

Notice of Substitute Trustee Sale

T.S. #: 22-5742

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.

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

Date: 10/4/2022
Time: The sale will begin no earlier than 1:00 PM or no later than three hours thereafter.
The sale will be completed by no later than 4:00 PM
Place: Lamar County Courthouse in Paris, Texas, at the following location: Lamar County Courthouse, 119 North Main, Paris, TX 75460
OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE

Property To Be Sold - The property to be sold is described as follows:

PLEASE SEE ATTACHED LEGAL DESCRIPTION

Instrument to be Foreclosed – The instrument to be foreclosed is the Deed of Trust is dated 5/23/2017 and is recorded in the office of the County Clerk of Lamar County, Texas, under County Clerk's File No 144351-2017, recorded on 6/13/2017, of the Real Property Records of Lamar County, Texas.

Property Address: 3140 CLARK LN PARIS, TX 75460

Trustor(s): JACK L. W. BARBRE AND FARRAHA BARBRE
Original Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR THE MONEY SOURCE INC. ITS SUCCESSORS AND ASSIGNS

Current Beneficiary: THE MONEY SOURCE INC. Loan Servicer: THE MONEY SOURCE INC

Current Substituted Trustees: Auction.com, Robert LaMont, Harriett Fletcher, Ronnie Hubbard, Sheryl LaMont, Allan Johnston, David Sims, Sharon St. Pierre, Rick Snoko, Prestige Default Services, LLC

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any. Pursuant to the Deed of Trust,

RECEIVED BY
LAMAR COUNTY CLERKS OFFICE
ON THIS THE 25th DAY OF Aug. 2022

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the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or 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 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 trustee or any substitute trustee.

Type of sale - The sale is a non-judicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of the sale granted by the deed of trust executed by JACK L. W. BARBRE AND FARRAHA BARBRE, HUSBAND AND WIFE. 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.

Obligations Secured - The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including by not limited to (1) the promissory note in the original principal amount of \$352,338.00, executed by JACK L. W. BARBRE AND FARRAHA BARBRE, HUSBAND AND WIFE, and payable to the order of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS NOMINEE FOR THE MONEY SOURCE INC. ITS SUCCESSORS AND ASIGNS; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of JACK L. W. BARBRE AND FARRAHA BARBRE, HUSBAND AND WIFE to JACK L. W. BARBRE AND FARRAHA BARBRE. THE MONEY SOURCE INC. is the current owner and holder of the Obligations and is the beneficiary under the Deed of Trust.

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Questions concerning the sale may be directed to the undersigned or to the beneficiary:

THE MONEY SOURCE INC.

135 Maxess Road

Melville, NY 11747

855-611-0550

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Dated: August 25, 2022

Auction.com, Robert LaMont, Harriett Fletcher, Ronnie Hubbard, Sheryl
LaMont, Allan Johnston, David Sims, Sharon St. Pierre, Rick Snoke, Prestige
Default Services, LLC

Prestige Default Services, LLC
9720 Coit Road, Suite 220-228
Plano, Texas 75025
Phone: (972) 893-3096 ext. 1035
Fax: (949) 427-2732
Sale Line Information: (800) 793-6107
Website: www.auction.com

AFTER RECORDING, PLEASE RETURN TO:

Prestige Default Services, LLC
9720 Coit Road, Suite 220-228
Plano, Texas 75025
Attn: Trustee Department

Exhibit "A"

BEING SITUATED WITHIN THE CITY OF PARIS, COUNTY OF LAMAR AND STATE OF TEXAS, PART OF THE GEORGE W. COX SURVEY, NO. 164, AND BEING LOT 3, BLOCK I, AND 3.5 FEET OFF THE EAST SIDE OF LOT 5, BLOCK I, AS SHOWN IN A REPLAT OF JOHNSON WOODS SUBDIVISION AS RECORDED IN ENVELOPE 191 -A, IN THE PLAT RECORDS OF SAID COUNTY AND STATE, AND LOT 2, BLOCK R, AND LOT 3, BLOCK R, AS SHOWN IN A RE PLAT OF LOTS 1-4, BLOCK R, OF TANGLEWOOD ESTATES #8 AS RECORDED IN ENVELOPE 213-B, IN SAID PLAT RECORDS, BEING THE SAME PROPERTY CONVEYED TO G. DONALD HASLAM JR., BY WARRANTY DEED WITH VENDOR'S LIEN DATED AUGUST 14, 2009, FROM THOMAS M. CARRELL, BY AND THROUGH HIS ATTORNEY -IN -FACT GABLE P. CARRELL; AND WIFE, GABLE P. CARRELL, RECORDED IN CLERK'S INSTRUMENT NO, 071889-2009, LAMAR COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE FULLY DESCRIBED BELOW:

SITUATED WITHIN THE CITY OF PARIS, COUNTY OF LAMAR, AND STATE OF TEXAS, PART OF THE GEORGE W. COX SURVEY #164, AND BEING LOT 3, BLOCK "I", AND 3.5 FEET OFF THE EAST SIDE OF LOT 5, BLOCK "I", AS SHOWN IN REPLAT OF JOHNSON'S WOOD SUBDIVISION AS RECORDED IN ENVELOPE 191.A, IN THE PLAT RECORDS OF SAID COUNTY AND STATE, AND LOT 2, BLOCK "R", AND LOT 3, BLOCK "R", AS SHOWN IN A REPLAT OF LOTS 1-4, BLOCK "R", OF TANGLEWOOD ESTATES #8 AS RECORDED IN ENVELOPE 213-B, IN SAID PLAT RECORDS.

