

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

ON CO. REC. RECORD
2022 APR 10 PM 2:32
SUSAN STICKLAND
COUNTY CLERK, VAN ZANDT

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.

BY _____ DEPUTY

DEED OF TRUST INFORMATION:

Date: **July 15, 2022**

Grantor(s): **Joshua Schneider and Angel Cifuentes, both unmarried**

Original Mortgagee: **Mortgage Electronic Registration Systems, Inc., as nominee for Colonial National Mortgage, a division of Colonial Savings, F.A.**

Original Principal: **\$641,250.00**

Recording Information: **2022-008470**

Property County: **Van Zandt**

Property: **Tract One:**

All that certain lot, tract, or parcel of land situated within the Charles B. Jennings Survey, Abstract No. 423, Van Zandt County, Texas, being a part of that tract of land conveyed to Kevin Neil Jones in Document No. 2013-003158, Real Records of Van Zandt County, Texas, and being more particularly described as follows:

Beginning at a 1/2 inch steel rod found for the northerly most corner of said Jones tract;

Thence South 46 degrees 20 minutes 03 seconds East, 330.59 feet to a 1/2 inch steel rod set and capped "Vogt 5248" for corner, From which a 3/8 inch steel rod found bears South 46 degrees 20 minutes 03 seconds East at 81 1.97 feet for witness;

Thence South 50 degrees 08 minutes 18 seconds West, 377.17 feet to a 1/2 inch steel rod set and capped "Vogt 5248" for corner;

Thence South 36 degrees 21 minutes 37 seconds West, 107.96 feet to a 2 7/8 inch fence post found for corner;

Thence South 34 degrees 11 minutes 47 seconds West, passing a 1/2 inch steel rod set and capped "Vogt 5248" at 377.84 feet, in all 408.42 feet to a point for corner within County Road No. 2316;

Thence North 44 degrees 27 minutes 34 seconds West, within County Road No. 2316, 375.50 feet to a point for corner;

Thence North 44 degrees 04 minutes 47 seconds East, passing a 3/8 inch steel rod found at 29.93 feet, in all 872.44 feet to the point of beginning and containing 6.50

DeKalve

acres of land.

Tract Two:

All that certain lot, tract or parcel of land situated within the Charles B. Jennings Survey, Abstract No. 423, Van Zandt County, Texas, being a part of that tract of land conveyed to Kevin Neil Jones in Document No. 2013-003158, Real Records of Van Zandt County, Texas, and being more particularly described as follows:

Beginning at a "Vogt 5248" capped steel rod found for corner in the northeast line of said Jones tract, from which a 1/2 inch steel rod found for the northerly most corner of said Jones tract bears North 46 degrees 20 minutes 03 seconds West at 330.39 feet for witness;

Thence South 46 degrees 20 minutes 03 seconds East, 163.20 feet to a 1/2 inch steel rod set and capped "Vogt 5248" for corner, from which a 3/8 inch steel rod found bears South 46 degrees 20 minutes 03 seconds East at 648.77 feet for witness;

Thence South 45 degrees 32 minutes 26 seconds West, passing a 1/2 inch steel rod set and capped "Vogt 5248" at 858.31 feet, in all 888.31 feet to a rail road spike set for corner within County Road No. 2316;

Thence North 44 degrees 27 minutes 34 seconds West, within County Road No. 2316, 95,78 feet to a point for corner;

Thence North 34 degrees 11 minutes 47 seconds East, passing a "Vogt 5248" capped steel rod found at 30.58 feet, in all 408.42 feet to a 2 7/8 inch fence post found for corner;

Thence North 36 degrees 21 minutes 37 seconds East, 107.96 feet to a "Vogt 5248" capped steel rod found for corner;

Thence North 50 degrees 08 minutes 18 seconds East, 377.17 feet to the Point of Beginning and containing 3.25 acres of land.

Property Address: 209 Van Zandt County Road 23
Canton, TX 75103

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: **SELENE FINANCE, LP**
Mortgage Servicer: **Selene Finance LP**
Mortgage Servicer: **3501 Olympus Boulevard**
Address: **5th Floor, Suite 500**
Dallas, TX 75019

SALE INFORMATION:

Date of Sale: **June 2, 2026**
Time of Sale: **11:00 AM or within three hours thereafter.**
Place of Sale: **Van Zandt County Courthouse, 121 E. Dallas Street, Canton, TX 75103 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: **Auction.com, LLC, and Padgett Law Group, any to act**
Substitute Trustee Address: **546 Silicon Dr., Suite 103 Southlake, TX 76092**

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. *The Financial Crimes Enforcement Network ("FinCEN"), a bureau of the U.S. Department of Treasury, now requires the collection, certification and reporting of certain information relating to non-financed transfers of real property to legal entities and/or trusts, which such information the successful bidder(s) shall be expected to provide to the auctioneer at the time of the subject sale. Interested bidders with questions regarding the necessary information to be provided are hereby directed, generally, to FinCEN's website and, more specifically to the FinCEN Real Estate Report*

located in the forms bank thereof.

4. 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.
5. 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.
6. 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.

Paige Jones

Michael J. Burns / Paige Jones/ Gabrielle A. Davis/ Ronny George

CERTIFICATE OF POSTING

My name is _____, 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 _____, I filed at the office of the Van Zandt County Clerk to be posted at the Van Zandt County courthouse this notice of sale.

Declarant's Name: _____

Date: _____

Padgett Law Group
546 Silicon Dr., Suite 103, Southlake, TX 76092
(850) 422-2520

WITNESS MY HAND this _____ day of _____, _____.
