

July 6, 2021

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

NOTICE OF FORECLOSURE SALE

2021 JUN 14 AM 9:49

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, July 6, 2021.

Time: The sale shall begin no earlier than **11:00am** or no later than three hours thereafter. The sale shall be completed by no later than **2:00pm**.

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 2015-5648 of the Official Public Records of Bowie County, Texas.

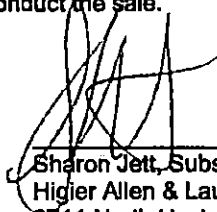
5. **Obligations Secured.** The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on that promissory note (the "Note") dated on or about May 8, 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: June 14, 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

July 6, 2021

405574
1806 & 1808 S. Spruce St.
Texarkana, Texas 75501

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

2021 JUN 14 AM 9:48

NOTICE OF TRUSTEE'S SALE
and
APPOINTMENT OF SUBSTITUTE TRUSTEE

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, on March 31, 2016, Erica Phillips a single woman executed a Deed of Trust conveying to North O. West, Trustee, the real property hereinafter described, to secure First National Bank of America, in the payment of a debt therein described, said Deed of Trust being recorded in Document Number 2016-4308, Official Public Records of Bowie County, Texas.

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder of said debt 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.

WHEREAS, in my capacity as the attorney for the present owner and holder of the note, and pursuant to Section 51.0076(3) Texas Property Code, I hereby name, appoint and designate Robert LaMont or Harriett Fletcher or David Sims or Allan Johnston or Ronnie Hubbard or Kelly Goddard, the Substitute Trustee(s) in the above described Deed of Trust and/or to act under and by virtue of said Deed of Trust, including posting and filing the public notice required under Section 51.002 Texas Property Code as amended, and to proceed with a foreclosure of the Deed of Trust lien securing the payment of said note.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, July 6, 2021, at 11:00 o'clock a.m. or within three (3) hours thereafter, the Substitute Trustee will sell said real property at the place hereinafter set out, to the highest bidder for cash. The place of sale shall be in the area designated by the Commissioners Court of such County, pursuant to §51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if such place is not so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted), in the City of New Boston, Bowie County, Texas.

Said real property is described as follows:

Lots Numbered Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8) and Nine (9) in Block Numbered Thirteen (13) of SOUTH TEXARKANA ADDITION to the City of Texarkana, Bowie County, Texas, according to the map or plat of said

Addition recorded in Volume 40, Page 43 of the Plat Records of Bowie County, Texas, and also being the same property described in a Deed from Darrell Wayne Randall and Sissie Freeman to Marlin R. Clements dated December 28, 1998, recorded in Volume 2979, Page 130, Real Property Records of Bowie County, Texas.

The Deed of Trust permits the Beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein 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. The reposting or refiled may be after the date originally scheduled for this sale.

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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property and the priority of the lien being foreclosed.

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 their bid immediately in cash if their bid is accepted.

The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. The sale shall not cover any part of the property that has been released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the priority, nature and extent of such matters, if any.

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagee, Mortgagee or the Mortgagee's attorney.

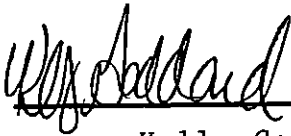
Default has occurred under the Deed of Trust, and the beneficiary has requested the above named Trustee or Substitute Trustee(s), to conduct this public sale. Notice is given that before the sale

the beneficiary or the Beneficiary's attorney, agent or servicer may appoint another person substitute trustee to conduct the 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.

The Substitute Trustee's address is c/o WEST & WEST ATTORNEYS, 2929 Mossrock, Suite 204, San Antonio, Texas 78230.

WITNESS MY HAND on 14 day of June 2021.



Kelly Goddard



NORTH O. WEST, State Bar No. 21204000
Attorney or Authorized Agent for the
Mortgagee or Mortgagee's Servicer
WEST & WEST ATTORNEYS, P.C.
2929 Mossrock, Suite 204
San Antonio, Texas 78230

July 6, 2021

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

2021 JUN 14 AM 9:50

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:

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, July 6, 2021**

Time: The sale shall begin no earlier than **11:00am** or no later than three hours thereafter. The sale shall be completed by no later than **2:00pm**.

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.

