

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 6, 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 098830-2012 of the Real Property Records of Lamar County, Texas; Extension of Real Estate Note and Lien dated April 21, 2016, recorded May 18, 2016 in Document Number 133450-2016 of the Real Property Records of Lamar County, Texas; Reinstatement Agreement dated April 11, 2018, filed April 16, 2018 in Document Number 152228-2018 of the Real Property Records of Lamar County, Texas; Reinstatement Agreement dated January 13, 2020, filed March 13, 2020 in Document Number 169354-2020 of the Real Property Records of Lamar County, Texas;

WHEREAS, the Deed of Trust secures, among other things, that certain indebtedness evidenced by that certain Promissory Note (as amended, the “Note”) dated August 6, 2012 executed by Phillip Dale Grose and Ashley Fry Grose payable to Guaranty Bank & Trust, N.A. (formerly Guaranty Bond Bank, N.A.) in the original principal amount of \$48,000.00 (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

RECEIVED BY
LAMAR COUNTY CLERKS OFFICE
ON THIS THE 14th DAY OF May, 2023

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, June 6, 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 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.

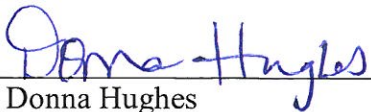
Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "as is, where is" condition, without any implied warranties, except as to the warranties of title (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation 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 11 day of May, 2023.


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 11 day of May, 2023, by Donna Hughes, Substitute Trustee, in the capacity therein stated.

Annette Weeks

Notary Public in and for the State of Texas

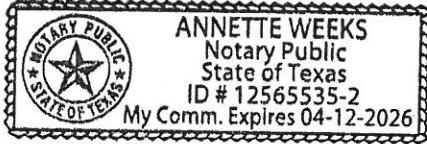


Exhibit A

All that certain tract or parcel of land situated about 10 miles North 23° East of the City of Paris, County of Lamar, and State of Texas, a part of the J. C. Lamb Survey No. 523, and being a part of a 30 acre tract of land conveyed I. W. Vickers by deed recorded in Vol. 293, page 409, of the Deed Records of said County and State.

BEGINNING at a stake for corner in the North Boundary line of Farm Road 2648 at the present Southeast corner of said Vickers tract of land;

THENCE North a distance of 1388 feet to a stake for corner at the Northeast corner of said tract of land;

THENCE West a distance of 108.7 feet to a stake for corner in the North Boundary line of said tract of land;

THENCE South a distance of 1388 feet to a stake for corner;

THENCE East along the North Boundary line of Farm Road 2648 a distance of 208.7 feet to the place of beginning and containing 8.65 acres of land.