BEGINNING AT A 1/2" CAPPED (NELSON SURVEYING) IRON PIN (FRS) FOR CORNER AT THE NORTHWEST CORNER OF SAID 3.5 FEET STRIP OF LAND.

THENCE SOUTH 1 DEGREES 06 MINUTES 17 SECONDS EAST A DISTANCE OF 1 14.79 FEET FOR CORNER AT THE SOUTHWEST CORNER OF SAID 3.5 FEET STRIP OF LAND AND IN THE NORTH BOUNDARY LINE OF LOT 1, BLOCK "R", AS SHOWN IN SAID REPLAT OF LOTS 1-4, BLOCK "R", OF SAID TANGLEWOOD ESTATES #8, SAID CORNER BEING NORTH 50DEGREES 16 MINUTES 11 SECONDS EAST A DISTANCE OF 0.38 FEET FROM A METAL POST (F) FOR REFERENCE;

THENCE NORTH 89 DEGREES 07 MINUTES 26 SECONDS EAST A DISTANCE OF 3.50 FEET TO A 5/8" IRON PIN (F) FOR CORNER AT THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK "I", OF SAID JOHNSON'S WOODS SUBDIVISION, AT THE SOUTHEAST CORNER OF SAID LOT 5, BLOCK "I" OF SAID JOHNSON'S WOODS SUBDIVISION, AT THE NORTHEAST NORTHWEST CORNER OF SAID LOT 2, BLOCK "R", SAID TANGLE WOOD ESTATES;

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THENCE ALONG THE NORTH BOUNDARY LINE OF MAHAFFEY LANE AS FOLLOW:

NORTH 88 DEGREES 34 MINUTES 48 SECONDS EAST A DISTANCE OF 104.02 FEET TO A 3/8" IRON PIN (F) AT THE SOUTHEAST CORNER OF SAID LOT 2, BLOCK "R", OF SAID TANGLEWOOD ESTATES,

AND AT THE SOUTHWEST CORNER OF SAID LOT 3, BLOCK "R", OF SAID TANGLEWOOD ESTATES; NORTH 88 DEGREES 37 MINUTES 07 SECONDS EAST A DISTANCE OF 103.93 FEET TO A 3/8" IRON PIN (F) FOR CORNER AT THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK "R", OF SAID TANGLEWOOD ESTATES, AND AT THE SOUTHWEST CORNER OF LOT 4, BLOCK "R", OF SAID TANGLEWOOD ESTATES, AND AT THE SOUTHWEST CORNER OF LOT 4, BLOCK "R", AS SHOWN IN A REPLAT OF LOT 4, BLOCK "R", OF TANGLEWOOD ESTATES #8 AS RECORDED IN ENVELOPE 329-A, IN SAID PLAT RECORDS;

THENCE NORTH 1 DEGREES 05 MINUTES 45 SECONDS WEST A DISTANCE OF 119.69 FEET TO A 3/8" IRON PIN (F) FOR CORNER AT THE NORTHEAST CORNER OF SAID LOT 3, BLOCK "R", OF SAID TANGLEWOOD ESTATES, AND AT THE NORTHWEST CORNER OF SAID LOT 4, BLOCK "R", OF SAID TANGLE WOOD ESTATES, AND IN THE SOUTH BOUNDARY LINE OF LOT 2, BLOCK "T", AS SHOWN IN SAID REPLAT OF JOHNSON'S WOOD SUBDIVISION;

THENCE SOUTH 89 DEGREES 07 MINUTES 26 SECONDS WEST A DISTANCE OF 69.30 FEET FOR CORNER IN CONCRETE AT THE SOUTHEAST CORNER OF SAID LOT 3, BLOCK "T", OF SAID JOHNSON'S WOOD SUBDIVISION AND AT THE SOUTHWEST CORNER OF SAID LOT 2, BLOCK "T", OF SAID JOHNSON'S WOODS SUBDIVISION;

THENCE NORTH 1 DEGREES 05 MINUTES 52 SECONDS WEST DISTANCE OF 115.51 FEET TO A 3/8" IRON PIN (F) FOR CORNER AT THE NORTHEAST CORNER OF SAID LOT 3, BLOCK "T", OF SAID JOHNSON'S WOODS SUBDIVISION AND AT THE NORTHWEST CORNER OF SAID LOT 2, BLOCK "T", OF SAID JOHNSON'S WOODS SUBDIVISION;

THENCE SOUTH 88 DEGREES 50 MINUTES 01 SECONDS WEST (REFERENCE BEARING) ALONG THE SOUTH BOUNDARY LINE OF CLARK LANE A DISTANCE OF 142.54 FEET TO THE PLACE OF BEGINNING.