

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 14, 2020, **Mark A. Hollenbeck** 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 173488-2020 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 14, 2020 executed by Mark A. Hollenbeck payable to Guaranty Bank & Trust, N.A. in the original principal amount of \$20,750.00 (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. ("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, October 1, 2024**, 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

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LAMAR COUNTY CLERKS OFFICE
ON THIS THE 10th DAY OF Sept., 2024

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.

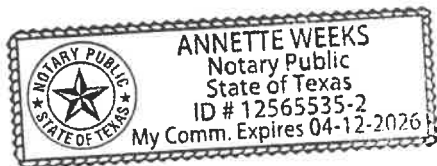
In the event that the sale of the Property is set aside for any reason, the purchaser shall be entitled only to a refund of sums paid. The purchaser shall have no other recourse against Grantor, Holder, any Trustee or substitute Trustee, or Holder’s attorney.

WITNESS my and this 10 day of September, 2024.

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 September, 2024, by Donna Hughes, Substitute Trustee, in the capacity therein stated.



Annette Weeks
Notary Public in and for the State of Texas

EXHIBIT A

A part of the D. Draper Headright Survey within the corporate limits of the Town of Deport, described by metes and bounds as follows:

BEGINNING at a point 72 feet South from the SW corner of a lot formerly owned by J. S. Nixon, and being part of a lot conveyed by C. M. Elliott and S. R. Jeffus to T. T. Jeffus on December 2, 1904;

THENCE EAST 83-1/3 feet, a stake;

THENCE SOUTH 245 feet, a stake;

THENCE WEST 83-1/3 feet, a stake in the BB line of Jeffus Street;

THENCE NORTH 245 feet to the place of beginning, being the same property described in deed from Rob Bryson, Jr. et ux. to J. R. Gooch, dated February 23, 1956, of record in Book 348, page 30, Lamar County Deed Records, Save, Except and Less 100 feet off the entire North end of such lot theretofore conveyed by Rob Bryson, Jr. et ux. to F. L. Petty by deed dated September 23, 1945, of record in Book 284, Page 61, Lamar County Deed Records; and being the same property described in deed to Joshua Wade Ward and wife, Jaclyn Lenise Ward, dated May 28, 2004, of record in Book 1478, Page 54, Lamar County Official Records; reference being made to all the above mentioned instruments and records for all necessary purposes.