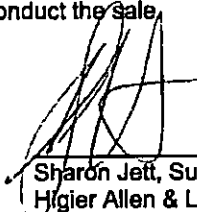
5. **Obligations Secured.** The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on that promissory note (the "Note") dated on or about August 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: June 14, 2021.



Sharon Jeff, 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

July 6, 2021

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

2021 JUN 14 AM 9:51

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:

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, July 6, 2021

Time: The sale shall begin no earlier than **11:00am** or no later than three hours thereafter. The sale shall be completed by no later than **2:00pm**.

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.

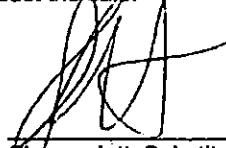
5. **Obligations Secured.** The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on that promissory note (the "Note") dated on or about January 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:

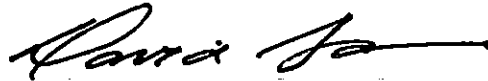
Bank OZK
315 North Walnut
Harrison, Arkansas 72061
Attn: Mona Berry
Telephone: 870-391-8407
Email: mona.berry@ozk.com

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: June 14, 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

July 6, 2021

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

2021 JUN 14 AM 9:51

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:

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, July 6, 2021

Time: The sale shall begin no earlier than **11:00am** or no later than three hours thereafter. The sale shall be completed by no later than **2:00pm**.

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 refileing 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: June 14, 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 40th Street, Texarkana, Texas 75503

July 6, 2021

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

NOTICE OF FORECLOSURE SALE

2021 JUN 14 AM 9:51

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, July 6, 2021

Time: The sale shall begin no earlier than 11:00am or no later than three hours thereafter. The sale shall be completed by no later than 2:00pm.

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 refileing 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.

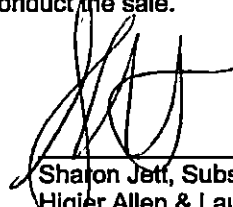
5. **Obligations Secured.** The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on that promissory note (the "Note") dated on or about October 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:

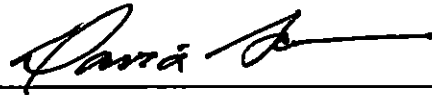
Bank OZK
315 North Walnut
Harrison, Arkansas 72061
Attn: Mona Berry
Telephone: 870-391-8407
Email: mona.berry@ozk.com

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: June 14, 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 SIXTEEN (16) OF HILLVIEW ADDITION TO THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS.

More commonly known as 712 Hillview, Texarkana, Texas 75570

July 6, 2021

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

2021 JUN 14 AM 9:52

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:

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, July 6, 2021

Time: The sale shall begin no earlier than **11:00am** or no later than three hours thereafter. The sale shall be completed by no later than **2:00pm**.

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.

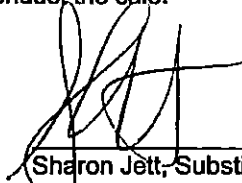
5. **Obligations Secured.** The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on that promissory note (the "Note") dated on or about January 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: June 14, 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

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.

July 6, 2021

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

NOTICE OF FORECLOSURE SALE

2021 JUN 14 AM 9:52

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, July 6, 2021

Time: The sale shall begin no earlier than **11:00am** or no later than three hours thereafter. The sale shall be completed by no later than **2:00pm**.

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 2016-2399 of the Official Public Records of Bowie County, Texas.

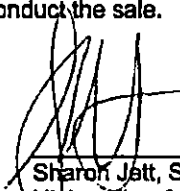
5. **Obligations Secured.** The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on that promissory note (the "Note") dated on or about February 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:

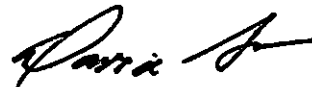
Bank OZK
315 North Walnut
Harrison, Arkansas 72061
Attn: Mona Berry
Telephone: 870-391-8407
Email: mona.berry@ozk.com

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: June 14, 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

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

July 6, 2021

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

2021 JUN 14 AM 9:52

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:

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, July 6, 2021

Time: The sale shall begin no earlier than **11:00am** or no later than three hours thereafter. The sale shall be completed by no later than **2:00pm**.

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 refilled 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 Considerath 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.

