

June - 01 - 2021

FILED FOR RECORD IN:  
BOWIE COUNTY, TEXAS  
TINA PETTY, COUNTY CLERK

PREPARED AND SENT BY: Robert S. McGinnis, Jr.  
4102 Summerhill Road  
Texarkana, Texas 75503  
903/798-1717

2021 MAY -3 PM 3: 06

### NOTICE OF SUBSTITUTE TRUSTEE'S SALE

STATE OF TEXAS                }}

COUNTY OF BOWIE           }}

On September 25, 2017, Rob Hamilton Properties, LLC, as Grantor (whether one or more), executed a Deed of Trust, Security Agreement and Assignment of Rental conveying to Dave White, as Trustee ("Deed of Trust"), the real estate hereinafter described to secure Farmers Bank & Trust Company, in payment of debts therein described, said Deed of Trust being recorded at Instrument 2017-10966, Official Records of Bowie County, Texas.

By instrument dated April 8, 2021, the Trustee was removed and Robert S. McGinnis, Jr. was appointed Substitute Trustee in the place and stead of the original Trustee, and was requested and authorized to sell the real estate described in said Deed of Trust to satisfy the debts.

Default has occurred in the payment of said debts and the same are now wholly due, and the owner and holder of said debts has requested the undersigned to sell said property to satisfy said debts.

NOTICE IS HEREBY GIVEN that on Tuesday, June 1, 2021, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m., local time, I will sell the real estate described in said Deed of Trust at the steps of the County Courthouse in Bowie County, Texas, as designated by the Bowie County Commissioner's Court, said steps being the north steps, to the highest bidder for cash, binding the present obligors to warrant and forever defend the title to said property and making no further warranty. The sale will begin at 10:00 a.m. local time or within three hours after that time.

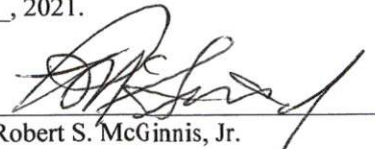
NOTICE IS FURTHER GIVEN that the property will be sold in "AS IS, WHERE IS" condition, without any express or implied warranties, except as to the warranties of title, if any, and at the purchaser's own risk making no further warranty. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

Lot One (1) in Block Three (3) of LONE STAR LAKE ESTATES PHASE II, an addition to the City of Texarkana, Texas, according to the map or plat thereof recorded in Document No. 2015-12415, Volume A, Page 321 of the Real Property Records of Bowie County, Texas; and as amended in/under Instrument No. 2016-00004874, in Cabinet D, Sleeve 2, Real Property Records of Bowie County, Texas. ("Property")

### 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.

WITNESS MY HAND this April 27, 2021.

  
Robert S. McGinnis, Jr.  
Substitute Trustee

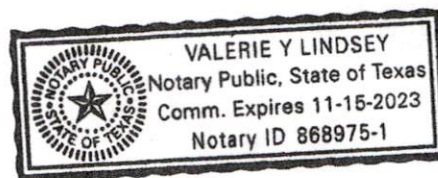
STATE OF TEXAS )(

COUNTY OF BOWIE )(

BEFORE ME, the undersigned authority, on this day personally appeared Robert S. McGinnis, Jr., known to me to be the person whose name appears on the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official seal this April 27, 2021.

Valerie Y. Lindsey  
Notary Public, State of Texas  
My Commission Expires:



Samuel R. Bowers

June 1, 2021

NOTICE OF FORECLOSURE SALE

FILED FOR RECORD IN:  
BOWIE COUNTY, TEXAS  
TINA PETTY, COUNTY CLERK  
2021 MAY 11 PM 1:36

Notice is hereby given of a public nonjudicial foreclosure sale.

1. Property To Be Sold. The property to be sold is described as follows:

See **Exhibit A** attached hereto and made a part hereof for all intended purposes.

2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date,

time, and place:

Date: Tuesday, June 1, 2021

Time: The sale shall begin no earlier than 1:00 a.m. or no later than three hours thereafter. The sale shall be completed no later than 4:00 p.m.

Place: The area of the Bowie County Courthouse in New Boston, Texas, designated by the Commissioner's Court pursuant to Section 51.002 of the Texas Property Code as a place where foreclosure sales are to take place.

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 the 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. Such reposting or refiling may be after the date originally scheduled for this sale.

3. Terms of Sale. The sale will be conducted as a public auction 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.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the date the property is sold.

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 substitute trustee to sell the property in one or more parcels and/or sell all or only part of the property.

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

Pursuant to 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 sale.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.) and state law, including section 51.015 Texas Property Code. 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.

4. Type of Sale. The sale is a nonjudicial Deed of Trust lien foreclosure sale being conducted pursuant to the power of sale granted by that one certain Deed of Trust executed by Samuel R. Bowers, dated December 10, 2007, and recorded in Document Number 18087 VOL: 5290 PG: 116 of the Official Public Records of Bowie County, Texas.

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described in the original principal amount of \$50,000.00 executed by Samuel R. Bowers payable to the order of BancorpSouth Bank and all other indebtedness owed by Samuel R. Bowers to BancorpSouth Bank (collectively the "Obligation"). BancorpSouth Bank is the current owner and holder of the Obligation and is the beneficiary under the Deed of Trust.

6. Default and Request To Act. Default has occurred under the Deed of Trust, and the beneficiary has requested me, as trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

DATED: May 10, 2021.



Blake Rasner  
Substitute Trustee  
Haley & Olson, P.C.  
100 N. Ritchie Road, Suite 200  
Waco, Texas 76712  
Telephone: (254) 776-3336  
Facsimile: (254) 776-6823  
Email: [brasner@haleyolso.com](mailto:brasner@haleyolso.com)

Exhibit A

All of Lots Numbered One (1), Two (2), Fifteen (15) and Sixteen (16) in Block Numbered Six (6) of WEAVER'S SECOND ADDITION to New Boston, Bowie County, Texas; and

All of Lots Numbered One (1) and Eighteen (18) in Block Numbered One (1) of the PALMER SUBDIVISION to the City of New Boston, Bowie County, Texas, according to the map or plat of record in Volume 204, Page 199, Plat Records of Bowie County, Texas (collectively "Property").

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June 1, 2021

2021 MAY 11 PM 1:35

Samuel R. Bowers

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public nonjudicial foreclosure sale.

1. Property To Be Sold. The property to be sold is described as follows:

See **Exhibit A** attached hereto and made a part hereof for all intended purposes.

2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date,

time, and place:

Date: Tuesday, June 1, 2021

Time: The sale shall begin no earlier than 1:00 a.m. or no later than three hours thereafter. The sale shall be completed no later than 4:00 p.m.

Place: The area of the Bowie County Courthouse in New Boston, Texas, designated by the Commissioner's Court pursuant to Section 51.002 of the Texas Property Code as a place where foreclosure sales are to take place.

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 the 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. Such reposting or refiling may be after the date originally scheduled for this sale.

3. Terms of Sale. The sale will be conducted as a public auction 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.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the date the property is sold.

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 substitute trustee to sell the property in one or more parcels and/or sell all or only part of the property.

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

Pursuant to 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 sale.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.) and state law, including section 51.015 Texas Property Code. 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.

4. Type of Sale. The sale is a nonjudicial Deed of Trust lien foreclosure sale being conducted pursuant to the power of sale granted by that one certain Corrected Deed of Trust executed by Samuel R. Bowers, dated February 25, 2011, and recorded in Document Number 4477 VOL: 6026 PG: 164 of the Official Public Records of Bowie County, Texas.

