RECEIVED BY LAMAR COUNTY CLERKS OFFICE ON THIS THE MONTH DAY OF oct, 74

NOTICE OF FORECLOSURE SALE ("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.

DATE OF NOTICE:

October 9, 2024

INSTRUMENT TO BE FORECLOSED:

Deed of Trust ("Deed of Trust")

DATED:

March 24, 2022

GRANTOR:

Larry Don Sessums, Jr. & Holly Michelle Sessums

TRUSTEE:

Michael H. Patterson

LENDER:

Shanhill, LLC

CURRENT

HOLDER:

Shanhill, LLC

RECORDED IN:

Deed of Trust is recorded under Instrument Number

192371-2022 of the real property records of Lamar County,

Texas

LEGAL DESCRIPTION &

PROPERTY TO BE SOLD:

PLEASE SEE ATTACHED "EXHIBIT A"

(MORE COMMONLY KNOWN AS: 1510 E. BOOTH,

PARIS, TEXAS 75460)

OBLIGATION SECURE: Deed of Trust or Contract Lien executed by Larry Don

Sessums, Jr. & Holly Michelle Sessums, securing the payment of the indebtedness in the original principal

Page 1 of 5

amount of \$85,500.00, and obligations therein described including but not limited to (a) the Promissory Note and (b) any and all modifications, renewals, and extensions of the Promissory Note. Shanhill, LLC, is the current mortgagee of the Promissory Note and Deed of Trust.

FORECLOSURE SALE:

DATE: November 5, 2024

TIME: The earliest time the sale will begin is 1:00 P.M., but not later than

three (3) hours after such time

PLACE: THE EAST FOYER, JUST INSIDE THE FIRST FLOOR, EAST

ENTRANCE TO THE LAMAR COUNTY COURTHOUSE AT 119 NORTH MAIN STREET, PARIS, LAMAR COUNTY, TEXAS 75460, OR AT SUCH OTHER PLACE AS DESIGNATED BY THE

LAMAR COUNTY COMMISSIONER'S COURT.

TERMS OF SALE: The Foreclosure Sale will be conducted as a public auction and the

Property will be sold to the highest bidder for cash; except that the Current Lender/Holder's herein may bid and such bid may be credited against the indebtedness secured by the lien of the Deed of

Trust and any and all modifications thereof.

SUBSTITUTE TRUSTEE(S): Ashleigh Renfro, AND/OR Ashley Tarver AND/OR Joseph Juarez

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Shanhill, LLC, the owner and holder of the Note, has requested the Substitute Trustee named herein to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Shanhill, LLC's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Shanhill, LLC's, rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, the Substitute Trustee will sell the Property in accordance with the Terms

of Sale described above, the Deed of Trust, and applicable Texas law. If Shanhill, LLC, passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Shanhill, LLC Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, any Trustee or Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Trustee.

THIS INSTRUMENT HEREBY APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

Name and Address of Sender of Notice:

Renfro Law, PLLC By: Ashleigh Renfro 10226 Midway Road Dallas, Texas 75229

Phone: 972-708-4425 Fax: 972-521-6413

Notice Pursuant to Section 51.0025 of the Texas Property Code

DIA Servicing, LLC, pursuant to a written servicing agreement, represents your Lender, Shanhill, LLC. This agreement grants DIA Servicing, LLC, with the authority to service your mortgage loan and to administer, or cause to be administered, any necessary steps or actions related to the potential foreclosure of your property subject to foregoing requirements contained in this letter. DIA Servicing, LLC, has retained Renfro Law, PLLC, to carry out any necessary

actions that may be required under all applicable state and federal laws and the services of this law firm are being carried out on behalf of DIA Servicing, LLC, and your Lender, Shanhill, LLC Contact information for DIA Servicing, LLC, may be found below:

DIA Servicing, LLC 10226 Midway Road Dallas, Texas 75229 Phone: 1.844.222.9450 or 972.708.4425

Email: info@diaservicingtx.com

Renfro Law, PLLC

By: Ashleigh Renfro Attorney/Substitute Trustee Texas Bar No. 24093029 10226 Midway Road Dallas, Texas 75229 Telephone (972) 708-4425 Fax (972) 521-6413

ashleigh@renfrolawtx.com

CERTIFICATION OF MAILING

Larry Don Sessums, Jr. Holly Michelle Sessums 1510 E. Booth Paris, Texas 75460

DATE SENT: OCTOBER 9, 2024 VIA USPS FIRST-CLASS MAIL &

VIA CMRRR # <u>9589-0710-5270-2156-88</u>79-38

BY:

I HEREBY CERTIFY THAT ON OCTOBER 9, 2024, TRUE AND CORRECT COPIES OF THIS DOCUMENT WERE SENT TO THE RECIPIENTS AT THE ADDRESS AND BY THE METHOD(S) DESCRIBED ABOVE.

Ashleigh Renfro

EXHIBIT A

A PART OF LOTS FIVE (5) AND SIX (6) OF THE HIRAM T. HICKS ADDITION WITHIN THE CORPORATE LIMITS OF THE CITY OF PARIS, ACCORDING TO PLAT OF SUCH ADDITION OF RECORD IN BOOK 1, PAGE 24, LAMAR COUNTY PLAT RECORDS; DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGININNG AT A STAKE IN THE SB LINE OF BOOTH STREET AT THE NW CORNER OF LOT FIVE (5) ABOVE MENTIONED;

THENCE SOUTH WITH THE WB LINE OF LOTS FIVE (5) AND SIX (6) AT A DISTANCE OF 111 FEET, A STAKE AT THE SW CORNER OF LOT SIX (6);

THENCE EAST WITH THE SB LINE OF LOT SIX (6) A DISTANCE OF 50 FEET, A POINT IN THE SB LINE OF LOT SIX (6);

THENCE NORTH 111 FEET, A POINT IN THE NB LINE OF LOT FIVE (5) AND THE SB LINE OF BOOTH STREET;

THENCE WEST 50 FEET TO THE PLACE OF BEGINNING AND BEING THE SAME PROPERTY DESCRIBED IN A DEED TO RANDELL W. GENTRY AND MARTHA GENTRY IN A DEED OF RECORD IN VOLUME 355, PAGE 09, LAMAR COUNTY REAL PROPERTY RECORDS.