

FILED FOR RECORD

2024 SEP 10 PM 1:51

## Notice of Substitute Trustee Sale

September 9, 2024

CONNIE BECTON  
COUNTY CLERK  
HARDIN COUNTY, TEXAS  
BY

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

Dated: December 17, 2021

Grantor: The Richey Group, LLC, a Texas limited liability company, (being the same entity which acquired some properties as The Richey Group

Trustee: Joe F. West

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

Recorded in: Instrument No. 2021-122072, recorded December 29, 2021, in the Official Public Records of Hardin County, Texas

Land Description: See Exhibit "A" attached hereto and made a part hereof for all purposes.

Secures: Commercial Real Estate Lien Note ("Note") in the original principal amount of \$1,980,000.00, 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 B, and all rights and appurtenances thereto

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 11<sup>th</sup> St., Beaumont, Texas 77702

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**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.**



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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"

7545 Neely Rd., Lumberton, Texas (Hardin Co)

BEING a 0.2834 acre tract of land situated in the John Choate Survey, Abstract No. 138, Hardin County, Texas and being out of and part of that certain called 35 acre tract of land as described in a deed from Nancy Parra and Betty Domingue, joined by Leland Parra and David Domingue to Robert D. Neely and wife, Donna J. Neely as recorded in Volume 648, Page 411, Deed Records, Jefferson County, Texas and being all of that certain called 0.28 acre tract of land as described in a "Warranty Deed" from Green Tree Servicing LLC to Federal National Mortgage Association as recorded in Volume 1837, Page 676, Official Public Records, Hardin County, Texas, said 0.2834 acre tract being more particularly described as follows:

NOTE: All bearings are referenced to the Southwesterly line of the said 0.28 acre Federal National Mortgage Association tract as NORTH 34° 31' 57" WEST as recorded in the above referenced Volume 1837, Page 676, Official Public Records, Hardin County, Texas.

Beginning at a 1" Iron pipe in an asphalt road found for the most Southerly corner of the tract herein described and said corner being in the centerline of a 30 foot wide Ingress and egress easement for Neely Road as recorded in Volume 660, Page 581, Deed Records, Hardin County, Texas, and said corner being the most Easterly corner of that certain called 1.111 acre tract of land as described in a "Warranty Deed with Vendor's Lien" from Juanita J. Dempsey to Randy E. Dorrell and wife, Sharon L. Dorrell as recorded in Volume 811, Page 773, Deed Records, Hardin County, Texas and said corner being in the Northwesterly line of that certain called 0.782 acre tract of land as described in a "Warranty Deed" from Sammy D. Neely and wife, Henrietta Neely to Kenneth H. Westfall and wife, Ruth L. Westfall as recorded in Volume 760, Page 508, Deed Records, Hardin County, Texas;

Thence NORTH 34° 31' 57" WEST, along and with the boundary between the tract herein described and the said 1.111 acre Dorrell tract, for a distance of 154.39 feet to a 1/2" Iron rod with a cap stamped "B-Line" found for corner, said corner being the most Southerly corner of that certain called 2.069 acre tract of land as described in a "Warranty Deed with Vendor's Lien" from Robert D. Neely and wife, Donna Neely to Randy E. Dorrell as recorded in Volume 686, Page 347, Deed Records, Hardin County, Texas;

Thence NORTH 54° 01' 08" EAST, along and with the boundary between the tract herein described and the said 2.069 acre Dorrell tract, for a distance of 80.00 feet to a fence post footing found for corner, said corner being the most Westerly corner of that certain called 1.00 acre tract of land, save and except a 0.28 acre tract, as described in a "Deed" from Walter L. Hurst to Ronnie Smith and wife, Linda D. Smith as recorded in Volume 798, Page 529, Deed Records, Hardin County, Texas and from said corner a fence post bears NORTH 19° 34' 38" EAST, a distance of 0.15 feet;

Thence SOUTH 34° 30' 54" EAST, along and with the boundary between the tract herein described and the said Smith tract, for a distance of 154.41 feet to a "PK" nail found in an asphalt road for corner, said corner being in the centerline of the said 30 foot wide Ingress and egress easement for Neely Road and being the most Southerly corner of the said Smith tract and in the Northwesterly line of that certain called 2.25 acre tract of land as described in a "General Warranty Deed" from Pace Auction Service and Sales, Inc. to Travis A. Primo and Andrea G. Primo, husband and wife, as recorded in Book 1720, Page 448, Official Public Records, Hardin County, Texas;

Thence SOUTH 54° 01' 38" WEST, along and with the centerline of the said 30 foot wide Ingress and egress easement for Neely Road, the same being the common line between the tract herein described and the said 2.25 acre Primo tract and the said 0.782 acre Westfall tract, for a distance of 79.95 feet the Point of Beginning and containing 0.2834 acres, more or less.

435 S. Beech St., Kountze, Texas (Hardin Co)

Lot Number Three (3), in Block Number Twenty-one (21), of J. J. ALLUMS FIRST WILLIAMS ADDITION, to the Town of Kountze, Hardin County, Texas, according to the map or plat thereof recorded in/under Volume 1, Page 192 of the Map/Plat Records of Jefferson County, Texas.

150 Pecan St., Kountze, Texas (Hardin Co)

Lots Numbered Six (6), Seven (7) and Eight (8), in Block Number Four (4), of J. J. ALLUMS SECOND ADDITION, to the Town of Kountze, in Hardin County, Texas, according to the map or plat thereof recorded in/under Volume 1, Page 194 of the Map/Plat Records of Hardin County, Texas.

## EXHIBIT B

This exhibit covers the types (and items) of personal property listed below that Borrower owns or has sufficient rights in which to transfer an interest, now or in the future, now or hereafter located at, used in connection with, attached to or used in or about the building or buildings now erected or hereafter to be erected on the Land, more fully described on Exhibit "A", and all proceeds and products of the property (including, but not limited to, all parts, accessories, repairs, replacements, improvements, and accessions to the property):

1. Accounts and Other Rights to Payment: All rights to payment, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Borrower may have by law or agreement against any account debtor or obligor of Borrower;
2. Inventory: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in progress, or material used or consumed in Borrower's business;
3. Equipment: All equipment including, but not limited to, machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts and tools. The property includes any equipment described in a list or schedule Borrower gives to secured party, but such a list is not necessary to create or perfect a valid security interest in all of Borrower's equipment;
4. Instruments and Chattel Paper: All instruments, including negotiable instruments and promissory notes and any other writings or records that evidence the right to payment of a monetary obligation and tangible and electronic chattel paper;
5. General Intangibles: All general intangibles including, but not limited to, tax refunds, patents and applications for patents, copyrights, trademarks, trade secrets, goodwill, trade names, customer lists, permits and franchises, payment intangibles, computer programs and all supporting information provided in connection with a transaction relating to computer programs, and the right to use Borrower's name;
6. Documents: All documents of title including, but not limited to, bills of lading, dock warrants and receipts, and warehouse receipts;
7. Government Payments and Programs: All payments, accounts, general intangibles, and benefits including but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance, diversion payments, production flexibility contracts, and conservation reserve payments under any preexisting, current, or future federal or state government program;
8. Investment Property: All investment property including but not limited to, certificated securities, uncertificated securities, securities entitlements, securities accounts, commodity contracts, commodity accounts and financial assets; and
9. Deposit Accounts: All deposit accounts including, but not limited to, demand, time, savings, passbook and similar accounts.

2024-147018  
CONNIE BECTON  
COUNTY CLERK  
2024 Sep 10 at 01:53 PM  
HARDIN COUNTY, TEXAS  
By: EF, DEPUTY