

FILED FOR RECORD
2024 OCT 14
CHRISTINA URBANO
COUNTY OF TOM GREEN

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: April 24, 2013

Grantor(s): Herbert Hirata and wife, Dorothy Hirata

Original Mortgagee: Mortgage Electronic Registration Systems, Inc., as nominee for American Nationwide Mortgage Company, Inc.

Original Principal: \$162,000.00

Recording Information: 735844

Property County: Tom Green

Property: Being an area of 0.609 acre of land and being all of Lot 2 and the East part of Lot 1, Block 23, Lake Garden No. 2, Tom Green County, Texas as per plat recorded in Volume 2, Page 359, Plat Records of Tom Green County, Texas and said 0.609 acre tract being more particularly described by metes and bounds as follows: BEGINNING at a 3/8" iron pipe found for the northeast corner of this tract, said Lot 2 the northwest corner of certain Lot 3 of said block 23 and being in the south line of Verbena Street: THENCE with the east line of this tract, said Lot 2 and west line of said Lot 3, South 142.51 feet (Called 142.2 feet) to a 3/8" iron pipe found for the southeast corner of this tract, said Lot 2 and southwest corner of said Lot 3; THENCE with the south line of this tract, said Lot 2 and Lot 1, S 89° 40' 49" W 208.50 feet to a 1/2" iron rod with cap set for the southwest corner of this tract; THENCE with the west line of this tract and across said Lot 1, North 89.00 feet to a 1/2" iron rod with cap set for the northwest corner of this tract; THENCE with the north or northwest line of this tract and said Lot 1, N 65° 41' 37" E 132.82 feet to a 3/8: iron pipe found for the northwest corner of this tract and said Lot 1 THENCE with the north line of this tract, said Lot 1 and Lot 2 and the south line of said Verbena Street, East at 37.45 feet pass the common corner of said Lots 1 and 2, in all a total distance of 87.45 feet to the place of beginning and containing an area of 0.609 acre of land.

Property Address: 7593 Verbena Street
San Angelo, TX 76901

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: **LLACG COMMUNITY INVESTMENT FUND**
Mortgage Servicer: **Anders Capital Group**
Mortgage Servicer: **1540 Kurt Street**
Address: **Eustis, FL 32726**

SALE INFORMATION:

Date of Sale: **November 5, 2024**
Time of Sale: **10:00 AM or within three hours thereafter.**
Place of Sale: **THE FOYER OF THE EDD B. KEYES BUILDING. IN THE EVENT THAT THE KEYES BUILDING IS CLOSED, THE SALES WILL BE HELD AT THE SOUTH ENTRANCE OF THE KEYES BUILDING, OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE.**

Substitute: **Terry Browder, Laura Browder or Jamie Osborne Padgett Law Group, Michael J.**
Trustee: **Burns, Jonathan Smith, Gabrielle A. Davis, or Paige Jones, any to act**
Substitute: **546 Silicon Dr., Suite 103**
Trustee Address: **Southlake, TX 76092**
TXAttorney@PadgettLawGroup.com

APPOINTMENT OF SUBSTITUTE TRUSTEE:

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

The undersigned is the attorney for the mortgagee and/or mortgage servicer, and in such capacity does hereby remove the original trustee and all successor substitute trustees under the above-described Deed of Trust and appoints in their place, any to act, those substitute trustees identified in the SALE INFORMATION section of this notice, whose address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092 as Substitute Trustee, who shall hereafter exercise all powers and duties to set aside the said original trustee under said Deed of Trust, and further does hereby request, authorize, and instruct said Substitute Trustees to conduct and direct the execution of remedies set aside to the beneficiary therein.

WHEREAS, the above-named Grantor(s) 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 under said Deed of Trust has been hereby removed and the herein described Substitute Trustees, 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. The herein appointed Substitute Trustees, 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.

Pjones

Jamie Osborne

Michael J. Burns / Jonathan Smith/ Gabrielle A. Davis/ Paige Jones

CERTIFICATE OF POSTING

My name is Jamie Osborne, and my address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on 10-14-24, I filed at the office of the Tom Green County Clerk to be posted at the Tom Green County courthouse this notice of sale.

Jamie Osborne

Declarant's Name: Jamie Osborne

Date: 10-14-24

Padgett Law Group
546 Silicon Dr., Suite 103

Southlake, TX 76092

TXAttorney@PadgettLawGroup.com
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