

Reserved for recording  
purposes ONLY.

---

**THIS FORM PREPARED BY:**

**Timothy D. Padgett, P.A.**  
**415 North McKinley**  
**Ste 1177**  
**Little Rock, AR 72205**  
**(850) 422-2520**  
**PLG 25-009460-1**

**Grantor: TIMOTHY D. PADGETT, P.A.**  
**Grantee: CHELSEA SMITH**  
(or as otherwise noted by the recorder)

**MORTGAGEE'S NOTICE OF DEFAULT AND INTENTION TO SELL**

**YOU MAY LOSE YOUR PROPERTY IF YOU DO NOT TAKE IMMEDIATE ACTION**

NOTICE IS HEREBY GIVEN that on **October 22, 2025, at or about 11:00 AM**, the subject real property described herein below will be sold **at the main entrance of the Boone County Courthouse, 100 North Main Street, Harrison, AR 72601** to the highest bidder for cash. The sale will extinguish the interests of existing lien holders or previous owners in the property. THE TERMS OF SALE ARE CASH AT THE TIME OF SALE UNLESS OTHERWISE AGREED TO BY MORTGAGEE AND ALL TRANSFER TAXES WILL BE THE RESPONSIBILITY OF THE PURCHASER.

WHEREAS, the property secured under the Mortgage is located in Boone County, Arkansas more particularly described as follows:

**A part of Lots Fourteen (14), Fifteen (15) and Sixteen (16) in Block Six (6) of Murray's Addition to Harrison, Boone County, Arkansas described as follows: Beginning at the Southwest corner of said Lot 14, run thence North 90 feet, thence East 120 feet, thence South 90 feet, thence West 120 feet to the point of real beginning.**

**Street Address: 307 North 3rd Street, Harrison, AR 72601**

WHEREAS on March 31, 2023, Chelsea Smith, unmarried woman executed a Mortgage in favor of Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Equity Bank, which was recorded on **April 3, 2023 as Instrument Number 2003001717**, in the real estate records of Boone County, Arkansas. The party initiating foreclosure is NewRez LLC d/b/a Shellpoint Mortgage Servicing and can be contacted at or in care of its servicer initiating foreclosure at: 75 Beattie Place, Suite 300, Greenville, SC 29601; and

WHEREAS, there may be tenants that claim an interest in the real property herein based upon said tenancy; and

WHEREAS, the undersigned is the attorney for the mortgagee and is acting on and with the consent and authority of the mortgagee who is exercising its power of sale under Ark. Code Ann. §18-50-115 which implies a power of sale in every mortgage of real property situated in this state that is duly acknowledged and recorded; and default has occurred in the payment of said indebtedness, and the same is now therefore wholly due; and the holder of the debt has requested the undersigned to sell the property to satisfy said indebtedness.

The undersigned is an active, licensed member of the Bar of the Supreme Court of the State of Arkansas, and the law firm of the undersigned maintains an office at 415 N. McKinley St., Suite 1177, Little Rock, AR 72205 that is located within the State of Arkansas, is accessible to the public during regular business hours, and has the ability to accept funds from a grantor, mortgagor, or obligor to reinstate or pay off a mortgage or deed of trust.

WITNESS my hand this August 18, 2025.

TIMOTHY D. PADGETT, P.A.

SUBSTITUTE TRUSTEE FOR NEWREZ LLC D/B/A SHELLPOINT MORTGAGE  
SERVICING

By: \_\_\_\_\_

Rence Price

Timothy D. Padgett, P.A.

415 North McKinley

Ste 1177

Little Rock, AR 72205

(850) 422-2520

STATE OF ARKANSAS     )  
  ) ss.  
COUNTY OF PULASKI    )

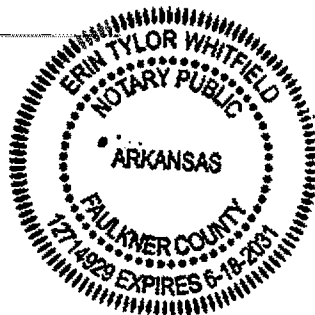
On this 18 day of August, 2025, before me, Erin Tylor Whitfield, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Renee Price of Timothy D. Padgett, P.A., being the person authorized by said Professional Association, to execute such instrument, stating their respective capacities in that behalf, to me personally well known, who stated that they were an attorney with Timothy D. Padgett, P.A., a Company, the Trustee for NewRez LLC d/b/a Shellpoint Mortgage Servicing, and was duly authorized in their respective capacity to execute the foregoing instrument for and in the name and behalf of said Company, and further stated and acknowledged that they had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

18 IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of August, 2025.

My Commission Expires:

6-18-2031

[PLG 25-009460-1]



*Erin Tylor Whitfield*  
Notary Public, State of Arkansas