5. Obligations Secured. The Corrected Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described in the original principal amount of \$40,000.00 executed by Samuel R. Bowers payable to the order of BancorpSouth Bank and all other indebtedness owed by Samuel R. Bowers to BancorpSouth Bank (collectively the "Obligation"). BancorpSouth Bank is the current owner and holder of the Obligation and is the beneficiary under the Deed of Trust.

6. Default and Request To Act. Default has occurred under the Deed of Trust, and the beneficiary has requested me, as trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

DATED: May 10, 2021.



Blake Rasner  
Substitute Trustee  
Haley & Olson, P.C.  
100 N. Ritchie Road, Suite 200  
Waco, Texas 76712  
Telephone: (254) 776-3336  
Facsimile: (254) 776-6823  
Email: [brasner@haleyolson.com](mailto:brasner@haleyolson.com)

EXHIBIT "A"

713 S Front

THIS IS TO CERTIFY: that this plat and field notes correctly reflect the results of a survey made by us on the ground covering all that certain tract or parcel of land situated in the C. M. COLLUM HEADRIGHT SURVEY, Abstract No. 103, Bowie County, Texas, and the herein described tract of land being that same tract conveyed to Karen Randall by deed recorded in volume 2958, Page 87 of the Real Property Records of Bowie County, Texas, and the subject tract being more particularly described by metes and bounds as follows:

BEGINNING at 1/2 inch reinforcing steel rod found for corner at the Northwest corner of said Karen Randall tract and being on the South right-of-way line of a street designated as South Front Street and also being South, 50.00 feet from the South right-of-way line of the old T & P Railroad Company, and the said Point of Beginning being the Northeast corner of a certain tract conveyed to Bower Rentals by deed dated June 1, 1996 and recorded in Volume 2495, Page 24 of the Real Property Records of Bowie County, Texas;

THENCE: 81° 45' 21" E, 83.29 feet with the South right-of-way line of South Front Street to a 1/2 inch reinforcing steel rod found for corner at the Northeast corner of said Karen Randall tract;

THENCE: S 00° 04' 11" W, 200.24 feet with the East boundary line of said Karen Randall tract and the most Northerly West boundary line of a certain tract conveyed to Samuel R. Bowers by deed dated November 17, 1998 and recorded in Volume 2958, Page 72 of the Real Property Records of Bowie County, Texas to a 1/2 inch reinforcing steel rod found for corner at the Southeast corner of said Karen Randall tract;

THENCE: S 89° 37' 22" W, 82.19 feet with the South boundary line of said Karen Randall tract and with a North boundary line of said Samuel R. Bowers tract recorded in Volume 2958, Page 72 of the Real Property Records of Bowie County, Texas, to a 1/2 inch reinforcing steel rod found for corner at the Southwest corner of said Karen Randall tract;

THENCE: N 00° 00' 00" E, 212.72 feet with the West boundary line of said Karen Randall tract and the East boundary line of said Bowers Rental tract recorded in Volume 2495, Page 24 of the Real Property Records of Bowie County, Texas, to the POINT OF BEGINNING and containing 0.390 acres of land, more or less.

109 Miller

New Boston, Texas 75570

All of Lot Seven (7) and Lot Eight (8) of Block Seven (7), in the Wever's Second Addition to the City of New Boston, Bowie County, Texas, and being the same land described in a deed dated May 4, 1974, from Earl Payne, et ux, to Port Capps, et ux, and recorded in Volume 573, Page 361 - 362 of the Deed Records, Bowie County, Texas, and being the same land described in a Deed from Pam Kocher and husband, William D. Kocher, to Sam Bowers dated October 17, 1984, recorded in Volume 737, Page 474, Real Property Records of Bowie County, Texas.

June 1, 2021

FILED FOR RECORD IN:  
BOWIE COUNTY, TEXAS  
TINA PETTY, COUNTY CLERK

PREPARED AND SENT BY: Robert S. McGinnis, Jr.  
4102 Summerhill Road  
Texarkana, Texas 75503  
903/798-1717

2021 MAY 10 PM 2:08

### NOTICE OF SUBSTITUTE TRUSTEE'S SALE

STATE OF TEXAS            }}

COUNTY OF BOWIE        }}

On November 8, 2012, Morgan Garrett Wisinger, as Grantor (whether one or more), executed a Deed of Trust, conveying to Kevin Huff, as Trustee, the real estate hereinafter described to secure 1<sup>st</sup> Bank, a division of First National Bank, N.A., now known as Farmers Bank & Trust Company, in payment of debts therein described, said Deed of Trust being recorded in Volume 6335, Page 164, Official Records of Bowie County, Texas.

By instrument dated May 4, 2021, the Trustee was removed and Robert S. McGinnis, Jr. was appointed Substitute Trustee in the place and stead of the original Trustee, and was requested and authorized to sell the real estate described in said Deed of Trust to satisfy the debts.

Default has occurred in the payment of said debts and the same are now wholly due, and the owner and holder of said debts has requested the undersigned to sell said property to satisfy said debts.

NOTICE IS HEREBY GIVEN that on Tuesday, June 1, 2021, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m., local time, I will sell the real estate described in said Deed of Trust at the steps of the County Courthouse in Bowie County, Texas, as designated by the Bowie County Commissioner's Court, said steps being the north steps, to the highest bidder for cash, binding the present obligors to warrant and forever defend the title to said property and making no further warranty. The sale will begin at 10:00 a.m. local time or within three hours after that time.

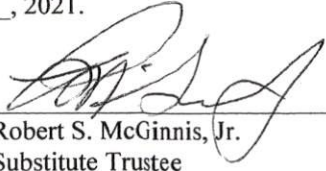
NOTICE IS FURTHER GIVEN that the property will be sold in "AS IS, WHERE IS" condition, without any express or implied warranties, except as to the warranties of title, if any, and at the purchaser's own risk making no further warranty. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

All that certain tract or parcel of land being a part of the C.M. COLLUM HEADRIGHT SURVEY, A-103 Bowie County, Texas, as more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes. ("Property")

### 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.

WITNESS MY HAND this May 5, 2021.

  
Robert S. McGinnis, Jr.  
Substitute Trustee

STATE OF TEXAS )(

COUNTY OF BOWIE )(

BEFORE ME, the undersigned authority, on this day personally appeared Robert S. McGinnis, Jr., known to me to be the person whose name appears on the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

WITNESS my hand and official seal this May 5, 2021.

*Valerie Y. Lindsey*

Notary Public, State of Texas

My Commission Expires

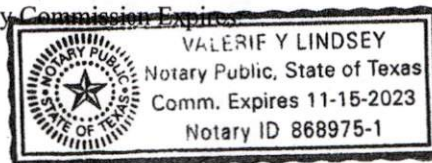


EXHIBIT "A"

All that certain tract or parcel of land being a part of the C.M. COLLUM HEADRIGHT SURVEY, A-103, Bowie County, Texas and being all of a 5.000 acre tract as described in Warranty Deed from Jona Kay Beal Garrison and husband, Mike Garrison to Kenneth Allen Lambert and wife, Sandra Lynne Lambert dated October 13, 1994, recorded in Volume 2240, Page 101 of the Real Property Records of Bowie County, Texas and being a part of a tract as described as Parcel No. 2 in Warranty Deed from Georgia O. Paisley, et al to E.B. McGee recorded in Volume 275, Page 131 of the Deed Records of Bowie County, Texas and being more particularly described as follows:

BEGINNING at a found 5/8" rebar at an existing fence corner at the Northwest corner of the above described 5.000 acre tract of land;

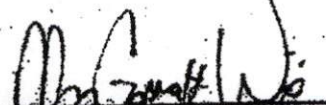
THENCE N 90° 00' 00" E, with the North boundary line of the above described 5.000 acre tract, 833.27 feet to a found 5/8" rebar for corner on the West right-of-way line of County Road No. 4003;

THENCE S 00° 00' 00" E, with the West right-of-way line of County Road No. 4003, 261.39 feet to a found 5/8" rebar for corner at an existing fence corner;

THENCE N 90° 00' 00" W, with the South boundary line of the above described 5.000 acre tract same being along an existing fence line, 833.27 feet to a found 5/8" rebar for corner at an existing fence corner;

THENCE N 00° 00' 00" E, with the West boundary line of the above described 5.000 acre tract, same being an existing fence line, 261.39 feet to the POINT OF BEGINNING, containing 5.0001 acres of land, more or less.

