

FILED FOR RECORD

2024 SEP 10 PM 1:51

Notice of Substitute Trustee Sale

September 9, 2024

CONNIE BECTON
COUNTY CLERK
HARDIN COUNTY, TEXAS

Deed of Trust (Security Agreement, Assignment of Leases, Assignment of Rents, and Financing Statement ("Deed of Trust")): *John Freeman*

Dated: April 20, 2021

Grantor: The Richey Group, LLC, a Texas limited liability company (as Borrower)
Richey Homes, LLC, a Texas limited liability company (as Owner)

Trustee: Joe F. West

Lender: CommunityBank of Texas, N.A. (now known as Stellar Bank)

Recorded in: Instrument No. 2021-114302, recorded April 29, 2021, in the Official Public Records of Hardin County, Texas

Land Description: Lot Nos. Eight (8), Nine (9), Ten (10) and Eleven (11), in Block No. Twenty-Seven (27) of the Electric Addition as recorded in Volume 1, Page 143, of the Plat Records of Hardin County, Texas; SAVE AND EXCEPT that portion deeded to the State of Texas as described in Volume 353, page 481, and Parcel No. 2 of Volume 400, Page 450 of the Hardin County Deed Records.

Secures: Commercial Real Estate Lien Note ("Note") in the original principal amount of \$1,040,359.00, executed by The Richey Group, LLC, a Texas limited liability company ("Borrower") and payable to the order of Lender

Property Description: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, including the property described in the attached Exhibit A, and all rights and appurtenances thereto

Guaranty: The Note is guaranteed by an Agreement of Guaranty dated April 20, 2021, and executed by Brandon J. Richey in favor of Lender

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Substitute Trustee: Michael J. Lindsay, Barrett P. Lindsay, John Pat Parsons, and any one of them Individually

Substitute Trustee's Address: Lindsay, Lindsay & Parsons
710 North 11th St., Beaumont, Texas 77702

Substitute Trustee Sale:

Date: Tuesday, October 1, 2024

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 10:30 A.M. and not later than three hours thereafter.

Place: Hardin County Courthouse in Kountze, Texas, at the following location: Commissioner's Courtroom at the first floor in the Hardin County Courthouse, or as designated by the County Commissioners

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 Stellar Bank's, fka CommunityBank of Texas, N.A., 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, Stellar Bank, fka CommunityBank of Texas, N.A., 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 Stellar Bank's, fka CommunityBank of Texas, N.A., election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Stellar Bank's, fka CommunityBank of Texas, N.A., 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.

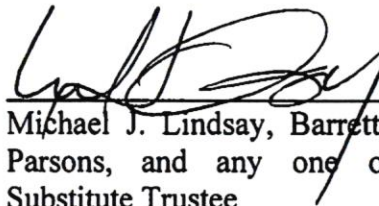
If Stellar Bank, fka CommunityBank of Texas, N.A., passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

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 Stellar Bank, fka CommunityBank of Texas, N.A. 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.



Michael J. Lindsay, Barrett P. Lindsay, John Pat
Parsons, and any one of them Individually,
Substitute Trustee
Lindsay, Lindsay & Parsons
710 North 11th St.
Beaumont, Texas 77702
Telephone (409) 833-1196
Facsimile: (409) 832-7040

EXHIBIT A

1.02 PROPERTY. The Property covered by this Instrument includes the Land and the following items described in this section 1.02, whether now owned or hereafter acquired, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Instrument, and all rights, hereditaments and appurtenances pertaining thereto, all of which are referred to as the "Property":

- (a) Any and all buildings, improvements, and tenements now or hereafter attached to or placed, erected, constructed, or developed on the Land (the "Improvements");
- (b) All equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personalty"), including but not limited to the personal property now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personalty is or may be used in or related to the Planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements;
- (c) All water and water rights, timber, crops, and mineral interest pertaining to the Land;
- (d) All building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements;
- (e) all plans and specifications for the Improvements and for any future development of or construction on the Land;
- (f) All Borrower's rights (but not Borrower's obligations) under any contracts relating to the Land, the Improvements or the Personalty;
- (g) All deposits (including tenant security deposits), bank accounts, funds, instruments, notes or chattel paper arising from or by virtue of any transactions related to the Land, the Improvements or the Personalty;
- (h) All Borrower's rights (but not Borrower's obligations) under any documents, contract rights, accounts, commitments, construction contracts (and all payment and performance bonds, statutory or otherwise, issued by any surety in connection with any such construction contracts, and the proceeds of such bonds), architectural contracts, engineering contracts, and general intangibles (including without limitation trademarks, trade names, and symbols) arising from or by virtue of any transactions related to the Land, the Improvements, or the Personalty;
- (i) All permits, licenses, franchises, certificates, and other rights and privileges now owned or held or hereafter obtained in connection with the Land, the Improvements or the Personalty;
- (j) All development rights, utility commitments, water and wastewater taps, living unit equivalents, capital improvement project contracts, utility construction agreements with any governmental authority, including municipal utility districts, or with any utility companies (and all refunds and reimbursements thereunder) relating to the Land or the Improvements;
- (k) All proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements, or the Personalty;
- (l) All proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements, or the Personalty;
- (m) All proceeds from the taking of any of the Land, the Improvements, the Personalty or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law;
- (n) All right, title, and interest of Borrower in and to all streets, roads, public places, easements, and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land;
- (o) All of the Leases (as hereafter defined), rents, royalties, bonuses, issues, profits, revenues, or other benefits of the Land, the Improvements, or the Personalty, including without limitation cash or securities deposited pursuant to leases to secure performance by the tenants of their obligations thereunder (subject to the Assignment of Rents made in Article V below);
- (p) All consumer goods located in, on, or about the Land or the Improvements or used in connection with the use or operation thereof; however, neither the term "consumer goods" nor the term "Personalty" includes clothing, furniture, appliances, linens, china, crockery, kitchenware, or personal effects used primarily for personal, family, or household purposes;
- (q) Other interest of every kind and character that Borrower now has or at any time hereafter acquires in and to the Land, Improvements, and Personalty and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Borrower with respect to such property and all of Borrower's rights (but not Borrower's obligations) under any covenants, conditions, and restrictions for the Land, as the same may be amended from time to time, including Borrower's rights, title, and interests thereunder as declarant or developer, if applicable; and
- (r) All products and proceeds of the Personalty described in this Section 1.02 (the Personalty and other personal property described in this Section 1.02 being sometimes collectively referred to as the "Personal Property").

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2024-147017
CONNIE BECTON
COUNTY CLERK
 2024 Sep 10 at 01:53 PM
 HARDIN COUNTY, TEXAS
 By: EF, DEPUTY