



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 13, 2023**
 Grantor(s): **MVDV Rentals, LLC, a Texas limited liability company**
 Original Mortgagee: **HouseMax Funding, LLC, a Texas limited liability company**
 Original Principal: **\$543,000.00**
 Recording Information: **2023002465**
 Property County: **Lubbock**
 Property: **See attached "Exhibit A"**
 Property Address: **See attached "Exhibit A"**

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: **Massachusetts Mutual Life Insurance Company**
 Mortgage Servicer: **Shellpoint Mortgage Servicing**
 Mortgage Servicer Address: **75 Beattie Place**
 Address: **Greenville, SC 29601**

SALE INFORMATION:

Date of Sale: **December 3, 2024**
 Time of Sale: **10:00 AM or within three hours thereafter.**
 Place of Sale: **THE GAZEBO LOCATED ON THE FRONT LAWN OF THE COUNTY COURTHOUSE, WITH THE FIRST ALTERNATE LOCATION BEING THE SECOND FLOOR AUDITORIUM AT 916 MAIN AND THE SECOND ALTERNATE LOCATION BEING THE COMMISSIONER'S COURT LCOATED ON THE FIFTH FLOOR OF THE COURTHOUSE 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 Trustee: **Terry Browder, Laura Browder or Jamie Osborne, Padgett Law Group, Michael J. Burns, Jonathan Smith, Gabrielle A. Davis, or Paige Jones, any to act**
 Substitute Trustee Address: **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.

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

CERTIFICATE OF POSTING

My name is Terry Browder, 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 9-19-24, I filed at the office of the Lubbock County Clerk to be posted at the Lubbock County courthouse this notice of sale.



Declarant's Name: Terry Browder

Date: 9-19-24

Padgett Law Group
546 Silicon Dr., Suite 103

Southlake, TX 76092

TXAttorney@PadgettLawGroup.com
(850) 422-2520

EXHIBIT "A"
LEGAL PROPERTY DESCRIPTION

Property Address: 14 Highland Drive, Ransom Canyon, Texas 79366

TRACT I: LOT ELEVEN (11), BLOCK FOUR (4), a replat of Block 2, 3 and 4, ROBERT A. JONES SUBDIVISION, an Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 440, Page 636, amended in Volume 480, Page 344, replatted in Volume 475, Page 503 of the Deed Records of Lubbock County, Texas.

Property Address: 1315 25th Street, Lubbock, Texas 79411

TRACT II: LOT EIGHT (8), MATHIS SUBDIVISION of Lot 3, Block 10 of W.D. Crump 5 Acre Addition in Survey 10, Block B, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 301, Page 164, amended in Volume 378, Page 388, amended in Volume 391, Page 484, of the Deed Records of Lubbock County, Texas.

Property Address: 1321 46th Street, Lubbock, Texas 79412

TRACT III: LOT ELEVEN (11) and the North Five feet (N. 5') of LOT TWELVE (12), DIXIE LAND ADDITION to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 86, Page 622 of the Deed Records of Lubbock County, Texas.

Property Address: 1616 24th Street, Lubbock, Texas 79411

TRACT IV: LOT EIGHTEEN (18), BLOCK TWENTY (20), OVERTON ADDITION to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 19, Page 56, refiled in Volume 19, Page 568 of the Deed Records of Lubbock County, Texas.

Property Address: 1914 18th Street, Lubbock, Texas 79401

TRACT V: The East Thirty-Six and Seven-Thirteenths feet (E. 36 7/13') of LOT NINETEEN (19) and the West Eighteen and Six-Thirteenths feet (W. 18 6/13') of LOT TWENTY (20), BLOCK SIXTEEN (16), McCRUMMEN'S 2nd Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 26, Page 60 of the Deed Records of Lubbock County, Texas.

Property Address: 1921 Dixie Drive, Lubbock, Texas 79411

TRACT VI: The West Sixty-Two feet (W. 62') of LOT ONE HUNDRED SEVENTEEN (117), BENHALL MANOR, an Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 796, Page 263, corrected in Volume 807, Page 75 of the Deed Records of Lubbock County, Texas.

Property Address: 2015 39th Street, Lubbock, Texas 79412

TRACT VII: LOT NINE (9), and the West Ten feet (W. 10') of LOT TEN (10), BLOCK THREE (3), SUNNY SIDE ADDITION to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 146, Page 634 of the Deed Records of Lubbock County, Texas.

Property Address: 2122 Cornell Street, Lubbock, Texas 79415

TRACT VIII: LOT TWENTY-THREE (23), BLOCK TWELVE (12), a replat of Blocks 8 through 14, LAKE RANSOM CANYON ADDITION to the Town of Ransom Canyon, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 1141, Page 525 of the Deed Records of Lubbock County, Texas.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion

Kelly Pinion, County Clerk
Lubbock County, TEXAS
09/19/2024 11:04 AM
FEE: \$2.00
2024037854