SIGNED FOR IDENTIFICATION:

  
MORGAN G. WISINGER

June 1, 2021

**NOTICE OF ACCELERATION AND NOTICE OF 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.

**DEED OF TRUST INFORMATION:**

Date: May 19, 1995

Grantor(s): Charles E. Singleton and Calmaletia E. Singleton

Original Mortgagee: Jim Walter Homes, Inc.

Original Principal: \$50,715.00

Recording Information: Book 2327, Page 32

Property County: Bowie

Property: ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN BOWIE COUNTY, TEXAS AND BEING A PART OF THE WILLIAM C. MCKINNEY HEADRIGHT SURVEY AND A PART OF A 50 ACRE TRACT OF LAND CONVEYED BY LOUIS HEILBRON TO RUBY LEE HURD, ET UX, DEED DATED APRIL 19, 1949 AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT 2" PIPE IN PLACE AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED HURD 50 ACRE TRACT, SAME BEING N. 00° 14' 28" E., 809.0 FT. FROM THE SOUTHEAST CORNER OF WILLIAM C. MCKINNEY HEADRIGHT SURVEY; THENCE S. 89° 44' 38" W., 230.0 FT. WITH THE SOUTH BOUNDARY LINE OF SAID 50 ACRE TRACT ALONG THE NORTH SIDE OF COUNTY ROAD NO. 2204 TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE S. 89° 44' 38" W., 85.0 FT. WITH THE SOUTH BOUNDARY LINE OF SAID HURD 50 ACRE TRACT; THENCE N. 00° 14' 28" E., 512.5 FT.; THENCE N 89° 44' 38" E., 85.0 FT.; THENCE S. 00° 14' 28" W., 512.5 FT. TO THE POINT OF BEGINNING AND CONTAINING 1.0 ACRES OF LAND MORE OR LESS.

Property Address: 513 County Road 2204  
Texarkana, TX 75503

**MORTGAGE SERVICING INFORMATION:**

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: U.S. Bank National Association, not in its individual capacity but solely as trustee of NRZ Pass-Through Trust XVIII

Mortgage Servicer: Shellpoint Mortgage Servicing

Mortgage Servicer Address: 55 Beattie Place, Suite 100 MS 561

Greenville, SC 29601

**SALE INFORMATION:**

PLG File Number: 20-022564-2

FILED FOR RECORD IN:  
BOWIE COUNTY, TEXAS  
TINA PETTY, COUNTY CLERK  
2021 APR 29 AM 11:48

**Date of Sale: June 1, 2021**

**Time of Sale: 11:00 AM or within three hours thereafter.**

**Place of Sale: At the front (north) entrance of the Bowie County Courthouse or, if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court.**

**Substitute Trustee: Robert LaMont, Harriett Fletcher, Sheryl LaMont, Allan Johnston, Sharon St. Pierre, Ronnie Hubbard, or Cheyenne Zokaie, any to act**

**Substitute Trustee Address: 5501 East LBJ Frwy, Ste. 925**

**Trustee Address: Dallas, TX 75240**

WHEREAS, the above-named Grantor previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared, such default was reported to not have been cured, and all sums secured by such Deed of Trust are declared immediately due and payable.

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Robert LaMont, Harriett Fletcher, Sheryl LaMont, Allan Johnston, Sharon St. Pierre, Ronnie Hubbard, or Cheyenne Zokaie or Cheyenne Zokaie, any to act, have been appointed as Substitute Trustees and authorized by the Mortgage Servicer to enforce the power of sale granted in the Deed of Trust; and

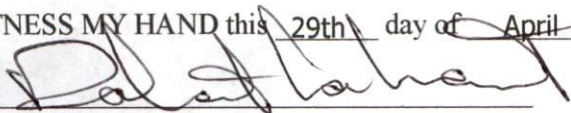
WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note is hereby accelerated, and all sums secured by the Deed of Trust are declared to be immediately due and payable.
2. Robert LaMont, Harriett Fletcher, Sheryl LaMont, Allan Johnston, Sharon St. Pierre, Ronnie Hubbard, or Cheyenne Zokaie or Cheyenne Zokaie, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. This sale shall be subject to any legal impediments to the sale of the Property to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien imposed by the Deed of Trust.
4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for the particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be sold "AS-IS", purchaser's will buy the property "at the purchaser's own risk" and "at his peril" and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interest of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.
5. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.

Padgett Law Group  
6267 Old Water Oak Road  
Suite 203  
Tallahassee, FL 33213  
(850) 422-2520

WITNESS MY HAND this 29th day of April, 2020.

A handwritten signature in dark ink, appearing to read "Robert La Mont", written over a horizontal line.

Meghan Byrne, Robert La Mont, David Sims,  
Harriett Fletcher, Allan Johnston, Ronnie  
Hubbard, or Cheyenne Zokaie

June 1, 2021

FILED FOR RECORD IN:  
BOWIE COUNTY, TEXAS  
TINA PETTY, COUNTY CLERK  
2021 APR 29 AM 11:47**NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF 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. Sender is: Codilis & Moody, P.C., 400 North Sam Houston Parkway East, Suite 900A, Houston, Texas 77060**

**INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION**

Deed of Trust dated December 18, 2019 and recorded under Clerk's File No. 2020-00000373, in the real property records of BOWIE County Texas, with Marilyn Jo Poindexter, unmarried as Grantor(s) and Ditech Financial LLC as Original Mortgagee.

Deed of Trust executed by Marilyn Jo Poindexter, unmarried securing payment of the indebtedness in the original principal amount of \$32,000.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by Marilyn Jo Poindexter. U.S. Bank, N.A., as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee, successor by merger to First Union National Bank as Trustee, for Mid-State Trust VII is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan. Shellpoint Mortgage Servicing is acting as the Mortgage Servicer for the Mortgagee. Shellpoint Mortgage Servicing, is representing the Mortgagee, whose address is: 75 Beattie Place, Suite 300, Greenville, SC 29601.

**Legal Description:**

**LOTS NUMBERED THIRTY SEVEN (37), THIRTY EIGHT (38), AND THIRTY NINE (39) IN BLOCK NUMBERED EIGHT (8) OF CONNOR HEIGHTS, A SUBDIVISION OF H. S. JANES HEADRIGHT SURVEY, BOWIE COUNTY, TEXAS.**

**SALE INFORMATION****Date of Sale: 06/01/2021****Earliest Time Sale Will Begin: 11:00 AM**

**Location of Sale:** The place of the sale shall be: BOWIE County Courthouse, Texas at the following location: At the front (north) entrance of the Bowie County Courthouse, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court

**TERMS OF SALE**

A default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. Pursuant to the Deed of Trust, the mortgagee has the right to direct the 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" condition, without any express or implied warranties, except as to the warranties of title, if any, provided for under the Deed of Trust.



