

**1NOTICE 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: February 20, 2021  
Grantor(s): Caleb Waggoner, a married man joined by his wife Skye Hambelton signing pro forma  
Original Mortgagee: Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Southwest Stage Funding, LLC dba Cascade Financial Services, its successors and assigns  
Original Principal: \$175,757.00  
Recording Information: Book 1367, Page 626  
Property County: Gonzales  
Property: "See Exhibit A"  
Property Address: 7754 FM 2091 North Gonzales, TX 78629

**MORTGAGE SERVICING INFORMATION:**

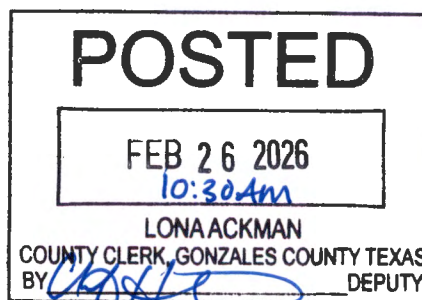
The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: Southwest Stage Funding, LLC dba Cascade Financial Services  
Mortgage Servicer: Cascade Financial Services  
Mortgage Servicer Address: 2290 E. Yeager Drive Suite 250 Chandler, AZ 85286

**SALE INFORMATION:**

Date of Sale: May 5, 2026  
Time of Sale: 11:00 AM or within three hours thereafter.  
Place of Sale: SOUTHEAST ENTRANCE OF THE DOWNTOWN COURTHOUSE (414 ST. JOSEPH) OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE.  
Substitute Trustee: Xome, Inc., Tejas Corporate Services, LLC, or Padgett Law Group, any to act  
Substitute Trustee Address: 546 Silicon Dr., Suite 103 Southlake, TX 76092

PLG File Number: 25-004730-2



**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.



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

Being all that certain tract of 3.131 acres of land, more or less, lying and being situated in Gonzales County, Texas, being part of the Decatur Daniels 1168 Acre Survey, Abstract No. 190, more particularly being part of the land described in General Warranty Deed dated January 10, 2014, executed by Isabella Vara Mata to Antonio Mendoza Martinez, recorded in Volume 1151, Page 294, of the Official Records of Gonzales County, herein called subject tract, the particular portion thereof hereby intended to be described by metes and bounds, with bearing basis GPS Grid North, as follows:

**BEGINNING** at a 3/4 inch iron pipe found 0.2 feet above ground at the northeast corner of said subject tract, and at an angle point in the southeast line of a 85.96 acre tract of land described in Special Warranty Deed dated February 14, 2014, executed by Warren P. Pettus, Jr., and Sharon Ann Pettus Pitts to Warron Partnership, recorded in Volume 1154, Page 986, of the Official Records of Gonzales County, and in the northwest line of Farm to Market Road No. 2091, for the northeast corner of this tract or parcel of land hereby intended to be described;

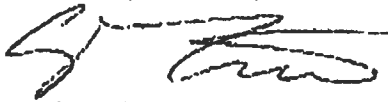
**THENCE** South 32° 08' 07" West 120.15 feet along the southeast line of said subject tract and the northwest line of said Farm to Market Road No. 2091, to a 3/4 inch iron pipe found 0.2 feet above ground at an angle point in said line of this tract or parcel of land hereby intended to be described;

**THENCE** continuing along the southeast line of said subject tract and the northwest line of said Farm to Market Road No. 2091, South 31° 18' 31" West 833.15 feet, to a 5/8 inch iron rod set (all iron rods set with red plastic cap marked Gonzales First Shot Surv) in said line, for the south corner of this tract or parcel of land hereby intended to be described;

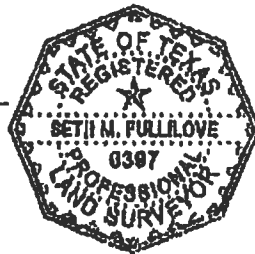
**THENCE** entering said subject tract, North 56° 43' 20" West 287.77 feet to a 5/8 inch iron rod set in the northwest line of said subject tract and in the southeast line of said Warron tract, for the west corner of this tract or parcel of land hereby intended to be described;

**THENCE** North 48° 21' 34" East 986.77 feet along the northwest line of said subject tract and the southeast line of said Warron tract, to the PLACE OF BEGINNING, as is shown on Gonzales First Shot Surveying Plat No. S19-190, dated October 8, 2019.

These Field Notes were prepared from a survey done on the ground and are true and correct to the best of my knowledge.



SETH M. FULLILOVE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 6397



**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 Gonzales County Clerk to be posted at the Gonzales County courthouse this notice of sale.

Desiree Hankins

Declarant's Name: Desiree Hankins

Date: 2-26-26

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