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:	November 19, 2015
Grantor(s):	DEE ANNE BONE, AN UNMARRIED WOMAN
Original Mortgagee:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS A NOMINEE FOR SOUTHWEST STAGE FUNDING, LLC DBA CASCADE FINANCIAL SERVICES
Original Principal:	$89,811.00
Recording Information:	Book 1225, Page 131 Document No. 201507506
Property County:	Upshur

FILED
TERRI ROSS
COUNTY CLERK
2021 OCT 11 PM 1:05
UPSHUR COUNTY, TX.
BY: VT
DEPUTY

Property: BEING ALL THAT CERTAIN LOT OR PARCEL OF LAND, BEING 0.506 OF AN ACRE OF LAND, MORE OR LESS, OUT OF THE JOHN LOUT SURVEY A-275 IN UPSHUR COUNTY, TEXAS, MORE FULLY DESCRIBED.

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE JOHN LOUT SURVEY, ABSTRACT NO. 275, UPSHUR COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND CONVEYED TO ROBERT BEAN BROWN AND LARUTH BROWN RECORDED IN VOLUME 339, PAGE 123, DEED RECORDS, UPSHUR COUNTY, TEXAS AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER NEAR THE CENTER OF HAWK ROAD, THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT AND THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO JOYCE BROWN IN QUITCLAIM DEED RECORDED IN VOLUME 618, PAGE 94, DEED RECORDS, UPSHUR COUNTY, TEXAS, SAID POINT BEING SOUTH 00 DEGREES 58 MINUTES 22 SECONDS EAST - 240.09 FEET FROM THE NORTHEAST CORNER OF A CALLED 27.95 ACRE TRACT OF LAND RECORDED IN PARTITION DEED FILED UNDER COUNTY CLERKS FILE NO. 7279, PLAT RECORDS, UPSHUR COUNTY, TEXAS, FROM WHICH A 3/8 INCH IRON ROD FOUND FOR WITNESS BEARS WEST - 20.45 FEET AND A 1/2 INCH IRON ROD FOUND WITH YELLOW CAP STAMPED SAXON FOR WITNESS BEARS NORTH 77 DEGREES 14 MINUTES 53 SECONDS WEST - 21.95 FEET;

Tejas Trustee Services

THENCE SOUTH 00 DEGREES 58 MINUTES 22 SECONDS EAST WITHIN SAID HAWK ROAD A DISTANCE OF 104.92 FEET TO A POINT FOR CORNER, THE SOUTHEAST CORNER OF HEREIN DESCRIBED TRACT, SAID POINT BEING THE MOST EASTERLY NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO PERRY DWIGHT BROWN RECORDED IN VOLUME 56, PAGE 742 DEED RECORDS, UPSHUR COUNTY, TEXAS;

THENCE WEST PASSING A 3/8 INCH IRON ROD FOUND FOR WITNESS AT 21.31 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 210.00 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER, THE SOUTHWEST CORNER OF HEREIN DESCRIBED TRACT, AN INNER ELL CORNER OF SAID BROWN TRACT;

THENCE NORTH 00 DEGREES 58 MINUTES 22 SECONDS WEST A DISTANCE OF 104.92 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER, THE NORTHWEST CORNER OF HEREIN DESCRIBED TRACT AND THE SOUTHWEST CORNER OF SAID JOYCE BROWN TRACT, FROM WHICH A 1/2 INCH IRON ROD FOUND WITH YELLOW CAP STAMPED SAXON FOR WITNESS BEARS NORTH 76 DEGREES 32 MINUTES 34 SECONDS WEST - 21.93 FEET;

THENCE EAST ALONG THE SOUTH LINE OF SAID JOYCE BROWN TRACT A DISTANCE OF 210.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 22,029.505 SQUARE FEET OR 0.506 ACRES OF LAND.

Property Address: **2692 Hawk Road**
Diana, TX 75640

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 Address:	**P.O. Box 15035** **Suite 150** **Chandler, AZ 85244**

SALE INFORMATION:

Date of Sale:	**December 7, 2021**
Time of Sale:	**10:00 am or within three hours thereafter.**
Place of Sale:	**The North entry of the Upshur County Courthouse as the area for the sale of real property under contract lien or, if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Office.**
Substitute Trustee:	**Harriett Fletcher, Sheryl LaMont, Robert LaMont, Ronnie Hubbard, Allan Johnston, Terri Worley or Lisa DeLong, 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 Harriett Fletcher, Sheryl LaMont, Robert LaMont, Ronnie Hubbard, Allan Johnston, Terri Worley or Lisa DeLong, 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. Harriett Fletcher, Sheryl LaMont, Robert LaMont, Ronnie Hubbard, Allan Johnston, Terri Worley or Lisa DeLong, 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

Posted and filed by: _____
Printed Name: Harriett Fletcher, 10/11/2021