



VG-363-2023-1784

Milam County
Jodi Morgan
Milam County Clerk

Instrument Number: 1784

Real Property Recordings

APPOINT SUB TTEE

Recorded On: May 05, 2023 04:52 PM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$50.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 1784
Receipt Number: 20230505000021
Recorded Date/Time: May 05, 2023 04:52 PM
User: Annisha W
Station: Clerk Station

Record and Return To:

DRY LAW PLLC
909 18TH ST
PLANO TX 75074



STATE OF TEXAS
COUNTY OF MILAM

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Milam County, Texas.

Jodi Morgan
Milam County Clerk
Milam County, TX

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

**APPOINTMENT OF SUBSTITUTE TRUSTEE AND
NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

1. PROPERTY TO BE SOLD. The property to be sold is described as follows:

The real property and improvements located in Milam County, Texas, commonly known as 8778 Farm to Market Road 2095, Gause, Texas 77857, being more particularly described on Schedule 1 attached hereto and incorporated herein for all purposes.

2. INSTRUMENT TO BE FORECLOSED. The instrument to be foreclosed is the Deed of Trust dated August 30, 2016, naming International Fidelity Insurance Company, a New Jersey corporation, as beneficiary, recorded under Volume No. 1290, Page 359, of the Official Public Records of Milam County, Texas (the "Deed of Trust").

3. DATE, TIME AND PLACE OF SALE. The sale is scheduled to be held at the following date, time, and place:

DATE: June 6, 2023

TIME: The sale will begin at 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 1:00 p.m.

PLACE: The foreclosure sale will be conducted at public venue in the area designated by the MILAM County Commissioners Court pursuant to Section 51.002 of the TEXAS PROPERTY CODE as the place where foreclosure sales are to take place, or if no place is designated by the Commissioners Court, the sale will be conducted at the place where the Notice of Trustee's Sale was posted.

The Deed of Trust permits the Beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the Deed of Trust need not appear at the date, time, and place of a scheduled sale to announce postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

4. TERMS OF SALE. The sale will be conducted as a public auction to the highest bidder for cash or acceptable certified funds, subject to the 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.

Those desiring to purchase the Property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The 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 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. The sale shall not cover any part of the Property that has been released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the Deed of Trust, the beneficiary has the right to direct the trustee or any appointed substitute trustee to sell the Property in one or more parcels and/or to sell all or only part of the Property.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold in "AS IS, WHERE IS, AND WITH ALL FAULTS" condition, without express or 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 trustee or 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 trustee or any substitute trustee.

5. TYPE OF SALE. The sale is a nonjudicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by Vernon T. Lang and Melissa Lang.

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.

6. OBLIGATIONS SECURED. The Deed of Trust provides that it secures payment, compliance with, and performance of each and every obligation, covenant and agreement assumed or undertaken by any Indemnitor (for themselves, their subsidiaries and affiliates, heirs, executors, administrators, successors and assigns) under the Indemnity Agreement and/or Bonds, including, but not limited to, to pay all initial and renewal premiums for each Bond and to indemnify, hold harmless and exonerate International Fidelity Indemnity Company from and against any and all Losses and expenses International Fidelity Indemnity Company may incur in connection with any Bond.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, International Fidelity Indemnity Company c/o Steven K. Cannon, Dry Law, PLLC, 909 18th Street, Plano, Texas 75074.

7. **DEFAULT AND REQUEST TO ACT.** Default has occurred under the Deed of Trust, and the beneficiary has requested the substitute trustee to conduct the sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.


8. **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 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.

SUBSTITUTE TRUSTEE(S):

Steven K. Cannon
James D. Ewing
Ryan D. Dry
Steven M. Beauchamp
DRY LAW, PLLC
909 18th Street
Plano, Texas 75074
(972) 797-9510

EXECUTED as of May 3, 2023.


Steven K. Cannon, James D. Ewing, Ryan D. Dry or
Steven M. Beauchamp
DRY LAW, PLLC
909 18th Street
Plano, Texas 75074
Substitute Trustees & Attorney-in-fact for
International Fidelity Indemnity Company

SCHEDULE 1
TO
APPOINTMENT OF SUBSTITUTE TRUSTEE AND
NOTICE OF SUBSTITUTE TRUSTEE'S SALE

Property

Being 66.29 acres, more or less, out of the Samuel Jones Survey, A-221, Milam County, Texas, more particularly described by metes and bounds on **Exhibit A**, consisting of 2 page(s) attached hereto and made a party hereof for all purposes.

Together with all improvements and fixtures, the rights, members and appurtenances to the property in anywise appertaining or belonging thereto.

