

NOTICE OF SUBSTITUTE 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.

STATE OF TEXAS §
 §
COUNTY OF LAMAR §

WHEREAS, on August 17, 2012 executed a Deed of Trust (the “Deed of Trust”) conveying to Kirk L. Lee, Trustee, certain real property more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference, together with all improvements, fixtures and personal property located thereon or used in connection therewith and certain other personal property as more fully described in the Deed of Trust (all of the real and personal property covered by the Deed of Trust is hereinafter referred to as the “Property”), which Deed of Trust is recorded in Document Number 099123-2012 of the Real Property Records of Lamar County, Texas; and

WHEREAS, the Deed of Trust secures, among other things, that certain indebtedness evidenced by that certain Promissory Note (as amended, the “Note”) dated August 17, 2012 executed by Daniel Dakota Walker, Alanna Jordan Vanderburg and Burness Vanderburg payable to Guaranty Bank & Trust, N.A. (formerly Guaranty Bond Bank, N.A.) in the original principal amount of \$49,500.00 (the Note and all other obligations owing to Holder under the Deed of Trust are hereinafter called the “Indebtedness”); and

WHEREAS, Guaranty Bank & Trust, N.A. (formerly Guaranty Bond Bank, N.A.) (“Holder”) has all interest in, to and under the Note and Deed of Trust and in and to all other indebtedness secured by the Deed of Trust; and

WHEREAS, the undersigned Donna Hughes, whose address is 100 West Arkansas, Mt. Pleasant, Texas 75455, has been appointed Substitute Trustee in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust; and

WHEREAS, default has occurred pursuant to the provisions of the Deed of Trust, the Indebtedness is now wholly due, and Holder, being the owner and holder of said Indebtedness has requested the undersigned to sell the Property to satisfy the Indebtedness;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, December 5, 2023, at 10:00 a.m., or within three hours after that time, the undersigned will sell the Property at the Lamar County Courthouse, Paris, Texas, at the place designated by the Lamar County

RECEIVED BY
LAMAR COUNTY CLERKS OFFICE
ON THIS THE 13th DAY OF Nov, 2023.

Commissioner's Court in Lamar County, Texas, 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.

Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "as is, where is" condition, without any 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 Substitute 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 Substitute Trustee.

The real property and personal property encumbered by the Deed of Trust will be sold at the sale in accordance with the provisions of the Deed of Trust and as permitted by Section 9.604(a) of the Texas Business and Commerce Code.

In the event that the sale of the Property is set aside for any reason, the purchaser shall be entitled only to a refund of sums paid. The purchaser shall have no other recourse against Grantor, Holder, any Trustee or substitute Trustee, or Holder's attorney.

WITNESS my and this 10 day of November, 2023.

Donna Hughes

Name: Donna Hughes

Substitute Trustee

Address: 100 West Arkansas Street

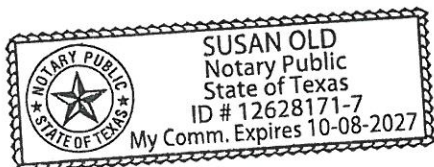
Mt. Pleasant, Texas 75455

Phone: 903-572-9881

THE STATE OF TEXAS

COUNTY OF TITUS

This instrument was acknowledged before me on the 10 day of November, 2023, by Donna Hughes, Substitute Trustee, in the capacity therein stated.



Susan Old

Notary Public in and for the State of Texas

EXHIBIT "A"

Being 11.62 acres of land, a part of the S. Burnham Survey, Abstract No. 63, located 18 miles N43° E of the City of Paris, Lamar County, Texas, a part of three tracts of land conveyed from S. A. Alexander to Austin Alexander and Lenox Alexander on April 11, 1951, and recorded in Volume 319, page 427 of the Deed Records of Lamar County. The said 11.62 acre tract of land being more particularly described in metes and bounds and follows:

Beginning at the northeast corner of the said 11.62 acres of land, said point also being the northeast corner of the said three tracts of land, said point also being in the west right-of-way line of FM Highway 906 at the east edge of an eight inch wooden post.

Thence in a southerly direction, with the said right-of-way line and the east boundary line of the said 11.62 acre tract of land, with a curve to the right, a distance of 317.04 feet to the end of the curve, at a set iron rod. The radius of the 1° 00'25" curve is 5689.58 feet with a central angle of 3° 11'34". Chord length is 317.00 feet at a bearing of S2° 34'25"E;

Thence S00° 57'00"E, continuing with the said right-of-way line and the said east boundary line of the said 11.62 acre tract of land, a distance of 78.64 feet to a set iron rod at the southeast corner of the said 11.62 acre tract of land;

Thence N86° 51'35"W, with the south line of the said 11.62 acre tract of land and the north line of the remainder of the said three tracts of land, a distance of 1101.81 feet to the southwest corner of the said 11.62 acre tract of land, in the center of Pine Creek, said point being 35.00 feet west of a set iron rod;

Thence N6° 27'42"E, with the west line of the said 11.62 acre tract of land in the center of Pine Creek, a distance of 182.76 feet to a point, said point being 30.00 feet west of a set iron rod;

Thence N8° 06'51"W, continuing with the west boundary line of the said 11.62 acre tract of land, in the center of Pine Creek, a distance of 128.86 feet to a point, said point being 30.00 feet west of a set iron rod;

Thence N21° 22'31"W, continuing with the west boundary line of the said 11.62 acre tract of land, in the center of Pine Creek, a distance of 250.82 feet, to the northwest corner of the said 11.62 acre tract of land, said point being 25.00 feet west of a set iron rod;

Thence S77° 34'24"E with the north boundary line of the said 11.62 acre tract of land, a distance of 105.00 feet, to a set iron rod at the beginning of a fence;

Thence S77° 34'24"E with the north boundary line fence of the said 11.62 acre tract of land, a distance of 43.33 feet, S80° 20'37"E, a distance of 679.49 feet, S80° 12'53"E, a distance of 364.22 feet to the place of beginning, and containing 11.62 acres of land.