The sale will begin at the earliest time stated above, or within three (3) hours after that time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) 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.**

**WHEREAS**, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, **I HEREBY APPOINT AND DESIGNATE Robert LaMont, David Sims, Harriett Fletcher, Sheryl LaMont, Allan Johnston, Sharon St. Pierre, Ronnie Hubbard, Shannah Walker, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or Covius Servicing and Capital Markets Solutions, as Substitute Trustee.**

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is:  
Codilis & Moody, P.C.  
400 N. Sam Houston Pkwy E, Suite 900A  
Houston, TX 77060  
(281) 925-5200

Executed on 04/26/2021.

/s/ Lisa Collins SBOT No. 24115338, Attorney at Law  
Codilis & Moody, P.C.  
400 N. Sam Houston Pkwy E, Suite 900A  
Houston, TX 77060  
(281) 925-5200

Posted and filed by: 

Printed Name: Robert La Mont April 29, 2021

C&M No. 44-21-0227

**NOTICE OF FORECLOSURE SALE**

2021 MAY 10 PM 3:17

Notice is hereby given of a public nonjudicial foreclosure sale.

1. Property To Be Sold. The property to be sold is described as follows:

The real property more particularly described on Exhibit A attached hereto and made a part hereof, together with the rights, appurtenances and improvements thereto and certain other personal property as more particularly described in the Deed of Trust referenced herein.

2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: **Tuesday, June 1, 2021**

Time: The sale shall begin no earlier than **10:00am** or no later than three hours thereafter. The sale shall be completed by no later than **1:00pm**.

Place: **The sale will take place at the Bowie County Courthouse at the place designated by the Bowie County Commissioner's Court.**

The Deed of Trust (hereinafter described) permits the Lender (hereinafter described) 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 the 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. Such reposting or refiled may be after the date originally scheduled for this sale.

3. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Lender 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 cash on the day the property is sold.

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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

4. 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 (herein so called) executed by **Glenn Gregg Petty and Kaycie Leigh Petty**, Trustees of **The Considereth Trust** (the "Grantor"), for the benefit of Bank OZK formerly known as Bank of the Ozarks ("Lender"), covering the property described above. The Deed of Trust is dated on or about even date with the Note, and is recorded under Volume 5896, Page 296 of the Official Public Records of Bowie County, Texas.

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on that promissory note (the "Note") dated on or about August 31, 2010, in the original principal amount of \$40,000.00 executed by the Grantor (or one of them) and payable to the order of Lender, and all renewals, modifications and extensions of the note. Lender is the current owner and holder of the Note and the Indebtedness and is the beneficiary under the Deed of Trust.

Questions concerning the sale may be directed to the undersigned or to the Lender:

Bank OZK  
315 North Walnut  
Harrison, Arkansas 72061  
Attn: Mona Berry  
Telephone: 870-391-8407  
Email: mona.berry@ozk.com


6. Default and Request To Act. Default has occurred under the Deed of Trust, and Lender has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale Lender may appoint another person as substitute trustee to conduct the sale.

DATED: May 10, 2021.



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Sharon Jett, Substitute Trustee  
Higier Allen & Lautin, P.C.  
2711 North Haskell Avenue, Suite 2400  
Dallas, Texas 75204  
Telephone: (972) 716-1888  
Fax: (972) 716-1899



---

Name: David Garvin  
Substitute Trustee

**\*\*\*PLEASE EMAIL ALL COMMUNICATIONS REGARDING THIS MATTER TO THE SUBSTITUTE TRUSTEE AT SJETT@HIGIERALLEN.COM, AND CONTACT THE SUBSTITUTE TRUSTEE AT 972-371-2482 (PHONE) TO CONFIRM RECEIPT. PLEASE ASSUME YOUR EMAIL HAS NOT BEEN RECEIVED UNTIL YOU VERBALLY CONFIRM RECEIPT THEREOF WITH OUR OFFICE. THANKS IN ADVANCE FOR YOUR COOPERATION.\*\*\***

**EXHIBIT A**

Lot Numbered One Hundred Sixty-Four (164) of CRESTVIEW SUBDIVISION, an addition to the City of New Boston, Bowie County, Texas, according to the map or plat of record in Volume 329, Page 85 of the Plat Records of Bowie County, Texas.

More commonly known as 107 Washington Street, New Boston, Texas 75570

## NOTICE OF ACCELERATION AND NOTICE OF 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.

### DEED OF TRUST INFORMATION:

Date: August 1, 2007  
Grantor(s): Susie J. Rainer and Aeric P. Miller  
Original Mortgagee: Mortgage Electronic Registration Systems, Inc., as nominee for Century 21(R)  
Mortgage: Mortgage (SM)  
Original Principal: \$28,500.00  
Recording Information: Book 5206, Page 213  
Property County: Bowie  
Property: The East One-half (E-1/2) of Lots Numbered THREE (3) FOUR (4) and FIVE (5) in Block Numbered EIGHTEEN (18) of TEXAS AND PACIFIC RAILWAY COMPANY ADDITION, an Addition to the City of DeKalb, Bowie County, Texas, according to the Map or Plat of record in Volume 28, Page 116, Deed Records of Bowie County, Texas.  
Property Address: 223 East Austin  
DeKalb, TX 75559

### MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: NewRez LLC d/b/a Shellpoint Mortgage Servicing  
Mortgage Servicer: Shellpoint Mortgage Servicing  
Mortgage Servicer: 55 Beattie Place, Suite 100 MS 561  
Address: Greenville, SC 29601

### SALE INFORMATION:

Date of Sale: June 1, 2021  
Time of Sale: 11:00 am or within three hours thereafter.  
Place of Sale: The front (north) entrance of the Bowie County Courthouse in New Boston, TX or, if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court.  
Substitute Trustee: Ramiro Cuevas, Aurora Campos, Jonathan Harrison, Shawn Schiller, Patrick Zwiers, Darla Boettcher, Irene Lindsay, Dana Kamin, Lisa Bruno, Angie Uselton, Jami Hutton, Tonya Washington, Monica Henderson, Kevin McCarthy, or Carlos R. Hernandez-Vivoni, any to act  
Substitute Trustee Address: 5501 East LBJ Frwy, Ste. 925  
Dallas, TX 75240

WHEREAS, the above-named Grantor previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared, such default was reported to not have been cured, and all sums secured by such Deed of Trust are declared immediately due and payable.

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Ramiro Cuevas, Aurora Campos, Jonathan Harrison, Shawn Schiller, Patrick Zwiers, Darla Boettcher, Irene Lindsay, Dana Kamin, Lisa Bruno, Angie Uselton, Jami Hutton, Tonya Washington, Monica Henderson, Kevin McCarthy, or Carlos R. Hernandez-Vivoniany to act, have been appointed as Substitute Trustees and authorized by the Mortgage Servicer to enforce the power of sale granted in the Deed of Trust; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note is hereby accelerated, and all sums secured by the Deed of Trust are declared to be immediately due and payable.
2. Ramiro Cuevas, Aurora Campos, Jonathan Harrison, Shawn Schiller, Patrick Zwiers, Darla Boettcher, Irene Lindsay, Dana Kamin, Lisa Bruno, Angie Uselton, Jami Hutton, Tonya Washington, Monica Henderson, Kevin McCarthy, or Carlos R. Hernandez-Vivoni, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. This sale shall be subject to any legal impediments to the sale of the Property to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien imposed by the Deed of Trust.
4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for the particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be sold "AS-IS", purchaser's will buy the property "at the purchaser's own risk" and "at his peril" and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interest of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.
5. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.

Padgett Law Group  
6267 Old Water Oak Road  
Suite 203  
Tallahassee, FL 33213  
(850) 422-2520

WITNESS MY HAND this 10th day of May, 2020.

