LIMESTONE COUNTY

Kerrie Cobb 200 West State Street Suite 102

Groesbeck, TX 76642 Phone: (254)729-5504 **DOCUMENT #: FC-2022-0032**

RECORDED DATE: 07/28/2022 03:54:24 PM



OFFICIAL RECORDING COVER PAGE

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Document Type: FORECLOSURE

Transaction Reference: Document Reference:

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RESOLVE TRUSTEE SERVICES

Transaction #: 938200 - 1 Doc(s)

Document Page Count: 4

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SUBMITTED BY:

RESOLVE TRUSTEE SERVICES

DOCUMENT # : FC-2022-0032

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I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Limestone County.



Kerrie Cobb

Limestone County Clerk

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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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: April 20, 2015

Grantor(s): Tierra Shelley, unmarried and Teresa Thomas, unmarried

Original Green Tree Servicing LLC

Mortgagee:

Original Principal: \$62,000.00

Recording 20151454

Information:

Property County: Limestone

Property: BEING LOTS ONE (1), TWO (2), THREE (3), AND FOUR (4), BLOCK

TWENTY-ONE (21), HENDERSON HEIGHTS ADDITION TO THE CITY OF GROESBECK, LIMESTONE COUNTY, TEXAS; ACCORDING TO THE OFFICIAL MAP OF SAID CITY OF GROESBECK OF RECORD IN VOl. 2,

PAGE 44, PLAT RECORDS OF LIMESTONE COUNTY, TEXAS.

Property Address: 808 Henderson Boulevard

Groesbeck, TX 76642

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: U.S. Bank, N.A., as Trustee, successor in interest to Wachovia Bank, National

Association, as Trustee, successor by merger to First Union National Bank as

Trustee, for Mid-State Trust X

Mortgage Servicer: Shellpoint Mortgage Servicing
Mortgage Servicer 55 Beattie Place, Suite 100 MS 561

Address: Greenville, SC 29601

SALE INFORMATION:

Date of Sale: September 6, 2022

Time of Sale: 11:00 AM or within three hours thereafter.

Place of Sale: THE FRONT DOOR OF THE COURTHOUSE, 200 WEST STATE STREET OR AS

DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or, if the preceding area is no longer the designated area, at the area most recently designated by the

County Commissioner's Court.

Substitute Lori Garner, Mollie McCoslin, Robert LaMont, Sharon St. Pierre, Sheryl LaMont, Trustee: David Sims, Allan Johnston, Ronnie Hubbard, Harriett Fletcher, or Michael J. Burns,

Vrutti Patel, or Jonathan Smith, any to act

Substitute 5501 LBJ Freeway, Suite 925

Trustee Address: Dallas, TX 75240

TXAttorney@ PadgettLawGroup.com

PLG File Number: 20-030090-5

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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 MORTGAGE 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 Lori Garner, Mollie McCoslin, Robert LaMont, Sharon St. Pierre, Sheryl LaMont, David Sims, Allan Johnston, Ronnie Hubbard, Harriett Fletcher, or Michael J. Burns, Vrutti Patel, or Jonathan Smith, any to act, whose address is c/o Padgett Law Group, 5501 LBJ Freeway, Suite 925, Dallas, TX 75240 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 Vrutti Patel / Jonathan Smith

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CERTIFICATE OF POSTING

, and my address is c/o Padgett Law Group, 5501 LBJ
penalty of perjury that on <u>July 28, 2022</u> , I filed
at the Limestone County courthouse this notice of sale.
WARRIEGA ANDRA A

PLG File Number: 20-030090-5

TXAttorney@PadgettLawGroup.com

(850) 422-2520

LIMESTONE COUNTY, TX Recorded: 07/28/2022 03:54:24 PM

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WITNESS MY HAND this 28th. day of July , 2022 .

Sharon Drew

Sharon St. Pierre

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