

NOTICE OF FORECLOSURE SALE

NOV 06 2020

Notice is hereby given of a public nonjudicial foreclosure sale.

Janice McDaniel
Clerk, County Court, Sabine County
By Angie Dorsey DEPUTY

1. Deed of Trust. The sale is a nonjudicial deed of trust lien foreclosure sale being

conducted pursuant to the power of sale granted by the following described deed of trust:

Date: July 17, 2019
Grantors: Carter Lee Godwin and Sherice Godwin
Beneficiary: Bank of Montgomery (a/k/a BOM Bank)
Substitute Trustee: Scott A. Ritcheson, and/or Douglas A. Ritcheson,
and/or Charles E. Lauffer, Jr., and/or Lance
Vincent
Recording Information: Deed of Trust recorded in Volume 454, Page 968,
of the Official Public Records of Sabine County,
Texas.

2. Property to be Sold. The property to be sold (the "Property") is described as follows:

All that certain lot, tract or parcel of land situated in Sabine County, Texas, being more particularly described on what is attached hereto as Exhibit "A" and made a part hereof for all purposes, together with all buildings and improvements of every kind or character located thereon, and all other property described in the herein described deed of trust, and also including the property described in the Statement of Ownership recorded at Volume 461, Page 142 of the Official Public Records of Sabine County, Texas.

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

Date: **December 1, 2020**
Time: The sale shall begin no earlier than 1:00 p.m. or no later than three (3) hours thereafter. The sale shall be completed by no later than 4:00 p.m.

Place: Sabine County Courthouse in Hemphill, Texas, at the following location:

Sabine County Courthouse in Hemphill, Texas, at the following location: In the area of such Courthouse designated by the Sabine County Commissioners' Court as the area where foreclosure sales shall take place, or, if no such area has been designated, then on the front steps of the north side of the Sabine County Courthouse, in Hemphill, Texas.

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

4. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, 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 unpaid ad valorem taxes and 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 other 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.

A purchaser at the sale of the Property "acquires the Property "AS IS" without any expressed or implied warranties" (except as to the warranties of title from the grantor identified in the deed of trust described below). Any purchaser acquires the Property "at the purchaser's own risk." TEXAS PROPERTY CODE §51.009. Nothing set forth in this Notice is an express or implied representation or warranty regarding the Property, all of which are specifically disclaimed by the undersigned and by the beneficiary of the herein described deed of trust.


5. Type of Sale. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Carter Lee Godwin and Sherice Godwin. The deed of trust is dated July 17, 2019, and is recorded in the office of the County Clerk of Sabine County, Texas, in Volume 454, Page 968 of the Official Public Records of Sabine County, Texas.

6. Obligations Secured. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including, but not limited to, (1) the July 17, 2019 promissory note in the original principal amount of \$114,900.56, executed by Carter Lee Godwin and Sherice Godwin, and payable to the order of Bank of Montgomery (a/k/a BOM Bank); (2) all renewals and extensions of the note; (3) all interest, late charges, fees and other expenses payable under said note on the herein described deed of trust; and (4) all other debts and obligations described in the deed of trust (including all debts secured by any cross-collateralization clause in the deed of trust). Bank of Montgomery (a/k/a BOM Bank) is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, Bank of Montgomery (a/k/a BOM Bank), Attention: Luke Rasberry, telephone (318) 352-3060, ext. 1522.

7. Default and Request to Act. Default has occurred under the deed of trust, and the beneficiary has asked me, as substitute 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: November 3, 2020.



SCOTT A. RITCHESON, Substitute Trustee
821 ESE Loop 323, Suite 530
Tyler, Texas 75701
Tel: (903) 535-2900
Fax: (903) 533-8646

Notice to Members of the Armed Forces of the United States:

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.

EXHIBIT "A"

Being a legal description to a 2 00 acre tract in the A W Canfield Survey, A-3, of Sabine County, Texas, being out of and part of a called 7 500 acre tract described in a General Warranty Deed with Lien in favor of Third Party conveyed to Willis H, Godwin, et ux, from Lionel Parton, er ux, dated September 25, 1992, recorded in Volume 16 Page 534 of the Official Public Records of said County, and is further described by metes and bounds to-wit

BEGINNING At a ½" iron rod with cap Stamped "Birdwell Surveying" set for in the West Right-of-Way line of Pleasure Bend Drive for the South corner of this tract, the South corner of said 7 500 acre tract, and in the boundary line of a 183 408 acre tract Surveyed this day by me, from which a ½" iron rod found on the East side of said Road for an angle corner of said 183 408 acre tract bears S 43°49'27" E 48 51',

THENCE N 43°49'27" W 310 93' (N 40 29 01" W) to a ½" iron rod with cap Stamped "Birdwell Surveying" set for the West corner of this tract, in the boundary line of said 7 500 acre tract and said 183 408 acre tract, from which a ½" iron rod found for an angle corner of said 7 500 acre tract and said 183 408 acre tract bears N 43°49'27" W 359 43',

THENCE N 32°33'32" E 310 33' severing said 7 500 acre tract to a ½" iron rod with cap Stamped "Birdwell Surveying" set for the North corner of this tract,

THENCE S 43°24'30" E 136 62' to a ½" iron rod with cap Stamped "Birdwell Surveying" set for an angle corner of this tract,

THENCE S 17°35'55" E 248 19' to a ½" iron rod with cap Stamped "Birdwell Surveying" set for the East corner of this tract, in the boundary line of said 7 500 acre tract, and in the Right-of-Way of said Road,

***THENCE* S 38°47'50" W 192 53' (S 42 06 04" W) with the Right-of-Way of said Road to the point of beginning containing 2 00 acres of land,**