  
Robert Lamont, Allan Johnstone, Sheryl  
Lamont, Ramiro Cuevas, Aurora Campos,  
Jonathan Harrison, Shawn Schiller, Patrick  
Zwiers, Darla Boettcher, Irene Lindsay, Dana  
Kamin, Lisa Bruno, Angie Uselton, Jami Hutton,  
Tonya Washington, Monica Henderson, Kevin  
Mccarthy, or Carlos R. Hernandez-Vivoni

**NOTICE OF FORECLOSURE SALE**

**2021 MAY 10 PM 3: 17**

Notice is hereby given of a public nonjudicial foreclosure sale.

1. **Property To Be Sold.** The property to be sold is described as follows:

**The real property more particularly described on Exhibit A attached hereto and made a part hereof, together with the rights, appurtenances and improvements thereto and certain other personal property as more particularly described in the Deed of Trust referenced herein.**

2. **Date, Time, and Place of Sale.** The sale is scheduled to be held at the following date, time, and place:

Date: **Tuesday, June 1, 2021**

Time: The sale shall begin no earlier than **10:00am** or no later than three hours thereafter. The sale shall be completed by no later than **1:00pm**.

Place: **The sale will take place at the Bowie County Courthouse at the place designated by the Bowie County Commissioner's Court.**

The Deed of Trust (hereinafter described) permits the Lender (hereinafter described) 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 the 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. Such reposting or refiled may be after the date originally scheduled for this sale.

3. **Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Lender 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 cash on the day the property is sold.

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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

4. **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 (herein so called) executed by **Glenn Gregg Petty and Kaycie Leigh Petty, Trustees of The Considereth Trust** (the "Grantor"), for the benefit of Bank OZK formerly known as Bank of the Ozarks ("Lender"), covering the property described above. The Deed of Trust is dated on or about even date with the Note, and is recorded under Instrument Number 2016-2399 of the Official Public Records of Bowie County, Texas.

5. **Obligations Secured.** The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on that promissory note (the "Note") dated on or about February 22, 2016, in the original principal amount of \$80,947.50 executed by the Grantor (or one of them) and payable to the order of Lender, and all renewals, modifications and extensions of the note. Lender is the current owner and holder of the Note and the Indebtedness and is the beneficiary under the Deed of Trust.

Questions concerning the sale may be directed to the undersigned or to the Lender:

Bank OZK  
315 North Walnut  
Harrison, Arkansas 72061  
Attn: Mona Berry  
Telephone: 870-391-8407  
Email: mona.berry@ozk.com

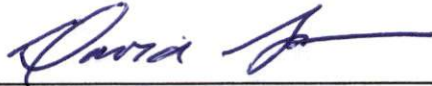
6. Default and Request To Act. Default has occurred under the Deed of Trust, and Lender has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale Lender may appoint another person as substitute trustee to conduct the sale.

DATED: May 10, 2021.



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Sharon Jett, Substitute Trustee  
Higier Allen & Lautin, P.C.  
2711 North Haskell Avenue, Suite 2400  
Dallas, Texas 75204  
Telephone: (972) 716-1888  
Fax: (972) 716-1899



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Name: David Garvin  
Substitute Trustee

**\*\*\*PLEASE EMAIL ALL COMMUNICATIONS REGARDING THIS MATTER TO THE SUBSTITUTE TRUSTEE AT SJETT@HIGIERALLEN.COM, AND CONTACT THE SUBSTITUTE TRUSTEE AT 972-371-2482 (PHONE) TO CONFIRM RECEIPT. PLEASE ASSUME YOUR EMAIL HAS NOT BEEN RECEIVED UNTIL YOU VERBALLY CONFIRM RECEIPT THEREOF WITH OUR OFFICE. THANKS IN ADVANCE FOR YOUR COOPERATION.\*\*\***

**EXHIBIT A**

All of Lot Numbered One Hundred Fifty-Six (156) of CRESTVIEW SUBDIVISION, an addition tot the City of New Boston, Bowie County, Texas, according to the map or plat of record in Volume 329, Page 86, Plat Records of Bowie County, Texas.

More commonly known as 108 Washington Street, New Boston, Texas 75570

**NOTICE OF FORECLOSURE SALE**

2021 MAY 10 PM 3:17

Notice is hereby given of a public nonjudicial foreclosure sale.

1. Property To Be Sold. The property to be sold is described as follows:

**The real property more particularly described on Exhibit A attached hereto and made a part hereof, together with the rights, appurtenances and improvements thereto and certain other personal property as more particularly described in the Deed of Trust referenced herein.**

2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: **Tuesday, June 1, 2021**

Time: The sale shall begin no earlier than **10:00am** or no later than three hours thereafter. The sale shall be completed by no later than **1:00pm**.

Place: **The sale will take place at the Bowie County Courthouse at the place designated by the Bowie County Commissioner's Court.**

The Deed of Trust (hereinafter described) permits the Lender (hereinafter described) 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 the 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. Such reposting or refiling may be after the date originally scheduled for this sale.

3. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Lender 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 cash on the day the property is sold.

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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

4. 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 (herein so called) executed by **Glenn Gregg Petty and Kaycie Leigh Petty, Trustees of The Considereth Trust** (the "Grantor"), for the benefit of Bank OZK formerly known as Bank of the Ozarks ("Lender"), covering the property described above. The Deed of Trust is dated on or about even date with the Note, and is recorded under Instrument Number 2014-12048 of the Official Public Records of Bowie County, Texas.

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on that promissory note (the "Note") dated on or about October 28, 2014, in the original principal amount of \$42,250.00 executed by the Grantor (or one of them) and payable to the order of Lender, and all renewals, modifications and extensions of the note. Lender is the current owner and holder of the Note and the Indebtedness and is the beneficiary under the Deed of Trust.

Questions concerning the sale may be directed to the undersigned or to the Lender:

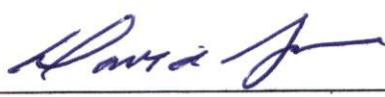
Bank OZK  
315 North Walnut  
Harrison, Arkansas 72061  
Attn: Mona Berry  
Telephone: 870-391-8407  
Email: mona.berry@ozk.com

6. Default and Request To Act. Default has occurred under the Deed of Trust, and Lender has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale Lender may appoint another person as substitute trustee to conduct the sale.

DATED: May 10, 2021.

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Sharon Jett, Substitute Trustee  
Higier Allen & Lautin, P.C.  
2711 North Haskell Avenue, Suite 2400  
Dallas, Texas 75204  
Telephone: (972) 716-1888  
Fax: (972) 716-1899  

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Name: David Garvin  
Substitute Trustee

**\*\*\*PLEASE EMAIL ALL COMMUNICATIONS REGARDING THIS MATTER TO THE SUBSTITUTE TRUSTEE AT SJETT@HIGIERALLEN.COM, AND CONTACT THE SUBSTITUTE TRUSTEE AT 972-371-2482 (PHONE) TO CONFIRM RECEIPT. PLEASE ASSUME YOUR EMAIL HAS NOT BEEN RECEIVED UNTIL YOU VERBALLY CONFIRM RECEIPT THEREOF WITH OUR OFFICE. THANKS IN ADVANCE FOR YOUR COOPERATION.\*\*\***

**EXHIBIT A**

LOT NUMBERED SIXTEEN (16) OF HILLVIEW ADDITION TO THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS.

More commonly known as 712 Hillview, Texarkana, Texas 75570

**NOTICE OF FORECLOSURE SALE** **MAY 10 PM 3:17**

Notice is hereby given of a public nonjudicial foreclosure sale.

1. Property To Be Sold. The property to be sold is described as follows:

The real property more particularly described on Exhibit A attached hereto and made a part hereof, together with the rights, appurtenances and improvements thereto and certain other personal property as more particularly described in the Deed of Trust referenced herein.

