

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 23, 2005
Grantor(s): Nicole Johnson (single)
Original Mortgagee: Jim Walter Homes, Inc.
Original Principal: \$93,870.00
Recording Information: Book 746, Page 110
Property County: Trinity
Property:

FILED
at 3:20 o'clock P M
MAR 15 2022

DMARITA BERGMAN
COUNTY CLERK, TRINITY CO., TEXAS
[Signature]

BEING a 60-foot by 100-foot parcel of land out of the G.W. Wilson Survey, Trinity County, Texas, and made out of the Alfred Williams fifteen (15) acre tract in said survey, lying and being situated about 3/4 mile northwest of the town of Trinity, Texas and more particularly described as follows: COMMENCING at the southeast corner of Elizabeth Walker's one (1) acres tract, being the same southwest corner of a one and one-sixth (1-1/6) acre tract described in a deed from Alfred Williams to Willie Greno and Birda Greno dated August 8, 1944 and recorded in Volume 102, Page 162 of the deed Records of Trinity County, Texas.

THENCE East along the south boundary line of the said Greno Tract, a distance of 61-feet for a point for corner and the PLACE OF BEGINNING;

THENCE North parallel to the west boundary line of the said Greno tract, a distance of 100-feet to a point for corner;

THENCE East parallel to the north boundary line of the said Greno tract, a distance of 60-feet to a point for corner;

THENCE South parallel to the West boundary line of the said Greno tract, a distance of 100-feet to a point for corner in the South boundary line of the Greno tract;

THENCE West along the south boundary line of the said Greno tract, a distance of 60-feet to the PLACE OF BEGINNING.

Property Address: 106 Barker Street
Trinity, TX 75862

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, for Mid-State Capital Corporation 2005-1 Trust**
Mortgage Servicer: **Shellpoint Mortgage Servicing**
Mortgage Servicer **55 Beattie Place, Suite 100 MS 561**
Address: **Greenville, SC 29601**

SALE INFORMATION:

Date of Sale: **April 5, 2022**
Time of Sale: **1:00 PM or within three hours thereafter.**
Place of Sale: **The front center steps of the Courthouse building located on Highway 287 in Groveton, Trinity County, TX 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: **Robert LaMont, Sharon St. Pierre, Sheryl LaMont, David Sims, Allan Johnston, Ronnie Hubbard, or Michael J. Burns, Vrutti Patel, or Jonathan Smith any to act**
Substitute Trustee Address: **5501 LBJ Freeway, Suite 925**
Dallas, TX 75240
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 Robert LaMont, Sharon St. Pierre, Sheryl LaMont, David Sims, Allan Johnston or Ronnie Hubbard, 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

CERTIFICATE OF POSTING

My name is Sharon St.Pierre, and my address is c/o Padgett Law Group, 5501 LBJ Freeway, Suite 925, Dallas, TX 75240. I declare under penalty of perjury that on March 15, 2022, I filed at the office of the Trinity County Clerk to be posted at the Parker County courthouse this notice of sale.

Sharon Pierre

Declarant's Name: Sharon St. Pierre

Date: March 15, 2022

Padgett Law Group
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Dallas, TX 75240
TXAttorney@PadgettLawGroup.com
(850) 422-2520