

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: **March 28, 2012**

Grantor(s): **Mario Martinez and Michelle Martinez**

Original Mortgagee: **The United States of America acting through the Rural Housing Service**

Original Principal: **\$49,000.00**

Recording Information: **Instrument Number 170113**

Property County: **Maverick**

Property: **Being Lot 7, Block 3, Loma Bonita Subdivision, Unit B, in Maverick County, Texas, as shown on the plat of said Unit B which is of record in Envelope 126, Side A, Map Records of Maverick County, Texas. Reservations from and Exceptions to Conveyance and Warranty: Restrictive covenants contained in instrument recorded in Vol. 202, Page 20, Deed Records of Maverick County, Texas. Mineral Reservation into all oil, gas and other minerals as set out in instrument dated April 24, 1984, recorded in Vol. 214, Page 122, Deed Records of Maverick County, Texas. Easement granted to Central Power and Light Company dated January 14, 1981, recorded in Vol. 186, Page 413, Deed Records of Maverick County, Texas. A 25 Foot Building Setback as shown on the plat of said Unit B. Drainage & Utility Easement over and across the rear 10 Feet of said lot as shown on the plat of said Unit B. Protrusion of fence over and across the 10 feet Drainage and Utility Easement as shown by Survey dated March 26, 2012, by Francisco Gaytan, R.P.L.S. No. 5474. Protrusion of Porch onto 25 Foot Building Setback as shown by Survey dated March 26, 2012, by Francisco Gaytan, R.P.L.S. No. 5474.**

Property Address: **1075 Progreso #10
Eagle Pass, TX 78852**

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: **United States Department of Agriculture, Rural Housing Service**
Mortgage Servicer: **USDA Rural Development**
Mortgage Servicer Address: **4300 Goodfellow Blvd
Bldg. 105F, FC 215
St. Louis, MO 63120**

SALE INFORMATION:

Date of Sale: **February 2, 2021**

PLG File Number: 20-029083-1

FILED
AT 11:50 O'CLOCK A.M.

DEC 29 2020

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SARIS MONTEMAYOR
County Clerk, Maverick County, Texas
Deputy
Saris Montemayor

Time of Sale: **10:00 am or within three hours thereafter.**
Place of Sale: **The steps at the front of the Courthouse on Quarry Street 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: **Nancy Gomez, Leo Gomez, Calvin Speer, Wendy Speer, Melody Speer, Vicki Rodriguez, or Cheyenne Zokaie, 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 Nancy Gomez, Leo Gomez, Calvin Speer, Wendy Speer, Melody Speer, Vicki Rodriguez, or Cheyenne Zokaie, 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. Nancy Gomez, Leo Gomez, Calvin Speer, Wendy Speer, Melody Speer, Vicki Rodriguez, or Cheyenne Zokaie, 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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Suite 203
Tallahassee, FL 33213
(850) 422-2520

Nancy Gomez

