

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 10, 2018
Grantor(s): CARLOS F. CABRERA III, AN UNMARRIED MAN
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR SOUTHWEST STAGE FUNDING, LLC DBA CASCADE FINANCIAL SERVICES
Original Principal: \$91,310.00
Recording Information: 2018-01648
Property County: Calhoun
Property: THE FOLLOWING DESCRIBED TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN CALHOUN COUNTY, TEXAS, TO-WIT:

BEING A 1.6667 ACRE TRACT OF LAND SITUATED IN THE MANUEL LOPEZ SURVEY ABSTRACT 25, CALHOUN COUNTY, TEXAS, AND BEING OUT OF FARM TRACT 19 OF THE TENANT PURCHASE SUBDIVISION, SAID 1.6667 ACRE TRACT OF LAND BEING OUT OF THAT 5.00 ACRE TRACT OF LAND CONVEYED TO CARLOS F. CABRERA ET UX BY DEED RECORDED IN VOLUME 178 PAGE 448 OF THE OFFICIAL RECORDS OF CALHOUN COUNTY, TEXAS, SAID 1.6667 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING AT A POINT ON THE CENTER LINE OF AN EXISTING 60-FOOT WIDE ROADWAY EASEMENT KNOWN AS GARZA ROAD, SAID POINT BEING THE MOST EASTERN CORNER OF THE CABRERA TRACT SAME BEING THE MOST NORTHERN CORNER OF THE STEVEN BORDVOSKY 2.00 ACRE TRACT, THENCE N. 35° 26' W., A DISTANCE OF 233.82 FEET ALONG THE CENTER LINE OF GARZA ROAD, SAME BEING THE NORTHEAST LINE OF THE CABRERA TRACT TO A POINT AND THE PLACE OF BEGINNING, SAID POINT AND PLACE OF BEGINNING ALSO BEING THE MOST EASTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S. 54° 25' W. A DISTANCE OF 30.00 FEET TO A 1/2 INCH IRON ROD SET IN THE SOUTHWEST LINE OF SAID GARZA ROAD AND CONTINUING S. 54° 26' W. A DISTANCE OF 591.000 FEET FOR A TOTAL

AT 11:05 FILED O'CLOCK a M

PLG File Number: 21-009300-7

AUG 15 2022

BY: ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS
DEPUTY

DISTANCE OF 631.00 FEET TO A 1/2 IRON ROD SET IN THE SOUTHWEST LINE OF THE SAID CABRERA TRACT, SAME BEING THE NORTHEAST LINE OF THE SALVADOR MUNIZ TRACT (VOL 82 PG. 84), SAID IRON ROD BEING THE MOST SOUTHERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N. 35° 26' W., A DISTANCE OF 116.90 FEET ALONG THE SOUTHWEST LINE OF THE SAID CABRERA TRACT TO A 1/2 IRON ROD SET FOR THE MOST WESTERN CORNER OF THE CABRERA 5.00 ACRE TRACT, SAME BEING THE MOST SOUTHERN CORNER OF THE JESUS V. VEGA 1.00 ACRE TRACT (VOL. 424 PG 265 O.R.), SAID IRON ROD ALSO BEING THE MOST WESTERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE N 54°25' E, A DISTANCE OF 591.00 FEET ALONG THE NORTHWEST LINE OF THE CABRERA 5.00 ACRE TRACT, SAME BEING THE SOUTHEAST LINE OF THE VEGA 1.00 ACRE TRACT TO A 1/2 INCH IRON ROD SET IN THE SOUTHWEST LINE OF THE GARZA ROAD AND AT THE TOTAL DISTANCE OF 621.00 FEET TO A POINT ON THE CENTERLINE OF THE GARZA ROAD, SAID POINT BEING THE MOST NORTHERN CORNER OF THE CABRERA 5.00 ACRE TRACT, SAID POINT ALSO BEING THE MOST NORTHERN CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 35°26' E, A DISTANCE OF 116.90 FEET TO THE PLACE OF BEGINNING, CONTAINING WITHIN THESE METES AND BONDS 1.6667 ACRES OF LAND OF WHICH 0.0805 ACRE IS IN THE 60 FOOT WIDE ROADWAY EASEMENT KNOWN AS GARZA ROAD WHICH IS DESCRIBED IN VOL. 89 PG 901 O.R. AND IN VOL 178 PG 448 O.R.

Property Address: 324 Garza Road
Port Lavaca, TX 77979

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: 2701 E Insight Way
Suite 150
Chandler, AZ 85286

SALE INFORMATION:

Date of Sale: September 6, 2022
Time of Sale: 11:00 AM or within three hours thereafter.

Place of Sale: **THE FOYER OF THE COURTHOUSE FACING ANN STREET, 211 S. ANN STREET, PORT LAVACA, CALHOUN COUNTY, TX. SHOULD THERE BE AN ELECTION BEING HELD IN THE FOYER OF THE COURTHOUSE, THE DESIGNATED PLACE FOR HOLDING FORECLOSURE SALES SHALL BE AT THE END OF THE HALL OUTSIDE THE SHERIFF'S OFFICE FAXING THE FOYER OF THE COURTHOUSE. SHOULD THE COURTHOUSE BE CLOSED AT THE TIME DESIGNATED FOR FORECLOSURE SALES, THE DESIGNATED LOCATION SHALL BE THE SIDEWALK IN FRONT OF THE COURTHOUSE FACING ANN STREET, PORT LAVACA, CALHOUN COUNTY, TX OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or, if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court.**

Substitute: **Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Janice Stoner, Jodi Steen,**
Trustee: **or Michael J. Burns, Vrutti Patel, or Jonathan Smith, any to act**
Substitute: **5501 LBJ Freeway, Suite 925**
Trustee Address: **Dallas, TX 75240**
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 Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Janice Stoner, Jodi Steen, or Michael J. Burns, Vrutti Patel, or Jonathan Smith, any to act, whose address is c/o Padgett Law Group, 5501 LBJ Freeway, Suite 925, Dallas, TX 75240 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 Mortgagee, the Mortgagee, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.


Michael J. Burns / Vrutti Patel / Jonathan Smith