2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: **Tuesday, June 1, 2021**

Time: The sale shall begin no earlier than **10:00am** or no later than three hours thereafter. The sale shall be completed by no later than **1:00pm**.

Place: **The sale will take place at the Bowie County Courthouse at the place designated by the Bowie County Commissioner's Court.**

The Deed of Trust (hereinafter described) permits the Lender (hereinafter described) 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 the 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. Such reposting or refiled may be after the date originally scheduled for this sale.

3. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Lender 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 cash on the day the property is sold.

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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

4. 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 (herein so called) executed by **Glenn Gregg Petty and Kaycie Leigh Petty, Trustees of The Considereth Trust** (the "Grantor"), for the benefit of Bank OZK formerly known as Bank of the Ozarks ("Lender"), covering the property described above. The Deed of Trust is dated on or about even date with the Note, and is recorded under Instrument Number 2015-959 of the Official Public Records of Bowie County, Texas.

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on that promissory note (the "Note") dated on or about January 28, 2015, in the original principal amount of \$84,500.00 executed by the Grantor (or one of them) and payable to the order of Lender, and all renewals, modifications and extensions of the note. Lender is the current owner and holder of the Note and the Indebtedness and is the beneficiary under the Deed of Trust.

Questions concerning the sale may be directed to the undersigned or to the Lender:

Bank OZK  
315 North Walnut  
Harrison, Arkansas 72061  
Attn: Mona Berry  
Telephone: 870-391-8407  
Email: mona.berry@ozk.com


6. Default and Request To Act. Default has occurred under the Deed of Trust, and Lender has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale Lender may appoint another person as substitute trustee to conduct the sale.

DATED: May 10, 2021.



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Sharon Jett, Substitute Trustee  
Higier Allen & Lautin, P.C.  
2711 North Haskell Avenue, Suite 2400  
Dallas, Texas 75204  
Telephone: (972) 716-1888  
Fax: (972) 716-1899



---

Name: David Garvin  
Substitute Trustee

**\*\*\*PLEASE EMAIL ALL COMMUNICATIONS REGARDING THIS MATTER TO THE SUBSTITUTE TRUSTEE AT SJETT@HIGIERALLEN.COM, AND CONTACT THE SUBSTITUTE TRUSTEE AT 972-371-2482 (PHONE) TO CONFIRM RECEIPT. PLEASE ASSUME YOUR EMAIL HAS NOT BEEN RECEIVED UNTIL YOU VERBALLY CONFIRM RECEIPT THEREOF WITH OUR OFFICE. THANKS IN ADVANCE FOR YOUR COOPERATION.\*\*\***

**EXHIBIT A**

Lots Numbered One (1), Two (2), Three (3), and Four (4) in Block Numbered Thirty-Four (34), Texas and Pacific Railway Addition to the town of New Boston, Texas, according to the map or plat of record in Volume 28, Page 115, Deed Records of Bowie County, Texas.

More commonly known as 201 East Main Street, New Boston, Texas 75570.

**NOTICE OF FORECLOSURE SALE**

2021 MAY 10 PM 3:16

Notice is hereby given of a public nonjudicial foreclosure sale.

1. Property To Be Sold. The property to be sold is described as follows:

**The real property more particularly described on Exhibit "A" attached hereto and made a part hereof, together with the rights, appurtenances and improvements thereto and certain other personal property as more particularly described in the Deed of Trust referenced herein.**

2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: **Tuesday, June 1, 2021**

Time: The sale shall begin no earlier than **10:00am** or no later than three hours thereafter. The sale shall be completed by no later than **1:00pm**.

Place: **The sale will take place at the Bowie County Courthouse at the place designated by the Bowie County Commissioner's Court.**

The Deed of Trust (hereinafter described) permits the Lender (hereinafter described) 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 the 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. Such reposting or refiling may be after the date originally scheduled for this sale.

3. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Lender 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 cash on the day the property is sold.

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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

4. 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 (herein so called) executed by **Glenn Gregg Petty and Kaycie Leigh Petty**, Trustees of **The Considereth Trust** (the "Grantor"), for the benefit of Bank OZK formerly known as Bank of the Ozarks ("Lender"), covering the property described above. The Deed of Trust is dated on or about even date with the Note, and is recorded under Document Number 2015-2857 of the Official Public Records of Bowie County, Texas.

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on that promissory note (the "Note") dated on or about January 7, 2015, in the original principal amount of \$75,000.00, executed by the Grantor (or one of them) and payable to the order of Lender, and all renewals, modifications and extensions of the note. Lender is the current owner and holder of the Note and the Indebtedness and is the beneficiary under the Deed of Trust.

Questions concerning the sale may be directed to the undersigned or to the Lender:

Bank OZK  
315 North Walnut  
Harrison, Arkansas 72061  
Attn: Mona Berry  
Telephone: 870-391-8407  
Email: mona.berry@ozk.com

6. Default and Request To Act. Default has occurred under the Deed of Trust, and Lender has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale Lender may appoint another person as substitute trustee to conduct the sale.

DATED: May 10, 2021.

  
\_\_\_\_\_  
Sharon Jett, Substitute Trustee  
Higier Allen & Lautin, P.C.  
2711 North Haskell Avenue, Suite 2400  
Dallas, Texas 75204  
Telephone: (972) 716-1888  
Fax: (972) 716-1899  
\_\_\_\_\_  
Name: David Garvin  
Substitute Trustee

**\*\*\*PLEASE EMAIL ALL COMMUNICATIONS REGARDING THIS MATTER TO THE SUBSTITUTE TRUSTEE AT SJETT@HIGIERALLEN.COM, AND CONTACT THE SUBSTITUTE TRUSTEE AT 972-371-2482 (PHONE) TO CONFIRM RECEIPT. PLEASE ASSUME YOUR EMAIL HAS NOT BEEN RECEIVED UNTIL YOU VERBALLY CONFIRM RECEIPT THEREOF WITH OUR OFFICE. THANKS IN ADVANCE FOR YOUR COOPERATION.\*\*\***

**EXHIBIT "A"**

Lot Numbered Fourteen (14) and the North One-Half (N 1/2) of Lot Numbered Fifteen (15) in Block Numbered One (1) of Sherwood Addition to the City of Texarkana, Bowie County, Texas, according to the map or plat of said Addition as recorded in Volume 204, Page 407 of the Plat Records of Bowie County, Texas.

More commonly known as 3308 Briarwood Street, Texarkana, Texas 75501

**NOTICE OF FORECLOSURE SALE**

2021 MAY 10 PM 3:16

Notice is hereby given of a public nonjudicial foreclosure sale.

1. Property To Be Sold. The property to be sold is described as follows:

**The real property more particularly described on Exhibit "A" attached hereto and made a part hereof, together with the rights, appurtenances and improvements thereto and certain other personal property as more particularly described in the Deed of Trust referenced herein.**

2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: **Tuesday, June 1, 2021**

Time: The sale shall begin no earlier than **10:00am** or no later than three hours thereafter. The sale shall be completed by no later than **1:00pm**.

Place: **The sale will take place at the Bowie County Courthouse at the place designated by the Bowie County Commissioner's Court.**

The Deed of Trust (hereinafter described) permits the Lender (hereinafter described) 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 the 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. Such reposting or refiling may be after the date originally scheduled for this sale.

3. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Lender 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 cash on the day the property is sold.

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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

4. 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 (herein so called) executed by **Glenn Gregg Petty and Kaycie Leigh Petty**, Trustees of **The Considereth Trust** (the "Grantor"), for the benefit of Bank OZK formerly known as Bank of the Ozarks ("Lender"), covering the property described above. The Deed of Trust is dated on or about even date with the Note, and is recorded under Document Number 2014-10079 of the Official Public Records of Bowie County, Texas.

