

**NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE**

**FILED**

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.

OCT 31 2001  
CLERK COUNTY COURT  
FRANKLIN CO., TX.

**DEED OF TRUST INFORMATION:**

Date: **May 10, 2001**

Grantor(s): **Gena L. Orsburn**

Original Mortgagee: **United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture**

Original Principal: **\$63,000.00**

Recording Information: **Book 47, Page 897**

Property County: **Franklin**

Property: **All that certain lot, tract or parcel of land located in the J.S. PIPPIN SURVEY, A-368, Franklin County, Texas and being a part of LOT 3 BLOCK A-1 of the CITY OF WINNSBORO being a part of a tract of land as conveyed to B.F. Campbell by D.H. Townsend et ux on April 2, 1921 recorded in Volume 56, page 560 Deed Records of Franklin County, Texas and being more particularly described as follows; BEGINNING at an iron stake set in the West right of way of Mitchell Street and being the Northeast corner of a tract conveyed to Geo. H. Grubbs et al on the 24th day of December 1959 recorded in Vol. 83, page 185 Deed Records of Franklin County, Texas; THENCE N 1 deg. 34 min. E with the West right of way of Mitchell Street in all a total distance of 148.0 feet to an Iron stake set for the Northeast corner of this tract of land; THENCE S 88 deg. 39 min. W with the South line of the J.E. Zachary in all a total distance of 90.7 feet to an iron stake set for the Northwest corner of this tract of land; THENCE S 1 deg. 34 min. W with the East line of the W.L. Holly tract in all a total distance of 150.0 feet to an iron stake set at the Northwest corner of the said Grubbs tract and for the Southwest corner of this tract of land; THENCE N 87 deg. 24 min. E with the North line of the said Grubbs tract in all a total distance of 90.8 feet to the place of beginning, as surveyed by David Pollard, RPS for the State of Texas on the 2nd day of January 1967.**

Property Address: **605 Mitchell  
Winnsboro, TX 75494**

**MORTGAGE SERVICING INFORMATION:**

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

Current Mortgagee: **USDA Rural Development**  
Mortgage Servicer: **USDA Rural Development**

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

**SALE INFORMATION:**

Date of Sale: **December 3, 2019**  
Time of Sale: **12:00 pm or within three hours thereafter.**  
Place of Sale: **The south steps of the Courthouse 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: **Sue Spasic, Robert LaMont, Sheryl LaMont, Harriet Fletcher, Ronnie Hubbard, Sharon St. Pierre, Allan Johnston, Zoran W. Spasic or Alexander Wolfe, 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.

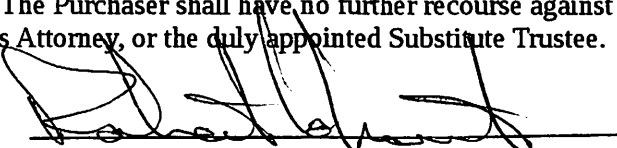
WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Sue Spasic, Robert LaMont, Sheryl LaMont, Harriet Fletcher, Ronnie Hubbard, Sharon St. Pierre, Allan Johnston, Zoran W. Spasic or Alexander Wolfe, any to act, have been appointed as Substitute Trustees 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. Sue Spasic, Robert LaMont, Sheryl LaMont, Harriet Fletcher, Ronnie Hubbard, Sharon St. Pierre, Allan Johnston, Zoran W. Spasic or Alexander Wolfe, 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

  
Substitute Trustee, Robert LaMont 10-31-19

(850) 422-2520