

**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 20, 2010  
Grantor(s): Violet A. Martinez  
Original Mortgagee: United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture  
Original Principal: \$59,575.04  
Recording Information: Book 163, Page 158, re-recorded in Book 163 Page 607  
Property County: Live Oak  
Property: Field notes of a 0.179 acre tract, more or less, being called the southeast 62.5 ft. of Lot No. 10, Block No.126 of the Murray Hill Addition, as shown on plat recorded in volume 27, page 641 of the Deed records of Live Oak County, Texas, and being the same tract conveyed from Gordon R. Trueblood, et ux, to Anita Kathryn Smith by Warranty Deed dated May 1, 1996, recorded in Volume 518, Page 415 of said Deed Records;

Said 0.179 acre tract is situated at 210 Gallaher Street in the City of Three Rivers, Texas and is described by metes and bounds as follows:

**BEGINNING** at a 5/8 iron rod set at the east corner of said Lot No. 10 of said Block No. 126, for the east corner of this tract, same being also the point of intersection of the southwest boundary of said Gallaher Street with northwest boundary of Hazel Avenue;

**THENCE** S 50 deg. 07 00 W (called S 50 deg. 07 W) along the southeast line of this tract, the southeast line of said Lot No. 10 and the northwest boundary of said Hazel Avenue, at 2.13 ft. pass a found 5/8 iron rod, in all a distance of 125.00 ft. to a 5/8 iron rod set at the south corner of said Lot No. 10 and the east corner of Lot No. 11 of said Block no. 126, for the south corner of this tract;

**THENCE** N 39 deg. 53 00 W along the southwest line of this tract, the southwest line of said Lot No. 10 an the northeast line of said Lot No. 11, a distance of 62.50 ft. to a iron pipe found at the south corner of a tract (called lot 9 & W. 12.5 ft. of Lot 10) conveyed to La Vona Stainthorpe by Trustees Deed dated February 5, 2008, recorded in volume 106, page 558 of the Official Public Records of Live Oak County, Texas, for the west Corner of this tract, same being also a point in the

southerly northeast line of a called 0.27 acre tract conveyed to Rebecca D. Garcia by warranty deed dated April 15, 2008, recorded in volume 111, page 559 of said Official Public Records;

THENCE N 50 deg. 07 00 E along the northwest line of this tract, the southeast line of said Stainthorpe's tract, and crossing said Lot No. 10, a distance of 125.00 ft. to a 5/8 iron rod found at the east corner of said Stainthorpes's Tract, for the north corner of this tract, same being also a point in the northeast line of said Lot no. 10 and the southwest boundary of said Gallaher Street;

THENCE S 39 deg. 53 00 E along the northeast line of this tract, the northeast line of said Lot No. 10 and the southwest boundary of said Gallaher Street, a distance of 62.50 ft. to the PLACE OF BEGINNING, containing 0.179 acre, more or less.

Bearings cited herein are based on the called bearing (S 50 deg. 07 W) of the southeast line of this tract.

Property Address: 210 Gallagher Street  
Three Rivers, TX 78071

**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 4300 Goodfellow Blvd  
Address: Bldg. 105F, FC 215  
St. Louis, MO 63120

**SALE INFORMATION:**

Date of Sale: June 7, 2022  
Time of Sale: 1:00 PM or within three hours thereafter.  
Place of Sale: THE FRONT PORCH OF THE LIVE OAK COUNTY COURTHOUSE 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 Trustee: Sandra Mendoza, Arnold Mendoza, Bob Frisch, Jodi Steen, Susan Sandoval, Leslye Evans, Janice Stoner, Alexis Mendoza, 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 Sandra Mendoza, Arnold Mendoza, Bob Frisch, Jodi Steen, Susan Sandoval, Leslye Evans, Janice Stoner, Alexis Mendoza, 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

**CERTIFICATE OF POSTING**

My name is Sandra Mendoza, 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 5.12.22 I filed at the office of the Live Oak County Clerk to be posted at the Live Oak County courthouse this notice of sale.



Declarant's Name: Sandra Mendoza

Date: 5.12.22

Padgett Law Group  
5501 LBJ Freeway, Suite 925  
Dallas, TX 75240  
TXAttorney@PadgettLawGroup.com  
(850) 422-2520

FILED May 12 A. D. 2022  
LIVE OAK COUNTY, TEXAS  
IDA VASQUEZ, CLERK, COUNTY COURT  
BY Rubena DEPUTY  
AT 10:44 O'CLOCK am