

**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: August 6, 2009  
Grantor(s): Sammy Graham, Megan Herweck  
Original Mortgagee: Mortgage Electronic Registration Systems, Inc., solely as nominee for Southwest Stage Funding, LLC dba Cascade Financial Services  
Original Principal: \$104,825.00  
Recording Information: Book 306, Page 67  
Property County: Jones  
Property: BEING a tract of land situated within Lot 8, Holt & Swensons Subdivision of the North part of the G. Martinez Survey No. 194, Jones County, Texas, per the official plat being recorded in Volume 14, Page 140 of the Deed Records of Jones County, Texas, being part of a tract of land described in a deed to Milard W. Herweck recorded in Volume 288, Page 110 of the Official Public Records of Jones County, Texas, being more particularly described as follows:

BEGINNING at a 3/8" iron rod (control monument) found in a gravel roadway known as Hatchett Oil Field Road by plat recorded in Volume 705, Page 140 of the Deed Records of Jones County, Texas, said point being located in the common line between Lot 7 and Lot 8 of said Holt & Swensons Subdivision, also being a common corner between said Milard W. Herweck tract and the remaining portion of a tract of land described in a deed to W. D. Holden recorded in Volume 661, Page 700 of the Deed Records of Jones County, Texas.

THENCE S 75 degrees 24 minutes 32 seconds W (base bearing per GPS observation, WGS 84), 359.33 feet along the common line between Lot 7 and Lot 8, same being the South line of Milard W. Herweck tract, to a 60d nail (control monument) set for the Southwest corner of this described tract;

THENCE N 14 degrees 50 minutes 58 seconds W, 485.10 feet with the West line of this described tract, to a 1/2" rebar rod set with survey cap stamped RPLS 1983 for the Northwest corner of this described tract;

THENCE N 75 degrees 24 minutes 32 seconds E parallel with the South line 05 Lot 8, at 279.91 feet passing a common corner between Milard W. Herweck and a tract of land described as a save & except tract to W. D. Holden recorded in

PLG File Number: 19-007881-2

**POSTED NOTICE**

**DATE** 6-20-19 **TIME** 3:38 pm

*Kathryn Jennings*  
**JONES COUNTY CLERK, JONES CO., TX**

**BY:** \_\_\_\_\_

Volume 705, Page 97 of the Seed Records of Jones County, Texas, thence continuing along the same course for a total distance of 359.33 feet to a 1/2" rebar rod set with a cap stamped RPLS 1983 in the common line between Milard W. Herweck tract and previously mentioned W. D. Holden tract described in Volume 661, Page 700 Deed Records of Jones County, Texas, for the Northeast corner of this described tract;

THENCE S 14 degrees 50 minutes 58 seconds E, 485.10 feet along the common line between Milard W. Herweck tract and W. D. Holden tract, to the place of beginning and containing 4.00 acres of land.

**TOGETHER WITH A 30' ROADWAY EASEMENT HEREBY BEING RETAINED BY MILARD W. HERWECK:**

BEING a 30' roadway easement situated within Lot 8, Holt & Swensons Subdivision of the North part of the G. Martinez Survey No. 194, Jones County, Texas, per the official plat being recorded in Volume 14, Page 140 of the Deed records of Jones County, Texas, being part of a tract of land described in a deed to Milard W. Herweck recorded in Volume 288, Page 110 of the Official Public Records of Jones County, Texas, said roadway easement having sidelines located 15.00 feet perpendicular to and running parallel with the following described centerline:

BEGINNING at a point located in a gravel roadway known as Hatchett Oil Field Road by plat recorded in Volume 705, Page 140 of the Deed Records of Jones County, Texas, said point being located in the common line between Lot 7 and Lot 8 of said Holt & Swensons Subdivision, same being located in the South line of said Milard W. Herweck tract, from which a 3/8" iron rod found for the Southeast corner of Milard W. Herweck tract bears N 75 degrees 24 minutes 32 seconds E, 211.12 feet;

THENCE along the approximate center of an existing gravel roadway as follows:

THENCE N 13 degrees 00 minutes 15 seconds W, 143.69 feet to a point;

THENCE N 04 degrees 53 minutes 24 seconds W, 146.06 feet to a point;

THENCE N 00 6degrees 47 minutes 00 seconds W, 203.38 feet to a point in the North line of the above described 4.00 acre tract for the terminating point of this described roadway easement.

Property Address: 2196 Private Road 315  
Hawley, TX 79525

**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 **3345 S. Val Vista Drive**  
Address: **Gilbert, AZ 85297**

**SALE INFORMATION:**

Date of Sale: **September 3, 2019**  
Time of Sale: **1:00 pm or within three hours thereafter.**  
Place of Sale: **The south entrance of the Courthouse (the front of the building since the date of construction and Anson Jones statue on the south side) 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: Terry Browder, Laura Browder, Marsha Monroe or Alexander Wolfe, any to act**  
Substitute **5501 East LBJ Frwy, Ste. 925**  
Trustee Address: **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 Terry Browder, Laura Browder, Marsha Monroe 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. Terry Browder, Laura Browder, Marsha Monroe 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 33213  
(850) 422-2520

A handwritten signature in black ink, appearing to read "Tony Brundage". The signature is written in a cursive style with a large, sweeping initial "T" and "B".