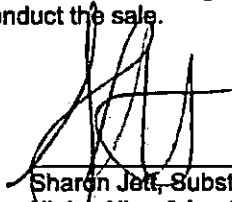
5. **Obligations Secured.** The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on that promissory note (the "Note") dated on or about August 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: June 14, 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 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

July 6, 2021

FILED FOR RECORD IN:
BOWIE COUNTY, TEXAS
NOTICE OF FORECLOSURE SALE FINA PETTY, COUNTY CLERK

Notice is hereby given of a public nonjudicial foreclosure sale. 2021 JUN 10 PM 1:40

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, July 6, 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

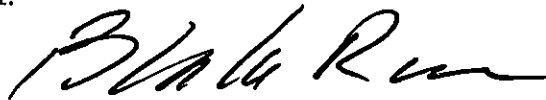
United States, please send written notice of the active duty military service to the sender of this notice.

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 Donald G. McDonald, dated February 13, 2009, and recorded in Document Number 1907 VOL: 5556 PG: 179 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 \$38,400.00 executed by Donald G. McDonald payable to the order of 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: June 9, 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

Exhibit A

All that certain tract or parcel of land situated about one mile Northwest of New Boston, Bowle County, Texas, a part of the JOHN KITTRELL HEADRIGHT SURVEY, A-329 and the EZRA KNAPP HEADRIGHT SURVEY, A-709 and being more fully described as follows:

COMMENCING at an IP for corner on the North right-of-way line of Interstate Hwy. 30 in the center of a County Road, said point being 2906.68 ft. North and 19.50 ft. West of the SEC of said Knapp Survey;

THENCE N. 1 deg. 15' 41" W. 1495.55 ft. to an IP for corner, the PLACE OF BEGINNING for the herein described tract known as Tract No. 3 in the partition of the Delbert Bodeker 78.259 acre tract;

THENCE S. 88 deg. 01' 33" W. 1243.52 ft. to an IP for corner on the EBL of the Johnson tract;

THENCE N. 2 deg. 37' 34" W. 418.70 ft. with the EBL of said Johnson tract, the SWC of Tract No. 2 in the partition of the said Delbert Bodeker tract;

THENCE N. 88 deg. 01' 33" E. 1253.49 ft. to an IP for corner in the center of said County Road, the SEC of said Tract No. 2;

THENCE S. 1 deg. 15' 41" E. 418.71 ft. to the place of beginning and containing 8.400 acres in the John Kittrell Survey and 3.600 acres in the Ezra Knapp Survey for a total of 12.000 acres of land, more or less.

COPY

7-6-2021

Prepared by:
J. Randell Stevens, Attorney at Law
NORTON WOOD FLOYD, L.L.P.
315 Main Street, Texarkana, Texas 75501-5604

2021-00005842 APPT Total Pages: 3

After recording, return to:
J. Randell Stevens, Attorney at Law
NORTON WOOD FLOYD, L.L.P.
315 Main Street, Texarkana, Texas 75501-5604

**NOTICE OF PUBLIC FORECLOSURE SALE
AND
APPOINTMENT OF SUBSTITUTE TRUSTEE**

Pursuant to Section 51.002 of the Texas Property Code, notice is hereby given of the following non-judicial foreclosure sale (the "Sale"):

I. **PROPERTY FOR SALE.** The property for sale (the "Property") is commonly known as **105 Krobot Circle, Texarkana, Texas 75501**, and is further described in the Real Property Records of **Bowie County, Texas** as follows:

All of Lot Numbered **THREE (3)** in Block Numbered **THREE (3)** of **TOWN AND COUNTRY ESTATES PHASE 1**, a subdivision of a part of the East Nancy McCarter Headright Survey, A-385, **Bowie County, Texas**, according to the map or plat of record in **Volume 3798, Page 235**, Real Property Records of **Bowie County, Texas**.

TOGETHER WITH the following described collateral:

One (1) 2007 Beacon Hill Model Fleetwood Mobile Home, manufactured by Fleetwood Homes of Texas, Inc., 2801 Gholson Road, Waco, Texas 76703, being 16-feet by 76-feet in size, bearing Serial Number TXFL512A46237BH11 and Label Number PFS0915068. Borrower and Lender elect and agree to treat the above-described mobile home as residential real property. Accordingly, Borrower and Lender elect and agree that said mobile home shall constitute a fixture of the real property described above, and that Borrower shall have no right to remove said mobile home without the written consent of Lender.

