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JENNIFER FOGG  
ROCKWALL COUNTY CLERK

BY [Signature] DEPUTY

**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: July 29, 2005  
Grantor(s): **Teresia K. Dennis, a single woman**  
Original Mortgagee: **The United States of America acting through the Rural Housing Service or Successor agency, United States Department of Agriculture**  
Original Principal: **\$100,800.00**  
Recording Information: **Volume 4142, Page 207**  
Property County: **Rockwall**  
Property: **The following described property (hereinafter called "Property") located in ROCKWALL County, Texas, together with all improvements located thereon, all easements, rights-of-way, privileges, hereditaments, strips and gores, streets, alleys, passages, rights and appurtenances thereto, to-wit BEING LOT 1, BLOCK A, OF WEST CREEK ESTATES, AN ADDITION TO THE CITY OF ROYSE CITY, ROCKWALL COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET E, SLIDE 20, MAP RECORDS, ROCKWALL COUNTY, TEXAS.**  
Property Address: **219 Westcreek Drive  
Royse City, TX 75189**

**MORTGAGE SERVICING INFORMATION:**

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

Current Mortgagee: **United States Department of Agriculture, Rural Housing Service**  
Mortgage Servicer: **USDA Rural Development**  
Mortgage Servicer Address: **4300 Goodfellow Blvd  
Bldg. 105F, FC 215  
St. Louis, MO 63120**

**SALE INFORMATION:**

Date of Sale: **April 6, 2021**  
Time of Sale: **12:00 pm or within three hours thereafter.**  
Place of Sale: **The area immediately outside on the front steps of the Rockwall County Courthouse, located at 1111 Yellowjacket Lane, in Rockwall, Rockwall County, TX 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: **Randy Daniel, Cindy Daniel, Jim O'Bryant, or Cheyenne Zokaie, 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 Randy Daniel, Cindy Daniel, Jim O'Bryant, or Cheyenne Zokaie, 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. Randy Daniel, Cindy Daniel, Jim O'Bryant, or Cheyenne Zokaie, 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



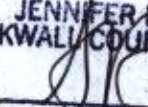
TS#: TX2000286544  
LOAN TYPE: Conventional

FILED FOR RECORD  
ROCKWALL CO. TEXAS

21 FEB 25 PM 2:12



NOTICE OF TRUSTEE'S FORECLOSURE SALE

JENNIFER FOGG  
ROCKWALL COUNTY CLERK  
BY  DEPUTY

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.

1. *Property to Be Sold.* The property to be sold is described as follows:

**BEING LOTS 1 AND 2, OF ANTIGUA BAY, AN ADDITION TO THE CITY OF HEATH, ROCKWALL COUNTY, TEXAS, ACCORDING TO THE MAP OF PLAT THEREOF RECORDED IN CABINET A, PAGE 46, PLAT RECORDS, ROCKWALL COUNTY, TEXAS.**

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the deed of trust recorded as instrument 20180000020139 , in Book , Page , of the real property records of **ROCKWALL County, TX.**

3. *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Dated: **04/06/2021**

Time: The sale will begin no earlier than 10:00 A.M. or no later than three hours thereafter.

Place **THE AREA IMMEDIATELY OUTSIDE THE FRONT STEPS OF THE ROCKWALL COUNTY COURTHOUSE, LOCATED AT 1111 YELLOWJACKET LN, ROCKWALL OR AS DESIGNATED BY THE COUNTY COMMISSIONERS.**

The Deed of Trust permits the Mortgagee to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the Deed of Trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiled may be after the date originally scheduled for this sale.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of





sale.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold.

The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. The sale shall not cover any part of the property that has been released of public record from the lien of the deed of trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the Deed of Trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to Section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (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 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

5. Type of Sale. The sale is a non-judicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by

**VALERO HOME SOLUTIONS LLP**

6. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of \$ **330,000.00**, and payable to the order of **DHLC MORTGAGE LLC**; (b) all renewals and extensions of the note, if applicable; (c) any and all present and future indebtednesses owed to **PS FUNDING, INC.** who is the current owner and holder of the "Obligations" and is the current Mortgagee under the Deed of Trust.

Questions concerning the sale may be directed to the undersigned or to the mortgagee, **PS FUNDING, INC.** c/o at **866-429-5179, 4795 Regent Blvd, Mail Code 1011-F, Irving, TX, 75063.**

**Mortgage Servicing Information.** 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 Sec. 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the property referenced above. **PS Funding, Inc** as Mortgage Servicer, is representing the current mortgagee whose address is:  
**2121 Park Place**



**Suite 250, El Segundo, CA 90245**



7. Default and Request to Act. Default has occurred under the Deed of Trust, and the Mortgagee has requested me, as **CHET SCONYERS, DEE ANN GREGORY, JUDITH A. FRAPPIER, PAUL BARRETT, MICHAEL HARRISON, ROBERT FORSTER, JEFFREY FLEMING, OR LAUREN CHRISTOFFEL** to conduct this sale. Notice is given that before the sale the Mortgagee may appoint another person substitute trustee to conduct the sale.

Date: 2-25-2021

Michael D. Hall For

**CHET SCONYERS, DEE ANN GREGORY,  
undefined**

4795 Regent Blvd, Mail Code 1011-F  
Irving, TX 75063  
Telephone: 866-429-5179  
Fax: (817) 699-1487





**NOTICE OF SALE FORECLOSURE FORM**

*Instructions: Submit this form to the County Clerk in which the foreclosure is taking place.*

Date this form is submitted to County clerk

2.25.2021

Is this property residential real property? (Yes/No) Yes

Zip code of the property for which the Notice of Sale is filed

**75032**

This form is being used to memorialize the filing of a Notice of Sale related to the foreclosure of residential real property in connection with the notices required by Tex. Prop. Code, 51.002.

Ref: **TX2000286544**

**LOAN TYPE:** Conventional