

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:	January 7, 1998
Grantor(s):	Linda L. Higgins
Original Mortgagee:	Rural Housing Service, United States Department of Agriculture
Original Principal:	\$67,375.00
Recording Information:	Book 98008, Page 06564
Property County:	Dallas
Property:	Being LOT 7 in BLOCK 7 of BROOK VALLEY NO. 4, an Addition to the City of Seagoville, Dallas county, Texas, according to the Map recorded in Volume 84063, Page 2980 of the Map Records of Dallas County, Texas.
Property Address:	1317 Hall Lane Seagoville, TX 75159

FILED
 2019 AUG 12 PM 1:21
 JOHN F. WARREN
 COUNTY CLERK
 DALLAS COUNTY
 BY _____

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

SALE INFORMATION:

Date of Sale: **September 3, 2019**
 Time of Sale: **10:00 am or within three hours thereafter.**
 Place of Sale: **The north side of the George Allen Courts building facing Commerce Street 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: **Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani or Alexander Wolfe, 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 Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani 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. Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani 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 32313
(850) 422-2520

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DEED OF TRUST INFORMATION:

Date:	December 8, 2000
Grantor(s):	Stephen A. Stephens, Jennifer L. Stephens
Original Mortgagee:	Rural Housing Service, United States Department of Agriculture
Original Principal:	\$86,120.00
Recording Information:	Instrument Number 200001230696
Property County:	Dallas
Property:	Being Lot 7, Priest Acres, an Addition to the City of Seagoville, Dallas County, Texas, according to the Map thereof recorded in Volume 98127, Page 77, Map Records, Dallas County, Texas
Property Address:	114 Modene Seagoville, TX 75159

BY _____
 JOHN F. WARREN
 COUNTY CLERK
 DALLAS COUNTY
 2019 AUG 12 PM 1:22
FILED

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Padgett Law Group
6267 Old Water Oak Road
Suite 203
Tallahassee, FL 33213
(850) 422-2520

Notice of Trustee's Sale

Date: **August 7, 2019**
Trustee: **Lee J. Schmitt**
Mortgagee: **Nextlots Now, LLC, a Texas Limited Liability Company**
Note: **September 6, 2016, Principal Amount \$ 55,0000.00**

Deed of Trust

Date: **September 6, 2016**
Grantor: **Valentin Ramirez-Andrade**
Mortgagee: **Nextlots Now, LLC, a Texas Limited Liability Company**

Recording information: Deed of Trust and Promissory Note

Property: **Tract 1: Account No. 50005750050100000; Lot 10 Of Blair Creek Village Addition, Situated In City Block E In The City Of Seagoville, Dallas County, Texas As Shown By A Deed Recorded In Volume 80180 Page 3080 Of The Deed Records Of Dallas County, Texas, And More Commonly Addressed As 418 Larry Drive, Dallas, Dallas County, Texas (The "Property")**

(Address: 418 Larry Street, Dallas County, Texas 75159)

Property: **Tract 2: Account No. 50005750050110000; Lot 11 Of Blair Creek Village Addition, Situated In City Block E In The City Of Seagoville, Dallas County, Texas As Shown By A Deed Recorded In Volume 80180 Page 3080 Of The Deed Records Of Dallas County, Texas, And More Commonly Addressed As 500 Larry Drive, Dallas, Dallas County, Texas (The "Property")**

(Address: 500 Larry Street, Dallas County, Texas 75159)

County: **Dallas County**
Trustee's/Substitute Trustee's Name: **Lee J. Schmitt**
Trustee's/Substitute Trustee's Address: **P.O. Box 865, Lancaster, Texas 75146**
Date of Sale (first Tuesday of month): **September 3, 2019**
Time of Sale: **10:00 am**
Place of Sale: **Dallas County Courthouse**

Lee J. Schmitt is Trustee under the Deed of Trust/Nextlots Now, LLC, a Texas Limited Liability Company has appointed **Lee J. Schmitt** as Trustee under the Deed of Trust. Mortgagee has instructed Trustee to offer the Property for sale toward the satisfaction of the Note.

Notice is given that on the **September 3, 2019**, Trustee will offer the Property for sale at public auction at the **Dallas County Courthouse, Dallas, Texas**, to the highest bidder for cash, "AS IS." THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE FOR THE PERSONAL PROPERTY IN THIS DISPOSITION. The earliest time the sale will occur is the **10:00 AM**, and sale will be conducted no later than three hours thereafter.



Lee J. Schmitt, Trustee

8-7-19

FILED
2019 AUG - 8 AM 8:12
JOHN F. MARRIN
COUNTY CLERK
DALLAS COUNTY
BY _____