FILED FOR RECORD AT 9:15 O'CLOCK 4 M

24-250190

Notice of Substitute Trustee's Sale

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Notice Concerning Military Duty: Assert and protect your rights as a member of the armed forces of the United Ounty States. If you are or your spouse is serving on active military duty, including active military duty as a member PUTY 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. Tex. Prop. Code § 51.002(i)

Deed of Trust Date: March 8, 2017	Original Mortgagor/Grantor: SCOTT RODABAUGH
Original Beneficiary / Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR REVERSE MORTGAGE FUNDING LLC., ITS SUCCESSORS AND ASSIGNS	Current Beneficiary / Mortgagee: CARRINGTON MORTGAGE SERVICES LLC
Recorded in: Volume: 426 Page: 651 Instrument No: 170516	Property County: SABINE
Mortgage Servicer: COMPU-LINK CORPORATION D/B/A CELINK	Mortgage Servicer's Address: 101 WEST LOUIS HENNA BLVD, AUSTIN, TX 78728

* The mortgage servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

Secures: Note in the original principal amount of \$177,000.00, executed by SCOTT RODABAUGH and payable to the order of Lender.

Property Address/Mailing Address: 180 KIRBY STREET, HEMPHILL, TX 75948

Legal Description of Property to be Sold: EXHIBIT "A"

BEING A PORTION OF A 96 ACRE TRACT IN THE JOSEPH WALKER SURVEY, ABSTRACT NO. 57, AS DESCRIBED IN A DEED FROM WILLIE M. FULLER, ET VIR TO TEMPLE LUMBER C2OMPANY DATED NOVEMBER 22, 1938, AND RECORDED IN VOLUME 44, PAGE 275, OF THE DEED RECORDS OF SABINE COUNTY, TEXAS:

BEGINNING AT AN IRON STAKE IN THE NORTH LINE OF THE 96 ACRE TRACT, THE NORTHWEST CORNER OF KIRBY WRIGHT'S 0.495 OF AN ACRE LOT, A 7' RED OAK BEARS S 42° 10' E, 2.8 VARAS, A 9" PINE BEARS N 5° 50" E, 1.95 VARAS, AND A 10" PINE BEARS N 77° 40' W, 1.90 VARAS;

THENCE WITH WRIGHT'S WEST LINE S 33° 25' E, 95.23 VARAS TO AN IRON STAKE IN THE NORTHWEST RIGHT OF WAY LINE OF FARM ROAD NO. 83, A 10° POST OAK BEARS N 20° 25' W, 4.78 VARAS, A 9" PINE BEARS N77° 55" W, 8.28 VARAS, AND ANOTHER 9" PINE BEARS S 75° W, 12.31 VARAS;

THENCE WITH SAID RIGHT OF WAY LINE S 37° 55' W, 29.15 VARAS TO AN IRON STAKE, A 5" BEARS S 85° W, 3.35 VARAS, A 9" PINE BOARS N 11° 55" W, 9.6 VARAS;

THENCE CONTINUING WITH SAID RIGHT OF WAY LINE S 34° 30' W, 34.58 VARAS, S 30° 40' W, 31.93 VARAS, AND S 28° 25' W, 36.55 VARAS TO AN IRON STAKE, A 10" POST OAK BEARS N 16° W, 11.98

VARAS, AN 8" PINE BEARS N 82° 55' W, 9.30 VARAS, AND A 6" PINE BEARS S 47° 40' W, 11.12 VARAS;

THENCE N 13° 52' W 169.10 VARAS TO AN IRON STAKE IN THE NORTH LINE OF THE 96 ACRE TRACT, AN 18" PINE BEARS N 19° 50' W, 8.05 VARAS, A 6" PINE BEARS N 68° 55' E, 10.50 VARAS AND AN 18" WHITE OAK BEARS S 22° 45' W, 15.75 VARAS;

THENCE N 65° 40' E, 64.79 VARAS TO THE PLACE OF BEGINNING, CONTAINING 1.918 ACRES OF LAND, MORE OR LESS.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B, HEREOF.

Date of Sale: July 1, 2025	Earliest time Sale will begin: 1:00 PM
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Place of sale of Property: THE FRONT STEPS ON THE NORTH SIDE OF THE COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

Appointment of Substitute Trustee: Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust, the same is now wholly due. Because of that default, *CARRINGTON MORTGAGE SERVICES LLC*, the owner and holder of the Note, has requested Sheryl LaMont, Sharon St. Pierre, Christine Wheeless, Phillip Hawkins, Kevin Key or Jay Jacobs whose address is 14800 LANDMARK BLVD., SUITE 850, DALLAS, TX 75254, to sell the property. The Trustee(s) has/have been appointed Substitute Trustee in the place of the original trustee, in the manner authorized by the deed of trust.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that *CARRINGTON MORTGAGE SERVICES LLC* bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075(a) of the Texas Property Code, Sheryl LaMont, Sharon St. Pierre, Christine Wheeless, Phillip Hawkins, Kevin Key or Jay Jacobs whose address is 14800 LANDMARK BLVD., SUITE 850, DALLAS, TX 75254, Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Sheryl LaMont, Sharon St. Pierre, Christine Wheeless, Phillip Hawkins, Kevin Key or Jay Jacobs whose address is 14800 LANDMARK BLVD., SUITE 850, DALLAS, TX 75254, Trustee.

Limitation of Damages: 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 Mortgagor, the Mortgagee, or the Mortgagee's attorney.

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SUBSTITUTE TRUSTEE

<u>Sheryl LaMont</u>, Sharon St. Pierre, Christine Wheeless, Phillip Hawkins, Kevin Key or Jay Jacobs, Trustee <u>Posted May 8, 2025</u>.

c/o Robertson, Anschutz, Schneid, Crane & Partners, PLLC, 13010 Morris Rd, Suite 450, Alpharetta, Georgia 30004 PH: (470)321-7112