

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: **May 2, 2017**

Grantor(s): **CHARLES E PARKER, JR., A SINGLE MAN**

Original Mortgagee: **Mortgage Electronic Registration Systems, Inc., solely as nominee for Southwest Stage Funding LLC dba Cascade Financial Services**

Original Principal: **\$205,214.00**

Recording Information: **Volume 1309, Page 847**

Property County: **Milam**

Property: **Being a 10.64 acre tract of land out of the George Dampkin Survey, Abstract No. 139, Milam County, Texas and being the remainder of that certain called 13.61 acre tract of land ("Second Tract" out of "SECOND TRACT") described to Julius Albonettl, Jr., recorded in Volume 1098, Page 453 of the Official Records of Milam County, Texas, said 10.64 acres being more particularly described by metes and bounds as follows; BEGINNING at a 1/2 inch iron rod found at a fence corner post on the West Right of Way of State Highway No. 36, located on the south line of said 13.61 acre tract, same being the northeast corner of a called 21.785 acre tract to Robert Erwin, et ux, (1006/774), for the southeast corner of this; THENCE departing said highway right of way, along the south line of said 13.61 acre tract, common boundary with said 21.785 acre tract and along a fence line, North 73 degrees 39 minutes 14 seconds West a distance of 905.54 feet to a 1/2 inch iron rod with yellow cap set at a fence corner post at the northwest corner of said 21.785 acre tract, located in the east margin of County Road No. 234 Loop, for the southwest corner of this; THENCE along the east margin of said county road, and generally with an occupied fence line the following courses and distances: North 24 degrees 28 minutes 14 seconds East a distance of 193.69 feet to a 1/2 inch iron rod with yellow cap for an angle point, and North 17 degrees 17 minutes 09 seconds East a distance of 703.99 feet to a 1/2 inch Iron rod with yellow cap set at a fence corner post at the southwest corner of a called 0.333 acre tract to Terry Cunningham, et al, (1141/82), for the northwest corner of this; THENCE departing said county road, along the north line of said 13.61 acre tract common boundary with said 0.333 acre tract and along a fence line, South 74 degrees 12 minutes 52 seconds East a distance of 146.95 feet to a 1/2 inch iron rod with yellow cap set at a fence corner post at the southeast corner of said 0.333 acre tract, located on the west right of way of said State Highway No. 36, for the northeast corner of this; THENCE along said right of way line, and along a fence line South 22 degrees 23 minutes 31 seconds East a distance of 1150.08 feet to the POINT OF BEGINNING, in all containing 10.64 acres of land.**

PLG File Number: 19-019326-2

Filed 30 day of Jan
in 2020, At 3:10 P.M. 1
County Clerk, Milam County, Texas
By: Jodi Morgan
Deputy

Property Address: **7944 South Highway 36
Cameron, TX 76520**

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: **Southwest Stage Funding, LLC dba Cascade Financial Services**
Mortgage Servicer: **Cascade Financial Services**
Mortgage Servicer: **P.O. Box 15035**
Address: **Suite 150
Chandler, AZ 85244**

SALE INFORMATION:

Date of Sale: **April 7, 2020**
Time of Sale: **10:00 am or within three hours thereafter.**
Place of Sale: **All public sales are held at the east door of the Milam County 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: **Pete Florez, Zachary Florez, Orlando Rosas, Bobby Brown or Cole Emert, 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 Pete Florez, Zachary Florez, Orlando Rosas, Bobby Brown or Cole Emert, 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. Pete Florez, Zachary Florez, Orlando Rosas, Bobby Brown or Cole Emert, 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

A handwritten signature in black ink, appearing to read "Pete" followed by a stylized surname.