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on that promissory note (the "Note") dated on or about August 26, 2014, in the original principal amount of \$59,500.00, executed by the Grantor (or one of them) and payable to the order of Lender, and all renewals, modifications and extensions of the note. Lender is the current owner and holder of the Note and the Indebtedness and is the beneficiary under the Deed of Trust.

Questions concerning the sale may be directed to the undersigned or to the Lender:

Bank OZK  
315 North Walnut  
Harrison, Arkansas 72061  
Attn: Mona Berry  
Telephone: 870-391-8407  
Email: mona.berry@ozk.com


6. Default and Request To Act. Default has occurred under the Deed of Trust, and Lender has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale Lender may appoint another person as substitute trustee to conduct the sale.

DATED: May 10, 2021.



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Sharon Jett, Substitute Trustee  
Higier Allen & Lautin, P.C.  
2711 North Haskell Avenue, Suite 2400  
Dallas, Texas 75204  
Telephone: (972) 716-1888  
Fax: (972) 716-1899



---

Name: David Garvin  
Substitute Trustee

**\*\*\*PLEASE EMAIL ALL COMMUNICATIONS REGARDING THIS MATTER TO THE SUBSTITUTE TRUSTEE AT SJETT@HIGIERALLEN.COM, AND CONTACT THE SUBSTITUTE TRUSTEE AT 972-371-2482 (PHONE) TO CONFIRM RECEIPT. PLEASE ASSUME YOUR EMAIL HAS NOT BEEN RECEIVED UNTIL YOU VERBALLY CONFIRM RECEIPT THEREOF WITH OUR OFFICE. THANKS IN ADVANCE FOR YOUR COOPERATION.\*\*\***

### EXHIBIT A

All that certain tract or parcel of land situated in the GEORGE BRINLEE HEADRIGHT SURVEY, Abstract No. 18, Bowie County, Texas, and also being a part of that certain 24.3 acre tract conveyed by Etoy Holmes, a widow, to Charles W. E. Sisk and wife, Lowral Sisk, by Deed dated March 3, 1961, recorded in Volume 394, Pages 221-222, Deed Records, Bowie County, Texas, and the subject tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron pin set for corner at an existing fence corner, being the Northwest corner of said 24.3 acre tract;

THENCE South, 770.11 feet along an existing fence line, being the West line of said 24.3 acre tract, to a 1/2" iron pin set for corner and being the POINT OF BEGINNING for the herein described tract of land;

THENCE East, 150.95 feet to a 1/2" Iron pin set for corner, said point being the Northwest corner of a certain 1.02 acre tract conveyed by Lowral Sisk to Jim H. Sisk by Deed dated March 9, 1983, recorded in Volume 698, Page 213, Deed Records, Bowie County, Texas;

THENCE S 03° 41' W, 313.00 feet with the West line of said 1.02 acre tract, to a 1/2" iron pin set for corner in the North right-of-way line of FM Road No. 989;

THENCE Northwesterly with said right-of-way line, being a curve to the right having a radius of 917.19 feet, a distance of 137.00 feet through a central angle of 08° 33' 29" to a 1/2" iron pin set for corner in the West line of said 24.3 acre tract;

THENCE North 272.17 feet along an existing fence line, being the West line of said 24.3 acre tract, to the POINT OF BEGINNING, and containing 0.955 acre of land, more or less.

More commonly known as 5302 North Kings Highway, Texarkana, Texas 75503

**NOTICE OF FORECLOSURE SALE** 2021 MAY 10 PM 3: 16

Notice is hereby given of a public nonjudicial foreclosure sale.

1. Property To Be Sold. The property to be sold is described as follows:

The real property more particularly described on Exhibit A attached hereto and made a part hereof, together with the rights, appurtenances and improvements thereto and certain other personal property as more particularly described in the Deed of Trust referenced herein.

2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: **Tuesday, June 1, 2021**

Time: The sale shall begin no earlier than **10:00am** or no later than three hours thereafter. The sale shall be completed by no later than **1:00pm**.

Place: **The sale will take place at the Bowie County Courthouse at the place designated by the Bowie County Commissioner's Court.**

The Deed of Trust (hereinafter described) permits the Lender (hereinafter described) 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 the 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. Such reposting or refiled may be after the date originally scheduled for this sale.

3. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Lender 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 cash on the day the property is sold.

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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

4. 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 (herein so called) executed by **Glenn Gregg Petty and Kaycie Leigh Petty**, Trustees of **The Considereth Trust** (the "Grantor"), for the benefit of Bank OZK formerly known as Bank of the Ozarks ("Lender"), covering the property described above. The Deed of Trust is dated on or about even date with the Note, and is recorded under Instrument Number 2015-5648 of the Official Public Records of Bowie County, Texas.

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on that promissory note (the "Note") dated on or about May 8, 2015, in the original principal amount of \$51,000.00 executed by the Grantor (or one of them) and payable to the order of Lender, and all renewals, modifications and extensions of the note. Lender is the current owner and holder of the Note and the Indebtedness and is the beneficiary under the Deed of Trust.

Questions concerning the sale may be directed to the undersigned or to the Lender:

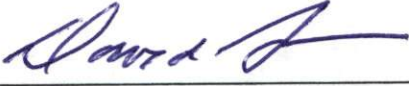
Bank OZK  
315 North Walnut  
Harrison, Arkansas 72061  
Attn: Mona Berry  
Telephone: 870-391-8407  
Email: mona.berry@ozk.com

6. Default and Request To Act. Default has occurred under the Deed of Trust, and Lender has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale Lender may appoint another person as substitute trustee to conduct the sale.

DATED: May 10, 2021.

---

Sharon Jett, Substitute Trustee  
Higier Allen & Lautin, P.C.  
2711 North Haskell Avenue, Suite 2400  
Dallas, Texas 75204  
Telephone: (972) 716-1888  
Fax: (972) 716-1899  

---

Name: David Garvin  
Substitute Trustee

**\*\*\*PLEASE EMAIL ALL COMMUNICATIONS REGARDING THIS MATTER TO THE SUBSTITUTE TRUSTEE AT SJETT@HIGIERALLEN.COM, AND CONTACT THE SUBSTITUTE TRUSTEE AT 972-371-2482 (PHONE) TO CONFIRM RECEIPT. PLEASE ASSUME YOUR EMAIL HAS NOT BEEN RECEIVED UNTIL YOU VERBALLY CONFIRM RECEIPT THEREOF WITH OUR OFFICE. THANKS IN ADVANCE FOR YOUR COOPERATION.\*\*\***

**EXHIBIT A**

Lot Numbered Thirteen (13) of HILLVIEW ADDITION to the City of Texarkana, Bowie, Texas, according to the map or plat of said Addition recorded in Volume 423, Page 343 of the Deed Records of Bowie County, Texas.

More commonly known as 706 Hillview Street, Texarkana, Texas 75501

**NOTICE OF FORECLOSURE SALE**

2021 MAY 10 PM 3:16

Notice is hereby given of a public nonjudicial foreclosure sale.

1. **Property To Be Sold.** The property to be sold is described as follows:

**The real property more particularly described on Exhibit "A" attached hereto and made a part hereof, together with the rights, appurtenances and improvements thereto and certain other personal property as more particularly described in the Deed of Trust referenced herein.**

2. **Date, Time, and Place of Sale.** The sale is scheduled to be held at the following date, time, and place:

Date: **Tuesday, June 1, 2021**

Time: The sale shall begin no earlier than **10:00am** or no later than three hours thereafter. The sale shall be completed by no later than **1:00pm**.

