
NOTICE OF FORECLOSURE SALE

October 7, 2025

DEED OF TRUST ("Deed of Trust"):

DATED: May 31, 2022

GRANTOR: Thomas Tomczak and Robin Mary Tomczak
3415 Southbend Dr., Apt. 1208
Denison, Texas 75020
Grayson County

TRUSTEE: Jeff Brooks
101 W Tarrant St,
Bowie, TX 76230
Montague County

LENDER: Legend Bank NA
101 W Tarrant St, PO Box 1081
Bowie, TX 76230

RECORDED IN: Inst. 194230-2022 of the Official Public Records of Lamar County, Texas

PROPERTY:

Being all that certain tract of land situated 18.5 miles South 57° West of the City of Paris, Lamar County, Texas, a part of the James H. Crowder Survey, Abstract No. 163, a part of the 75.172 acre tract conveyed to Justin and Barbara Cherry by deed recorded as Lamar County Document No. 085555-2011 and being further described as follows:

Beginning at an iron pin found for corner, the Southwest corner of said 75.172 acre Cherry Tract and the East line of a tract conveyed to Delmer and Mary Sue Carter Revocable Living Trust by deed recorded as Lamar County Document No. 147865;

Thence North 4°49'34" East with the West line of said Cherry Tract and the East line of said Carter Tract a distance of 1137.77 feet to a point in fence for corner;

Thence North 2°18'40" East with said common line a distance of 30.83 feet to a point in fence for corner;

Thence North 3°38'16" East with said common line at 445.74 feet passing a found iron pin, continuing in all a distance of 617.75 feet to a point for corner, the Northwest corner of said 75.172 acres;

Thence South 86°19'57" East with the North line of said 75.172 acres and the South line of a tract conveyed to Phillip Kent McCully by deed recorded in Volume 432, Page 323 of the Lamar County Real Property Records a distance of 59.93 feet to a point for corner in the center of a creek;

Thence Southeasterly with the meanders of said creek for the West line of the remainder of 75.172 acres the following:

South 40°55'25" East a distance of 270.20 feet;

South 35°16'27" East a distance of 619 .62 feet;

South 28°05'20" East a distance of 237.78 feet;

South 15°43'46" East a distance of 284.00 feet;

South 14°48'27" East a distance of 264.27 feet;

South 24°15'05" East a distance of 224.49 feet;

South 50°33'22" East a distance of 131.96 feet;

South 23°57'42" East a distance of 102.35 feet to a point in the North line of F.M. Highway No. 824;

Notice of Foreclosure Sale
000 FM 824, Honey Grove, TX 75446
Legend Bank/Tomczak

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RECEIVED BY
LAMAR COUNTY CLERKS OFFICE
ON THIS THE 9th DAY OF Oct, 25.

Thence Westerly with the North line of F.M. Highway No. 824 the following:

North 87°01'43" West (basis of bearing per North line F.M. Hwy. 824 L.C. Doc. No. 85555-2011) with said North line at 103.33 feet passing a 1/2" set iron pin (capped Chaney 4057) continuing in all a distance of 746.57 feet to a point for corner;

South 87°06'32" West a distance of 97.9 feet to a point for corner South 87°01'43" West a distance of 379.76 feet to the point of beginning and containing 28.5125 acres of land.

SECURES: Promissory Note ("Note") in the original principal amount of \$156,248.50 executed by Thomas Tomczak and Robin Mary Tomczak ("Borrower") and payable to the order of Lender [and all other indebtedness of Borrower to Lender.

SUBSTITUTE TRUSTEE(S): Matthew D. Anderson, Anthony W. Bates, D. Todd Davenport, Peyton W. Cannedy, and/or Eliot Hardee
3711 Maplewood Ave., Suite 200
Wichita Falls, Texas 76308
Wichita County

FORECLOSURE SALE:

DATE: November 4, 2025

TIME: The sale of the Property will be held between the hours of 10:00 a.m. and 4:00 p.m. local time; **the earliest time at which the Foreclosure Sale will begin is 10:00 a.m. and not later than three hours thereafter**

PLACE: The east foyer, just inside the first floor east entrance to the Lamar County Courthouse, 119 North Main Street, Paris, Texas or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court in Lamar County, Texas.

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 Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

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, Lender, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender'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, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Lender 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 Lender. 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, 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 Substitute Trustee.

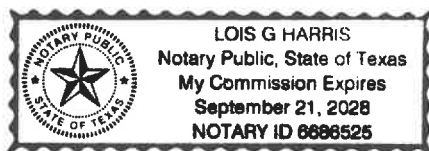
Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active-duty military service to the sender of this notice immediately.

THIS INSTRUMENT 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.

Brandon Hill
Vice-President, Legend Bank, N.A.

STATE OF TEXAS
COUNTY OF MONTAGUE

This instrument was acknowledged before me on October 8, 2025 by
Brandon Hill.



Notary Public, State of Texas
My commission expires: 9-21-2028