Exhibit “A”

In Re: 66.290 Acres out of a
359.029 Acre Tract
Samuel Jones Survey, 1-221
Milam County, Texas

All that certain tract or parcel of land situated in Milam County, Texas, being a part of the Samuel Jones Survey, Abstract No. 221 and being a part of a "Tract Two" - 359.029 acres as conveyed from Martha L. Calpepper to John K. Clark, Trustee of the Clark Trust B by Deed dated May 3, 1996 and being recorded in Volume 727, Page 723 of the Deed Records of said Milam County and being more particularly described by notes and bounds as follows, to wit;

COMMENCING at a point on the South ROW line of F. M. Highway No. 2095 for the Northeast corner of a Willie Kopriva 117.879 acres tract (672/656) and for the Northwest corner of said original 359.029 acre tract (a reference iron pin found bears $820^{\circ}00'18"W - 4.48$ feet);

THENCE with a common line as fenced between said original 359.029 acre tract and the South ROW line of said F. M. Highway No. 2095 as follows:

$N66^{\circ}17'24"E - 35.17$ feet to a concrete ROW marker;
 $N81^{\circ}23'28"E - 200.77$ feet to a concrete ROW marker for the point of curvature of a curve to the right;
With said curve to the right for an arc distance of 620.25 feet, said curve having a delta angle of $22^{\circ}45'48"$, a radius of 1561.00 feet and a chord bearing of $N74^{\circ}46'02"E - 416.18$ feet to an iron pin set for the **PLACE OF BEGINNING** and for the Northwest corner of this tract;

THENCE continuing with a common line as fenced between said original 359.029 acre tract and the South ROW line of said F. M. Highway No. 2095 as follows:

with said curve to the right for an arc distance of 110.53 feet, said curve having a delta angle of $04^{\circ}23'15"$, a radius of 1561.00 feet and a chord bearing of $N88^{\circ}20'38"E - 119.51$ feet to a concrete ROW marker for an exterior ell corner of this tract;
 $N88^{\circ}40'24"E - 115.04$ feet to a concrete ROW marker for an exterior ell corner of this tract;
 $S87^{\circ}37'03"E - 801.18$ feet to a concrete ROW marker for an exterior ell corner of this tract;
 $S85^{\circ}41'42"E - 40.20$ feet to a iron pin found for the Northwest corner of a Jesus G. Mamon 65.767 acre tract (735/725 - a part of said original 359.029 acre tract) and for the Northeast corner of this tract;

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Tract "A"

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TRANCE with the occupied West fence line of said **Acres 65.787** acre tract as follows:

- 319°35'27"W - 644.82 feet to a fence corner post for an interior all corner of this tract;
- 322°03'00"W - 144.05 feet to a fence corner post for an exterior all corner of this tract;
- 319°01'37"W - 484.83 feet to a fence corner post for an interior all corner of this tract;
- 308°03'36"E - 733.85 feet to a fence corner post for an interior all corner of this tract;
- 316°20'20"E - 773.53 feet to a fence corner post for interior all corner of this tract;
- 319°09'37"E - 288.81 feet to a to an iron pin found at a fence corner post on a common line between said Jones Survey and a Francisco Ruiz Survey, Abstract No. 56, same being a common line between said original 359.829 acre tract and a C. E. Nowdy, et ux 3/4 acre tract (171/172) for the Southwest corner of said **Acres 65.787** acre tract and for the Southwest corner of this tract;

TRANCE with an occupied common line as fenced between said Jones Survey and said Ruiz Survey, same being a common line between said original 359.829 acre tract and said Nowdy 3/4 acre tract as follows:

- 373°01'03"W - 171.02 feet to a fence corner post for an interior all corner of this tract;
- 370°19'03"W - 410.81 feet to a fence corner post for an interior all corner of this tract;
- 367°22'39"W - 177.15 feet to a fence corner post for an interior all corner of this tract;
- 372°39'31"W - 473.49 feet to a fence corner post for an exterior all corner of this tract;
- 380°08'48"W - 117.21 feet to a fence corner post for an exterior all corner of this tract;
- 382°45'21"W - 118.84 feet to an iron pin set for the Southwest corner of this tract;

TRANCE N08°57'17"E - 3479.08 feet crossing said original 359.829 acre tract for division to the PLACER OF BROADWING and containing 66.390 Acres of Land.

I, W. L. Ferguson, Registered Professional Land Surveyor No. 2547 in the State of Texas, do hereby certify that the above survey was performed on the ground under my supervision and the field notes hereon are true and correct to the best of my knowledge.

Given under my hand and seal this 31st day of December, 1997.

W. L. Ferguson
 W. L. Ferguson


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"A"

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OFFICIAL RECORDS
MILAM COUNTY, TEXAS

CLERK'S NOTICE: ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

FILED
 AT 2 O'CLOCK P M
 ON THE 20 DAY OF Sept
 A.D., 20 16

STATE OF TEXAS
 COUNTY OF MILAM
 I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Records of Milam County, Texas.

Barbara Vansa
 COUNTY CLERK, MILAM COUNTY, TEXAS
 BY Linda Hall DEPUTY


 Barbara Vansa
 County Clerk, Milam County, Texas
 VOL. 1290 PAGE 359
 RECORDED 9-20-16 2:51
 BY Linda Hall DEPUTY

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