II. **DATE, TIME, & VENUE OF THE SALE.** The Sale will be held at the North Entrance of the Bowie County Courthouse in New Boston, Texas, on **Tuesday, July 6, 2021**. The Sale will begin no earlier than 10:00 a.m., or no later than three (3) hours thereafter, and will be completed by no later than 4:00 p.m. *Please be aware that the Bowie County Commissioners' Court may hereafter designate another location for the Sale, in which case such designation will be recorded in the Real Property Records of Bowie County, Texas. The Sale may also be postponed, in which case such postponement will be recorded in the Real Property Records of Bowie County, Texas.*

III. **AUTHORITY TO CONDUCT THE SALE.** The Sale will be conducted pursuant to the power of sale conferred upon **TEXAR Federal Credit Union** (the "Lender") by that one certain Deed of Trust executed on September 26, 2018, and recorded in Instrument No. **2018-00010365**, of the Real Property Records of **Bowie County, Texas** on October 1, 2018 (the "Security Instrument"), wherein **Julia Shaw** (the "Borrower") conveyed the Property to **Kelly D. Mitchell** (the "Trustee") to be held in trust. Insofar as the Mortgagee has failed to timely cure default under the terms of the Security Instrument and the promissory note it secures, the Mortgagee has elected to foreclose upon its lien on the Property in accordance with Texas law.

IV. **TERMS OF THE SALE.** The Sale will be conducted according to the terms of the Security Instrument. One or more of the Substitute Trustees named in Paragraph "V" of this Notice will conduct the Sale as a public auction. The Property will be sold in one or more parcels to the highest bidder for cash in any order that the Substitute Trustee(s) determine(s). The purchase price will be due and payable immediately upon acceptance of a bid. The Property will be sold in "as-is" condition, without any express or implied warranties, except for the warranties of title (if any) provided for in the Security Instrument. Thus, for example, there may be occupants that claim an interest in the Property based upon said occupancy. Prospective bidders are, therefore, advised to conduct an independent investigation of the nature and physical condition of the Property prior to the Sale. If the Sale is set aside for any reason, the purchaser

FILED FOR RECORD IN:
BOWIE COUNTY, TEXAS
TINA PETTY, COUNTY CLERK
2021 JULY 19 PM 3:02

of the Property will be entitled only to a return of the purchase price that he, she, or it paid and will have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's attorneys. *Please be aware that the Substitute Trustee(s) reserve(s) the right to set further reasonable terms of sale.* Any such terms shall be announced before bidding is opened for the first sale of the day conducted by the Substitute Trustee(s) on Tuesday, July 6, 2021.

V. APPOINTMENT OF SUBSTITUTE TRUSTEE(S).

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.

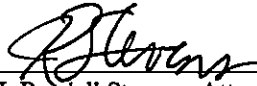
The Substitute Trustees shall be: J. Randell Stevens, Fred R. Norton, Jr., Cory J. Floyd, and Marshall C. Wood, or any one of them. All said individuals are attorneys of NORTON WOOD-FLOYD, L.L.P., 315 Main Street, Texarkana, Texas 75501-5604.

VI. NOTICE TO THE MORTGAGOR.

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 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.

Date: May 19, 2021

Submitted by:



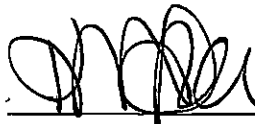
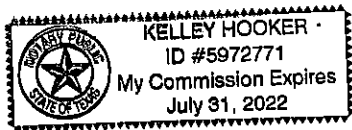
J. Randell Stevens, Attorney for the Mortgagee

[Space Below This Line For Acknowledgment]

STATE OF TEXAS §
 §
COUNTY OF BOWIE §

BEFORE ME, the undersigned Notary Public, on this day came J. Randell Stevens, known to me to be the person whose name is subscribed to this instrument, and acknowledged to me that he has the authority to execute this instrument and that he executed this instrument for the purposes and consideration stated herein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of May, 2021.



NOTARY PUBLIC - STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF BOWIE

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Bowie County, Texas.

2021-00005842 APPT
05/19/2021 01:05:45 PM Total Fees: \$30.00

Tina Petty, County Clerk
Bowie County, Texas

