

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: **June 17, 1999**

Grantor(s): **Jose Federico Chavez and wife, Maria F. Chavez**

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

Original Principal: **\$60,423.00**

Recording Information: **Book 542, Page 356**

Property County: **Maverick**

Property: **Being all that certain tract or parcel of land, together with all improvements thereon, and being Lot 2, in Block 2, Falcon Crest Subdivision, Unit 1, a Addition to the City of Eagle Pass, Maverick County, Texas, as shown on the plat of said Unit 1 which is of record in Envelope 204, Side B, Map Records of Maverick County, Texas. Reservations from and Exceptions to Conveyance and Warranty: 1. Terms and conditions of the Building and Use Restrictions contained in instruments recorded in Volume 464, Page 145 and Volume 489, Page 433, Official Public Records of Maverick County, Texas. 2. Easement and Right of Way granted to the City of Eagle Pass in instrument recorded in Volume 98, Page 144, Deed Records of Maverick County, Texas. 3. Easement and Right of Way granted to Central Power and Light Co. in instrument recorded in Volume 116, Page 142, Deed Records of Maverick County, Texas. 4. Oil, Gas and Mineral Lease recorded in Volume 44, Page 173, Miscellaneous Records of Maverick County, Texas. 5. Easement and Right of Way granted to Central Power and Light Co. in instrument recorded in Volume 423, Page 270, Official Public Records of Maverick County, Texas. 6. Terms and conditions of that certain contract between Central Power and Light Co. and Falcon Crest Development Joint Venture, recorded in Volume 485, Page 483, Official Public Records of Maverick County, Texas. 7. Utility easement over and across the rear 10 feet of said lot as shown on the plat of said Unit 1 which is of record in Envelope 204, Side B, of the Map Records of Maverick County, Texas. 8. A 25 foot building setback line as shown on the plat of said Unit 1 which is of record in Envelope 204, Side B, of the Map Records of Maverick County, Texas. 9. Visible and apparent easements on or across property herein described.**

Property Address: **1516 Nellie Mae Glass Drive
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.

PLG File Number: 20-029022-1

FILED
AT 1:12 O'CLOCK P.M.

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FEB 25 2021

SARA MONTEMAYOR
County Clerk Maverick County, Texas
By *[Signature]* Deputy
[Signature]

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

SALE INFORMATION:

Date of Sale: April 6, 2021
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
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 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
6267 Old Water Oak Road
Suite 203
Tallahassee, FL 33213
(850) 422-2520

Nancy Domes