

NOTICE OF FORECLOSURE SALE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Property: 701 W. Lindsey, Breckenridge, Texas 76424

August 4, 2026

Deed of Trust: Deed of Trust/Security Agreement (The term "Deed of Trust" herein shall mean the Deed of Trust as so modified, renewed, and/or extended.)

Dated: May 26, 2005

Trustee: James C. Shelton

Address: 101 E. Walker, Breckenridge, TX, 76424

Substitute Trustee: Kevin Simmons

Address: 101 E. Walker, Breckenridge, TX, 76424

Grantor: Joy Luther aka Joy Nell Luther

Mortgagee: Clear Fork Bank, Breckenridge, Texas (hereafter "Lender")
Formerly known as First National Bank, Albany/Breckenridge

Recording Information: Vol 1768, Pg 154 of the Official Public Records of Stephens County, Texas, being a renewed, modification and extended as follows:

- Modification dated May 26, 2008, recorded in Vol 1933, Pg 482, OPR, Stephens Co., Tx
- Modification dated May 25, 2011, recorded in Vol 2005, Pg 343 OPR, Stephens Co., Tx
- Modification dated June 27, 2014, recorded in Vol 2072, Pg 440 OPR, Stephens Co., Tx
- Modification dated November 23, 2026, recorded Vol 2117, Pg 161 OPR, Stephens Co., Tx
- Modification dated July 19, 2019, recorded in Vol 2163, Pg 504 OPR, Stephens Co., Tx
- Modification dated October 5, 2022, recorded in Vol 2228, Pg 345 OPR, Stephens Co., Tx
- Modification dated March 2, 2023, recorded in Vol 2255, Pg 384 OPR, Stephens Co., Tx

Property Address: 701 W. Lindsey, Breckenridge, Texas 76424

Legal Description: The surface only of the North 200 feet of the East 150 feet of Block 64, Original Town to the City of Breckenridge Stephens County, Texas, as shown on the map or plat of said addition of record in the Office of the County Clerk, Stephens County, Texas, together with all improvements situated thereon

**RECEIVED AND FILED
FOR POSTING**

At 11:59 O'Clock AM.

JUN 23 2026
JACKIE PENSEY Co. Clerk
STEPHENS COUNTY, TEXAS

By: *[Signature]*

Note Secured by Deed of Trust: Promissory Note (The term "Note" herein shall mean the Note as so modified, renewed, and/or extended.)

Date: May 26, 2005
Original Principal Amount: \$35,000.00
Maker: Joy Luther aka Joy Nell Luther
Lender: Clear Fork Bank, Breckenridge, Texas

Modifications and Renewals:

Modification dated May 26, 2008, recorded in Vol 1933, Pg 482, OPR, Stephens Co., Tx

Modification dated May 25, 2011, recorded in Vol 2005, Pg 343 OPR, Stephens Co., Tx

Modification dated June 27, 2014, recorded in Vol 2072, Pg 440 OPR, Stephens Co., Tx

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Property: All real property and improvements as described in and mortgaged in the Deed of Trust, including all rights and appurtenances thereto, with the exception of any Released Property.

Sale Location: 200 W. Walker, Breckenridge, Stephens County, Texas.

Sale Date: August 4, 2026

Sale Time: The public auction of the Foreclosure Sale will take place between the hours of 10:00 AM and 4:00 PM local time. The earliest time the sale will begin is 1:00 p.m. to 4:00 p.m., or within three hours from that time.

Terms of the Sale: This public Foreclosure Sale will sell all property "AS IS" at a public auction to the highest cash bidder, with the exception of the Lender, who will be allowed to bid credit against the amount owed under the obligation secured by the lien in the Deed of Trust.

Due to the default in payment of the Note and in performance of the obligations under the terms of the Deed of Trust, the Lender directed, by and through agents, the Substitute Trustee to administer the trust provisions.

The above-described Deed of Trust encumbers real property. This document constitutes formal notice by the Lender to foreclose and sell the property, as described in Lender's right and remedies under the Deed of Trust and in accordance with the terms of Section 9.604(a) of the Texas Business and Commerce Code and the Deed of Trust.

Notice is hereby given that the Foreclosure Sale will commence at the Sale Location, Sale Date, and Sale Time indicated above. At that time, the Substitute Trustee will direct the sale of the property described in the Deed of Trust in the manner allowed by the Deed of Trust and applicable Texas law.

If there is any postponement or rescheduling of the Foreclosure Sale, additional notice will be reposted and refiled in accordance with the terms of the Deed of Trust and applicable Texas law.

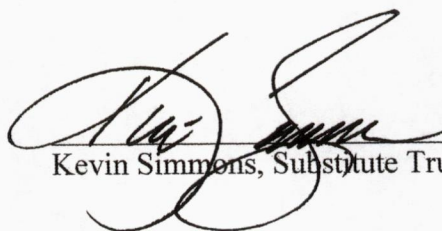
Potential purchasers are reminded that this sale of property is made subject to the exceptions to conveyance and warranties of the Deed of Trust, all prior liens and defects to title, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust, and any rights of recession as set forth in the Texas Property Code. Potential purchasers should examine the property records describing the property within the Deed of Trust for further assurances.

Pursuant to Section 51.009 of the Texas Property Code, this property will be sold "AS IS" to the highest cash bidder. Please be aware that the sale of this property will not include any possession warranties, title warranties, warranties of quiet enjoyment or other warranties, except as expressly provided by the Deed of Trust. All potential purchasers should conduct examinations of the property records for further assurances.

Pursuant to Section 51.0075(a) of the Texas Property Code, the Substitute Trustee will establish conditions for the Foreclosure Sale as are deemed reasonable and in accordance with the Texas Property Code. Any conditions beyond what are listed in this document will be disclosed prior to the opening of bidding on the day of the Foreclosure 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.

THIS DOCUMENT ASSIGNS KEVIN SIMMONS AS THE SUBSTITUTE TRUSTEE IDENTIFIED TO CARRY OUT THE SALE OF PROPERTY IDENTIFIED IN THE SECURITY INSTRUMENT AS SET FORTH IN THIS NOTICE OF FORECLOSURE SALE. THE SIGNER OF THIS DOCUMENT IS THE DULY AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

A handwritten signature in black ink, appearing to read "Kevin Simmons", is written over a horizontal line. The signature is stylized and cursive.

Kevin Simmons, Substitute Trustee