

NOTICE OF 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.

STATE OF TEXAS §
 §
COUNTY OF RED RIVER §

WHEREAS, on December 18, 2007 executed a Deed of Trust (the "Deed of Trust") conveying to Tyson T. Abston, Trustee, certain real property more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference, together with all improvements, fixtures and personal property located thereon or used in connection therewith and certain other personal property as more fully described in the Deed of Trust (all of the real and personal property covered by the Deed of Trust is hereinafter referred to as the "Property"), which Deed of Trust is recorded in Volume 609, Page 138 of the Real Property Records of Red River County, Texas; Reinstatement Agreement dated July 12, 2016, recorded July 18, 2016 in Volume 720, Page 281 of the Real Property Records of Red River County, Texas; Reinstatement Agreement dated July 12, 2016, recorded August 31, 2016 in Volume 721, Page 532 of the Real Property Records of Red River County, Texas; and

WHEREAS, the Deed of Trust secures, among other things, that certain indebtedness evidenced by that certain Promissory Note (as amended, the "Note") dated December 18, 2007 executed by **Russell Dewayne English** payable to Guaranty Bank & Trust, N.A. (formerly Guaranty Bond Bank, N.A.) in the original principal amount of \$21,000.00 (the Note and all other obligations owing to Holder under the Deed of Trust are hereinafter called the "Indebtedness"); and

WHEREAS, Guaranty Bank & Trust, N.A. (formerly Guaranty Bond Bank, N.A.) ("Holder") has all interest in, to and under the Note and Deed of Trust and in and to all other indebtedness secured by the Deed of Trust; and

WHEREAS, the undersigned Donna Hughes, whose address is 100 West Arkansas, Mt. Pleasant, Texas 75455, has been appointed Substitute Trustee in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust; and

WHEREAS, default has occurred pursuant to the provisions of the Deed of Trust, the Indebtedness is now wholly due, and Holder, being the owner and holder of said Indebtedness has requested the undersigned to sell the Property to satisfy the Indebtedness;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **Tuesday, August 2, 2022**, at **10:00 a.m.**, or within three hours after that time, the undersigned will sell the Property at the Red River County Courthouse, Clarksville, Texas, at the place designated by the Red River County Commissioner's Court in Clarksville, Texas, to the highest bidder for cash, 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.

Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "as is, where is" condition, without any 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 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 Substitute Trustee.

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.

In the event that the sale of the Property is set aside for any reason, the purchaser shall be entitled only to a refund of sums paid. The purchaser shall have no other recourse against Grantor, Holder, any Trustee or substitute Trustee, or Holder's attorney.

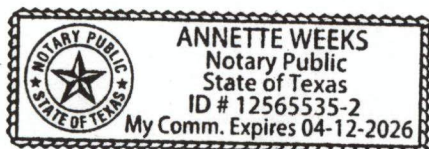
WITNESS my and this 7 day of July, 2022.

Donna Hughes
Name: Donna Hughes
Substitute Trustee
Address: 100 West Arkansas Street
Mt. Pleasant, Texas 75455
Phone: 903-572-9881

THE STATE OF TEXAS

COUNTY OF TITUS

This instrument was acknowledged before me on the 7 day of July, 2022, by Donna Hughes, Substitute Trustee, in the capacity therein stated.



Annette Weeks
Notary Public in and for the State of Texas

Exhibit A

TRACT I:

All that certain tract or parcel of land situated in Red River County, Texas, a part of the W. G. MILLER SURVEY, ABSTRACT NO. 560, in the town of Bogata, described as follows, to-wit:

BEGINNING at the NW corner of a tract of land conveyed by J. D. Quinton to Mrs. A. E. Horne in 1913 on the East side of South Main Street;

THENCE South 70 feet to a lot conveyed by Mrs. A. E. Horne to Walker King on Dec. 10, 1913;

THENCE East with the NB line of said King lot 150 feet to a stake in A. H. Rake's WB line;

THENCE North with Rake's WB line to the NE corner of the Quinton-Horne lot;

THENCE West 150 feet to the place of beginning.

TRACT II:

All that certain tract or parcel of land situated in Red River County, Texas, a part of the W. G. MILLER SURVEY, ABSTRACT NO. 560, in the town of Bogata, described by metes and bounds as follows, to-wit:

BEGINNING 70 feet South of the NW corner of a tract of land conveyed by J. D. Quinton to Mrs. A. E. Horne on the East side of South Main Street;

THENCE South 70 feet, a stake for corner;

THENCE East 150 feet, a stake in A. H. Rake's West Boundary line;

THENCE North with Rake's West Boundary line of the Southeast corner of Quinton-Horne lot;

THENCE West with its SBL to the place of beginning.

Tract I and Tract II being the same land described as Tract I and Tract II in Special Warranty Deed from Trina Lee Keys to Paul Ray Keys, dated November 13, 2006, and recorded in Volume 591, Page 809 of the Official Public Records of Red River County, Texas.

FILED FOR RECORD
9:38 o'clock 11 M. on

JUL 07 2022

Shawn Weemes
SHAWN WEEMES, COUNTY CLERK
RED RIVER CO., TX