

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 4, 2016**
Grantor(s): **Alethea Williams, unmarried**
Original Mortgagee: **Ditech Financial LLC**
Original Principal: **\$50,000.00**
Recording Information: **Volume 1283, Page 183**
Property County: **Milam**
Property: **Situated in the County of Milam, State of Texas, more fully described as:**

Filed 4th day of March
in 2021, At 4:00P. M.
JODI MORGAN
County Clerk, Milam County, Texas
By Alethea Williams
Deputy

Field Notes for 0.1372 acres of land, being the northwest corner of Block 5, Subdivision A, of the Henderson and Arnold Addition to the City of Cameron, Milam County, Texas and being the same tract conveyed to Brown L. Stinnett and wife, Theora Stinnett in Volume 244, Page 562 in the deed records of Milam County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch steel pin set at the southeast intersection of N. Madison Street and 9th Street; being the northwest corner of a tract conveyed to Brown L. Stinnett and wife, Theora Stinnett in Volume 244, Page 562 in the deed records of Milam County, Texas and also being the northwest corner of this tract;

Thence with the north line of said Stinnett tract along the south margin of 9th Street, South 82 degrees East for 92.00 feet to a 1/2 inch steel pin set in a fence corner, being the northeast corner of said Stinnett tract and also being the northeast corner of this tract;

Thence with the fence line along the east line of said Stinnett tract, South 10 degrees West for 65.00 feet to a 1/2 inch steel pin set, being the southeast corner of said Stinnett tract and also being the southeast corner of this tract;

Thence with the south line of said Stinnett tract, North 82 Degrees West for 92.00 feet to a 1/2 inch steel pin set on the east margin N. Madison Street, being the

southwest corner of said Stinnett tract and also being the southwest corner of this tract;

Thence with the east margin of N. Madison Street along the west line of said Stinnett tract, North 10 degrees east for 65.00 feet to the point of beginning.

Property Address: **705 West 9th Street
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: **The Bank of New York Mellon, as Indenture Trustee, for Mid-State Capital Corporation 2004-1 Trust**
Mortgage Servicer: **Shellpoint Mortgage Servicing**
Mortgage Servicer **55 Beattie Place, Suite 100 MS 561**
Address: **Greenville, SC 29601**

SALE INFORMATION:

Date of Sale: **April 6, 2021**
Time of Sale: **10:00 a.m. or within three hours thereafter.**
Place of Sale: **The east door of the Milam County Courthouse at 107 West Main Street in Cameron 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, 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 Pete Florez, 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. Pete Florez, 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

WITNESS MY HAND this 4th day of March, 2020.



ERROR, or Cheyenne Zokaie