

NOTICE OF FORECLOSURE SALE

FILED FOR RECORD
HOPKINS COUNTY, TEXAS

Notice is hereby given of a public nonjudicial foreclosure sale.

2019 NOV -8 P 1:36

1. Deed of Trust. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the following described Deed of trust: *TRACY SMITH COUNTY CLERK*
Susan Han
DEPUTY

Date: July 15, 2004
Grantor: Roland Myron Ferguson, Jr.
Beneficiary: Alliance Bank
Substitute Trustee: Scott A. Ritcheson, and/or Douglas A. Ritcheson, and/or Charles E. Lauffer, Jr., and/or Lance Vincent
Recording Information: Deed of Trust recorded in Volume 492, Page 857, of the Official Public Records of Hopkins County, Texas.

2. Property to be Sold. The property to be sold (the "Property") is described as follows:

All that certain lot, tract or parcel of land situated in Hopkins County, Texas, being more particularly described on what is attached hereto as Exhibit "A" and made a part hereof for all purposes.

3. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time and place:

Date: **December 3, 2019**
Time: The sale shall begin no earlier than 1:00 p.m. or no later than three (3) hours thereafter. The sale shall be completed by no later than 4:00 p.m.
Place: Hopkins County Courthouse in Sulphur Springs, Texas, at the following location:

In the area of such Courthouse designated by the Hopkins County Commissioners' Court as the area where foreclosure sales shall take place, or, if no such area has been designated, then the

Southwest entrance door on the 1st floor of the Hopkins County Courthouse in Sulphur Springs, Texas.

The deed of trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. Such reporting or refileing may be after the date originally scheduled for this sale.

4. Terms of Sale. The sale will be conducted as a public auction 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.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the date the property is sold.

The sale will be made expressly subject to unpaid ad valorem taxes and any title matters set forth in the deed of trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all other matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the deed of trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

A purchaser at the sale of the Property "acquires the Property "AS IS" without any expressed or implied warranties" (except as to the warranties of title from the grantor identified in the deed of trust described below). Any purchaser acquires the Property "at the purchaser's own risk." Texas Property Code §51.009. Nothing set forth in this Notice is an express or implied

representation or warranty regarding the Property, all of which are specifically disclaimed by the undersigned and by the beneficiary of the herein described deed of trust.

5. Type of Sale. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Roland Myron Fergurson, Jr. The deed of trust is dated July 15, 2004, and is recorded in the office of the County Clerk of Hopkins County, Texas, in Volume 492, Page 857 of the Official Public Records of Hopkins County, Texas.

6. Obligations Secured. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including, but not limited to, (1) the July 15, 2004 promissory note in the original principal amount of \$87,550.00, executed by Roland Myron Fergurson, Jr., and payable to the order of Alliance Bank; (2) all renewals and extensions of the note; (3) all interest, late charges, fees and other expenses payable under said note on the herein described deed of trust; and (4) all other debts and obligations described in the deed of trust (including all debts secured by any cross-collateralization clause in the deed of trust). Alliance Bank is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, Alliance Bank, Attention: Monica Ames, telephone (903) 439-6732.

7. Default and Request to Act. Default has occurred under the deed of trust, and the beneficiary has asked me, as substitute trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

DATED: November, 2019.



SCOTT A. RITCHESON, Substitute Trustee
821 ESE Loop 323, Suite 530
Tyler, Texas 75701
Tel: (903) 535-2900
Fax: (903) 533-8646

Notice to Members of the Armed Forces of the United States:

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.

EXHIBIT "A"

BEING a 0.149 acre tract and being part of LOT 2, BLOCK 1, WOODBRIDGE CROSSING, out of the Jose Y Barbo Survey, A-1102, Hopkins County, Texas, according to the revised plat thereof recorded in Vol. 5, Page 171-172 of the Hopkins County Plat Records, and being more particularly described as follows:

BEGINNING at a found "x" in concrete at the southeast corner of said Lot 2 and at the southwest corner of Lot 1, and being on the north line of Woodbridge Drive (500 foot right-of-way), being the beginning of a non-tangent curve to the left having a radius of 168.34 feet, a chord bearing of North 78 deg. 53 min. 43 sec. West, and a chord distance of 50.69 feet, for a corner;

THENCE along said curve and the north line of said Woodbridge Drive an arc distance of 50.89 feet to a point of tangency, for a corner;

THENCE North 87 deg. 31 min. 00 sec. West, along the south line of said Lot 2 and the north line of said Woodbridge Drive a distance of 16.00 feet to a set pk nail, for a corner;

THENCE North 02 deg. 34 min. 33 sec. East, across said Lot 2 a distance of 96.23 feet to a set ½ inch iron rod on the north line of said Lot 2, for a corner;

THENCE South 87 deg. 09 min. 20 sec. East, along the north line of said Lot 2 a distance of 66.13 feet to a point in a tree at the northeast corner of said Lot 2 and at the northwest corner of aforesaid Lot 1, for a corner, from which point a found nail in said tree bears North 06 deg. 12 min. 27 sec. West, a distance of 0.46 feet, for a reference;

THENCE South 02 deg. 34 min. 33 sec. West, along the east line of said Lot 2 and the west line of said Lot 1 a distance of 103.42 feet to the point of beginning, containing 0.149 acres of land, more or less.