

NOTICE OF FORECLOSURE SALE

Date of Posting of Notice: March 1, 2022

Deed of Trust ("Deed of Trust"):

Dated: December, 30, 2013

Grantor: Chad M. Seago

Trustee: J. Ken Muckelroy

Lender: Shelby Savings Bank, SSB

Recorded in: Vol. 0387, Page 1146 of the real property records of Sabine County, Texas

Legal Description: See **Exhibit "A"** attached hereto and incorporated by reference for all purposes herein

Secures: Adjustable Rate Note ("Note") in the original principal amount of \$150,000.00, executed by Chad M. Seago ("Borrower") and payable to the order of Lender

FILED FOR RECORD
AT 8:45 O'CLOCK A M

MAR 04 2022
Jami Clark
Clerk, County Court, Sabine County
By Becky Chedee DEPUTY

Foreclosure Sale:

Date: Tuesday, April 5, 2022

Time: The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 10:00 a.m. and not later than three hours thereafter.

Place: Sabine County Courthouse in Hemphill, Texas, at the following location: 201 Main Street, Hemphill, Texas, on the steps on the North Side of the Courthouse.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Shelby Savings Bank, SSB's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Shelby Savings Bank, SSB, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Shelby Savings Bank, SSB's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Shelby Savings Bank, SSB's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Shelby Savings Bank, SSB passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Shelby Savings Bank, SSB. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by 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.

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.

A handwritten signature in cursive script that reads "April Prince". The signature is written in black ink and is positioned above a horizontal line.

April Prince
Substitute Trustee for Mortgagee
103 W. Austin St.
Center, Texas 75935
Telephone (936) 598-3100
Telecopier (936) 213-6039

EXHIBIT "A"

T. & N.O. Railroad Survey
Section #7, A-214

State of Texas
County of Sabine

Legal Description
to a
9.713 Acre Tract

Being a legal description to a 9.713 acre tract in the T. & N.O. Railroad Survey Section #7, A-214, Sabine County, Texas and being all of a called 10.69 acre tract described in a Deed of Gift from Florine McBride Fair to Judy Fair Johnson and husband, W.L. (Bub) Johnson dated August 15, 1997, recorded in Volume 103 Page 314 of the Official Public Records (OPR) of said county, and is described by metes and bounds as follows to-wit:

BEGINNING: At a 4"x4" concrete monument with brass cap stamped "N.W. Cor. T. & N.O. Section #7 S.173" found at the East bass cross tie of a fence corner post found for the Northwest corner of this tract, an angle corner of Gene R. McBride called 50.00 acre tract recorded in Volume 130 Page 573 OPR in the East boundary line of H.T. & B. Railroad Survey Section #3 A-131, the Southwest corner of T. & N.O. Railroad Survey Section #6 A-410, and the Northwest corner of said Railroad Survey Section #7, A-214; from which a 3/8" iron rod found in the North boundary line of this tract, in the South boundary line of T. & N.O. Railroad Survey Section #6 A-410, in the North boundary line of said Railroad Survey Section #7, A-214, and for the South west corner of a 2.42 acre tract recorded in Volume 325 Page 535 OPR bears S 81°07'55" E 395.99';

THENCE: S 81°07'55" E 822.23' to a point in or about the center line of Farm-to-Market Highway #1 for the Northeast corner of this tract and the Southeast corner of 2.42 acre tract; from which 1 1/2" angle iron in 8" diameter concrete pipe found in the West Right-of-Way (ROW) line of Farm-to-Market Highway #1 bears N 81°07'55" W 41.97';

THENCE: S 11°12'55" E 451.18' with or about the centerline of said highway to a point for the Southeast corner of this tract and in the North boundary line of Bronson Town Site; from which a 3/8" iron rod with 1/2" plastic cap set for reference in said ROW, in the South boundary line of this tract, and in the North boundary line of Bronson Town Site recorded in Volume 1 Page 83 of the Plat Records of said county bears S 78°19'10" W 40.38';

THENCE: S 78°19'10" W 672.92' to a 1/2" iron rod found with 1/2" iron rod as guard in fence line for the Southwest corner of this tract, and the Southeast corner of said 50.00 acre tract; from which a 1 1/2" iron pipe found bears S 78°19'10" W 2517.02' and a 1/2" iron rod found for the Southwest corner of a 50.00 acre tract bears S 78°19'10" W 2741.56';

THENCE: N 18°52'17" W 745.63' (Source of Bearing per Volume 130 Page 573 OPR) to the point of beginning containing 9.713 acres of land.