Place: **The sale will take place at the Bowie County Courthouse at the place designated by the Bowie County Commissioner's Court.**

The Deed of Trust (hereinafter described) permits the Lender (hereinafter described) 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 the 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. Such reposting or refiled may be after the date originally scheduled for this sale.

3. **Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Lender 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 cash on the day the property is sold.

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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

4. **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 (herein so called) executed by **Glenn Gregg Petty and Kaycie Leigh Petty**, Trustess of **The Considereth Trust** (the "Grantor"), for the benefit of Bank OZK formerly known as Bank of the Ozarks ("Lender"), covering the property described above. The Deed of Trust is dated on or about even date with the Note, and is recorded under Document Number 2015-2560 of the Official Public Records of Bowie County, Texas.


5. **Obligations Secured.** The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on that promissory note (the "Note") dated on or about March 6, 2015, in the original principal amount of \$53,159.00, executed by the Grantor (or one of them) and payable to the order of Lender, and all renewals, modifications and extensions of the note. Lender is the current owner and holder of the Note and the Indebtedness and is the beneficiary under the Deed of Trust.

Questions concerning the sale may be directed to the undersigned or to the Lender:

Bank OZK  
315 North Walnut  
Harrison, Arkansas 72061  
Attn: Mona Berry  
Telephone: 870-391-8407  
Email: mona.berry@ozk.com

6. Default and Request To Act. Default has occurred under the Deed of Trust, and Lender has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale Lender may appoint another person as substitute trustee to conduct the sale.

DATED: April 12, 2021.

  
\_\_\_\_\_  
Sharon Jett, Substitute Trustee  
Higier Allen & Lautin, P.C.  
2711 North Haskell Avenue, Suite 2400  
Dallas, Texas 75204  
Telephone: (972) 716-1888  
Fax: (972) 716-1899  
\_\_\_\_\_  
Name: David Garvin  
Substitute Trustee

**\*\*\*PLEASE EMAIL ALL COMMUNICATIONS REGARDING THIS MATTER TO THE SUBSTITUTE TRUSTEE AT SJETT@HIGIERALLEN.COM, AND CONTACT THE SUBSTITUTE TRUSTEE AT 972-371-2482 (PHONE) TO CONFIRM RECEIPT. PLEASE ASSUME YOUR EMAIL HAS NOT BEEN RECEIVED UNTIL YOU VERBALLY CONFIRM RECEIPT THEREOF WITH OUR OFFICE. THANKS IN ADVANCE FOR YOUR COOPERATION.\*\*\***

**EXHIBIT "A"**

Lot Numbered Five (5) in Block Numbered Nine (9) of Glenwood Addition to the City of Texarkana, Bowie County, Texas, according to the map or plat thereof recorded in Volume 204, Page 341 of the Plat Records of Bowie County, Texas.

More commonly known as 1205 West 40<sup>th</sup> Street, Texarkana, Texas 75503

June 01, 2021

## NOTICE OF SUBSTITUTE TRUSTEE SALE

**Deed of Trust Date:**  
10/1/2015

**Original Beneficiary/Mortgagee:**  
MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. ("MERS") SOLELY AS A NOMINEE  
FOR HIGHLANDS RESIDENTIAL MORTGAGE,  
LTD., ITS SUCCESSORS AND ASSIGNS

**Recorded in:**  
**Volume:** N/A  
**Page:** N/A  
**Instrument No:** 2015-11212

**Mortgage Servicer:**  
Select Portfolio Servicing, Inc. is representing the  
Current Beneficiary/Mortgagee under a servicing  
agreement with the Current Beneficiary/Mortgagee.

**Grantor(s)/Mortgagor(s):** WILLIAM CROMER JR, A MARRIED MAN

**Current Beneficiary/Mortgagee:**  
Select Portfolio Servicing, Inc.

**Property County:**  
BOWIE

**Mortgage Servicer's Address:**  
3217 S. Decker Lake Dr.,  
Salt Lake City, UT 84119

**Legal Description:** LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

**Date of Sale:** 6/1/2021

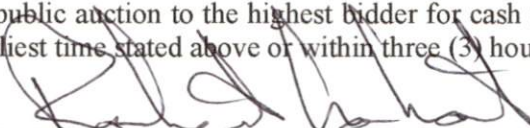
**Earliest Time Sale Will Begin:** 11:00:00 AM

**Place of Sale of Property:** Bowie County Courthouse, 710 James Bowie Drive, New Boston, TX 75570  
OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION  
51.002 OF THE TEXAS PROPERTY CODE.

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place  
and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that  
time.

**Notice Pursuant to Tex. Prop. Code § 51.002(i):**

Assert and protect your rights as member of  
the armed forces of the United States. If you  
or your spouse are serving on active military duty,  
including active military duty as a member of the  
Texas National 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

  
Ramiro Cuevas, Aurora Campos, Jonathan Harrison,  
Shawn Schiller, Patrick Zwiers, Darla Boettcher,  
Irene Lindsay, Dana Kamin, Lisa Bruno, Angie  
Useton, Jami Hutton, Tonya Washington, Monica  
Henderson, Terry Waters, Logan Thomas, Robert  
LaMont, Harriett Fletcher, Ronnie Hubbard, Sheryl  
LaMont or Allan Johnston  
or Thuy Frazier  
or Cindy Mendoza  
or Catherine Allen-Rea  
or Cole Patton, Substitute Trustee  
MC CARTHY & HOLTHUS, LLP  
1255 WEST 15TH STREET, SUITE 1060  
PLANO, TX 75075

May 06, 2021

service to the sender of this notice immediately.

**MH File Number:** TX-20-78145-POS  
**Loan Type:** Conventional Residential

## Exhibit A

All of Lot No. 2 of Freudiger Estates, a subdivision of a part of the E. T. Watson Headright Survey, Abstract 672, Bowie County, Texas, according to the plat recorded in Volume 4711, Page 197 of the Real Property Records of Bowie County, Texas.

TOGETHER WITH the following Access Easement:

0.294 Acres - Access Easement  
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the E. T. Watson Headright Survey, Abstract 672, Bowie County, Texas, being a part of that certain tract of land described as Lot No. 3 of Freudiger Estates, according to the map recorded in Volume 4711, Page 197 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod found for a corner (control monument), lying in the North right-of-way line of County Road No. 2211 (Myrtle Spring Road), the Southeast corner of the said Lot No. 3, the Southwest corner of Lot No. 5 of Meadow Lake Subdivision, a subdivision of a part of the said Watson Survey, according to the plat recorded in Volume 1864, Page 319 of the Real Property Records of Bowie County, Texas;

THENCE South 73 degrees 48 minutes 41 seconds West a distance of 53.67 feet along the North right-of-way line of the said Road and the South line of the said Lot No. 3 to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, the Southwest corner of the said Lot No. 3, the Southeast corner of Lot No. 2 of the said Freudiger Estates;

THENCE North 37 degrees 30 minutes 00 seconds West a distance of 246.62 feet along the West line of the said Lot No. 3 and the East line of the said Lot No. 2 to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, the Northeast corner of the said Lot No. 2, an angle point in the West line of the said Lot No. 3;

THENCE North 52 degrees 30 minutes 00 seconds East a distance of 50.00 feet to a point for a corner, lying in the East line of the said Lot No. 3 and the West line of the said Lot No. 5, said corner bears North 37 degrees 30 minutes 00 seconds West a distance of 595.66 to a 1/2 inch steel rod found for a corner (control monument), the North corner of the said Lot No. 3;

THENCE South 37 degrees 30 minutes 00 seconds East (basis of bearings) a distance of 266.12 feet along the East line of the said Lot No. 3 and the West line of the said Lot No. 5 to the point of beginning and containing 0.294 acres of land, at the time of this survey.