

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

STATE OF TEXAS

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COUNTY OF FANNIN

FILED FOR RECORD IN FANNIN COUNTY

04/13/2021 07:59:39 PM

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Mechanic’s Lien Contract dated October 28, 2013, recorded in the Official Public Records of Fannin County, Texas under Instrument Number 2013-5751, Volume 1714, Page 126 (the "Deed of Trust"), Kenneth Townsend and wife, Brenda Greco Townsend (the "Borrower") conveyed to Elizabeth A. Robertson as Trustee (the "Trustee"), the property situated in Fannin County, Texas, together with all buildings, fixtures and improvements, more particularly described as follows, to wit:

See Exhibit A (the “Property”)

WHEREAS, the Property secures that one certain Mechanic’s Lien Note therein described in the original principal amount of \$20,000.00 (the "Indebtedness"), executed by Kenneth Townsend and wife, Brenda Greco Townsend and made payable to Cecil Burl Cunningham; and

WHEREAS the Indebtedness and Deed of Trust were transferred to Sudderth Real Estate, Inc. a/k/a SRE Real Estate by and through a Transfer of Lien dated August 11, 2020 and recorded in the Official Public Records of Fannin County, Texas, under Instrument Number 2020004837; and

WHEREAS on October 29, 2020, Brenda L. Townsend filed a Chapter 13 Voluntary Petition in Cause No. 20-42195, styled *In Re: Brenda L. Townsend* in the United States Bankruptcy Court for the Eastern District of Texas, Sherman Division. On March 24, 2021, an Order Dismissing Chapter 13 Case With Prejudice for 120 Days With Retention of Jurisdiction was entered dismissing the bankruptcy case; and

WHEREAS, the undersigned has been appointed as Substitute Trustee in the place and instead of Elisabeth A. Robertson, Trustee in the Deed of Trust, said appointment being in the

manner authorized by the Deed of Trust; and

WHEREAS, default has occurred under the terms of the Indebtedness secured by the Deed of Trust, the Indebtedness is now wholly due, and the owner and holder of the Indebtedness has requested the undersigned to sell the Property to satisfy same.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, May 4, 2021 (that being the first Tuesday of said month), at 1:00 p.m., (or not later than three (3) hours thereafter), I will sell the Property at public auction to the highest bidder, or bidders, at or near the main entrance of the Bonham City Hall, 514 Chestnut Street, Bonham, Texas 75418, said location having been designated by the County Commissioners (the "Commissioners") of Fannin County, Texas (or such other location as may be designated by the Commissioners after the sending of this Notice and before the time of the sale). I will make due conveyance of the Property to the purchaser or purchasers by general warranty deed binding mortgagor, its successors and assigns. The Lender may cause the sale to be canceled or adjourned from time to time without further notice.

The Property will be sold to the highest bidder, subject to the reservations hereinafter stated. Unless the Lender is the highest bidder and thus the purchaser at the sale, the purchase price must be paid in cash or other immediately available funds satisfactory to the undersigned at the conclusion of the sale. The undersigned will not be liable for any finder's fees or commissions in connection with the sale.

The Lender shall have the right to bid for and purchase the Property at the sale. If the Lender is the highest bidder and thus the purchaser of the Property, it will credit the net proceeds of the sale (after deduction of all sale expenses and other sums properly charged against the sale proceeds) against the unpaid balance of the Indebtedness.

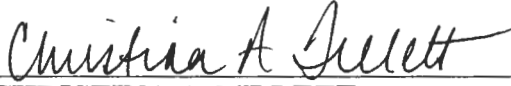
The Property shall be sold for cash, except that Lender's bid may be by credit against the Indebtedness.

THE SALE OF THE PROPERTY IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE SUBSTITUTE TRUSTEE, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER THE LENDER NOR THE SUBSTITUTE TRUSTEE MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COMPLIANCE WITH LAWS, RULES, AGREEMENTS OR SPECIFICATIONS, NOR WITH RESPECT TO CONDITION, QUALITY, CAPACITY, DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH ARE EXPRESSLY WAIVED BY PURCHASER.

ACTIVE MILITARY SERVICE NOTICE

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.

EXECUTED on the 13th day of April 2021.



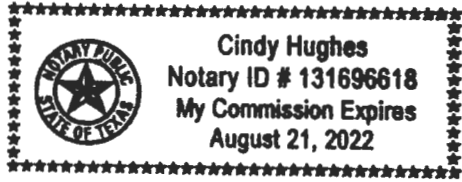
CHRISTINA A. TILLET
WILLIAM B. MUNSON
GARLAND D. CARDWELL
PRINCESS D. BROWN
Substitute Trustees under the Deed of Trust
123 South Travis Street
Sherman, Texas 75090
Tel. (903) 893-8161

STATE OF TEXAS

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COUNTY OF GRAYSON

This instrument was acknowledged before me this the 13th day of April 2021, by Christina A. Tillett, as Substitute Trustee under the Deed of Trust.



Cindy Hughes

 Notary Public, State of Texas

Exhibit "A"

All that certain tract or parcel of land out of the MCKINNEY & WILLIAMS SURVEY, Abstract Number 809, Fannin County, Texas, situated approximately North 34° East a distance of 11.2 miles from the City of Bonham; being part of the land described as 50 acres in the General Warranty Deed from Patricia A. Fenton to Donald Avery, dated May 12, 2004, and filed of record at Volume 1075, Page 477, Fannin County Land Records; and, being more particularly described by metes and bounds as follows:

STANDING at the Northwest corner of the referenced 50 acre tract, Volume 1075, Page 477, a point at the center line intersection of County Road 2275 and County Road 2285 Go South a distance of 528.68 feet along the Center of County Road 2275 to a point in the center of said road for the POINT OF BEGINNING and the Northwest corner of this tract.

THENCE N 88° 47' 00" E a total distance of 136.24 feet, passing a Corner Fence Post in the east line of County Road 2275 and continuing along the general course of a fence to a Set Iron Pin by a Corner Fence Post for the most Northern Northeast corner.

THENCE S 01° 20' 14" E a distance of 114.13 feet along the general course of a fence to a Set Iron Pin by a Corner Fence Post for an inside corner.

THENCE S 89° 42' 34" E a distance of 128.31 feet along the general course of a fence to a Set Iron Pin by a Corner Fence Post for the most Eastern Northeast corner.

THENCE S 00° 40' 43" E a distance of 116.91 feet along the general course of a fence to a Set Iron Pin by a Corner Fence Post for the Southeast corner.

THENCE S 89° 47' 05" W a total distance of 268.57 feet along the general course of a fence, passing a Corner Fence Post in the east line of County Road 2275 and continuing, to a point in the center of said road for the Southwest corner.

THENCE North (N 00° 00' 00" E) a distance of 229.77 feet along the Center of County Road 2275 to the POINT OF BEGINNING, containing 1.081 acres.