

2026 0058

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: **June 30, 2022**

Grantor(s): **RAYMOND ANTHONY MORITZ AND AMANDA MARIE MORITZ,
HUSBAND AND WIFE**

Original Mortgagee: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS
NOMINEE FOR BROKER SOLUTIONS, INC. DBA NEW AMERICAN
FUNDING**

Original Principal: **\$241,388.00**

Recording Information: **2022-1145**

Property County: **Lynn**

Property: **FIELD NOTES ON A 2.192 ACRE TRACT OUT OF THE SOUTHWEST
QUARTER (SW/4) OF SECTION 133, BLOCK 12, E.L. & R.R.R.R. CO.
SURVEY, LYNN COUNTY, TEXAS, AND BEING FUTHER DESCRIBED BY
METES AND BOUNDS AS FOLLOWS:**

**BENNING AT A FOUND 1/2" IRON ROD WITH GREEN CAP MARKED RPLS
4660 (HEREAFTER REFERRED TO AS ABACUS CAP) FOR THE
SOUTHWEST CORNER OF THIS TRACT, FROM WHICH A FOUND
RAILROAD SPIKE FOR THE SOUTHWEST CORNER OF SECTION 133
BEARS N 88°10'43"W (TEXAS NORTH CENTRAL ZONE BEARING BASIS),
40 FEET AND S 01°53'03"W, 30 FEET**

**THENCE N 01°53'03"E, ALONG THE EAST RIGHT-OF-WAY LINE OF F.M.
179, A STRIP PAVED ROAD, 224.57 FEET TO ABACUS CAP FOR THE
NORTHWEST, CORNER OF THIS TRACT;**

**THENCE S 88°10'49"E, A DISTANCE 425.12 FEET TO A FOUND ABACUS
CAP FOR THE NORTHEAST CORNER OF THIS TRACT;**

**THENCE S 01°53'03"W, A DISTANCE OF 224.59 FEET TO A FOUND ABACUS
CAP FOR THE SOUTHEAST CORNER OF THIS TRACT;**

**THENCE N 88°10'43"W, ALONG THE NORTH OCCUPIED RIGHT-OF-WAY
LINE OF COUNTY ROAD 11, A DIRT ROAD, 425.12 FEET TO THE PLACE
OF BEGINNING AND CONTAINING 2.192 ACRES, MORE OR LESS.**

Property Address: **697 FM 179
Tahoka, TX 79373**

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: **New American Funding, LLC**
Mortgage Servicer: **New American Funding**
Mortgage Servicer **1 MacArthur Place**
Address: **Suite 800**
Santa Ana, CA 92707

SALE INFORMATION:

Date of Sale: **March 3, 2026**
Time of Sale: **10:00 AM or within three hours thereafter.**
Place of Sale: **The north side of the Lynn County Courthouse steps, 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: **Agency Sales and Posting, LLC, and Padgett Law Group, any to act**
Substitute Trustee: **546 Silicon Dr., Suite 103**
Trustee Address: **Southlake, TX 76092**

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.

PJMD

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

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

Declarant's Name: _____

Date: _____

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

WITNESS MY HAND this _____ day of _____, _____.

FILED FOR RECORD
KAREN RENDON - COUNTY CLERK
LYNN COUNTY, TEXAS

INST NO:2026-0058

FILED ON: JANUARY 16, 2026 AT 8:40am
THE INSTRUMENT CONTAINED 4 PAGES AT FILING
Filed by: Julia Charo Deputy Clerk

THE STATE OF TEXAS
COUNTY OF LYNN



I, Karen Rendon, Clerk County Court in and for said county hereby do certify that the foregoing instrument was filed for record in my office on the 16th day of January 2026 at 8:40 AM and duly recorded on that date, in the Official Public Records of said county.

Instrument # 2026-0058, 4 Pages

A handwritten signature in blue ink that reads "Karen Rendon".

Karen Rendon, County Clerk

DO NOT DESTROY
WARNING-THIS IS PART OF THE OFFICIAL RECORD

Return:
HAND DELIVERED