through the Farmers Home Administration, United States Department of Agriculture

Original Principal: \$28,500.00

Recording Information: Book 217, Page 688

Property County: De Witt

Property: All of that certain tract or parcel of land containing 0.178 acre located within the corporate limits of the City of Yoakum in the John May League, Abstract No. 34, DeWitt County, Texas. This 0.178 acre tract is all of Lot No. 1 in Pate Addition Number Two as shown on the plat of said addition recorded in Volume 1, Page 31-B of the DeWitt County Plat records. Pate Addition Number Two is the same property described in deed dated October 16, 1985 from John C. Brzozowski, et al, to Charles A. Pate and Kenneth W. Mikulenska, doing business as Pate's Building Supplies of Yoakum, recorded in Volume 318, Page 739 of the DeWitt County Deed Records. This 0.178 acre tract is more particularly described by metes and bounds as follows:  
 BEGINNING at a 5/8" iron rod set at the intersection of the southeast line of Pulliam Street (37 foot wide right-of-way) with the southwest line of O'Connor Street (27 foot wide right-of-way) marking the north corner of Lot No. 1 in Pate Addition Number Two and the north corner of this tract being described;  
 THENCE along the southwest right-of-way line of O'Connor Street, South 45 deg. 00` East 77.59 feet to a 5/8" iron rod found marking the east corner of Lot No. 1, the north corner of Lot No. 2 of said addition and the east corner of this tract being described;  
 THENCE along the northwest line of Lot No. 2, South 45 deg. 00` West 100.03 feet to a 5/8" iron rod found marking the west corner of Lot No. 2, the south corner of Lot No. 1 and the south corner of this tract being described, located in the northeast line of Lot No. 3 of said addition;  
 THENCE along the northeast line of Lot No. 3, North 45 deg. 00` West 77.59 feet to a 5/8" iron rod found in the southeast right-of-way line of Pulliam Street marking the north corner of Lot No. 3, the west corner of Lot No. 1 and the west corner of this tract being described;  
 THENCE along the southeast right-of-way line of Pulliam Street, North 45 deg. 00` East 100.03 feet to the PLACE OF BEGINNING containing within these metes and bounds 0.178 acre of land.

**Filed for Record**  
 This, the 14<sup>th</sup> day of Oct. 2019  
 at 1:50 o'clock P.M.

NATALIE CARSON, COUNTY CLERK OF  
 DeWitt County, Texas  
*Blanca Ray*  
 DEPUTY

Property Address: **100 Pulliam Street  
Yoakum, TX 77995**

**MORTGAGE SERVICING INFORMATION:**

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

Current Mortgagee: **USDA Rural Development**  
Mortgage Servicer: **USDA Rural Development**  
Mortgage Servicer **4300 Goodfellow Blvd**  
Address: **Bldg. 105F, FC 215  
St. Louis, MO 63120**

**SALE INFORMATION:**

Date of Sale: **November 5, 2019**  
Time of Sale: **12:00 pm or within three hours thereafter.**  
Place of Sale: **The Patio area in front of the West door of the Courthouse Building, facing Gonzales Street, (building located at 307 N. Gonzales St.) 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: **Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Vicki Hammonds, Janice Stoner, Jodi Steen or Alexander Wolfe, 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 Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Vicki Hammonds, Janice Stoner, Jodi Steen or Alexander Wolfe, 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. Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Vicki Hammonds, Janice Stoner, Jodi Steen or Alexander Wolfe, 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  
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Tallahassee, FL 32313  
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