

FILED FOR RECORD
IN MY OFFICE
AT 9:32 O'CLOCK A M

FEB 14 2024

Notice of Foreclosure Sale

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY AM DEPUTY

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

All that certain lot, tract or parcel of land, situated in the W.W. Boaton Survey, Abstract No. 113, Panola County, Texas, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

(Commonly known as 2.30 acres, W.W. Boaton Survey, Abstract 113, Panola County, Texas)

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Contract for Deed recorded under Clerk's Volume Number 2148, Page Number 563, in the Official Public Records of Panola County, Texas.
3. *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Date: April 2, 2024

Time: The sale will begin no earlier than 10:00 A.M. or no later than three hours thereafter. The sale will be completed by no later than 4:00 P.M.

Place: THE STEPS OF THE PANOLA COUNTY COURTHOUSE, SUCH STEPS BEING LOCATED ON THE EAST SIDE OF THE PANOLA COUNTY COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or as designated by the County Commissioners Court, 110 Sycamore Street, Carthage, Texas 75633

The recorded Contract for Deed permits the beneficiary to abandon the 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 Texas Property Code. The reposting or refiled 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 recorded Contract for Deed permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the recorded Contract for Deed 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 recorded Contract for Deed, 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 recorded Contract for Deed. The sale shall not cover any part of the property that has been released of public record from the lien of the recorded Contract for Deed.

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 recorded Contract for Deed, the beneficiary 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 recorded Contract for Deed. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

Pursuant to section 51.0075 of the Texas Property Code, the 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 first sale of the day held by the trustee or any substitute trustee.

5. *Type of Sale.* The sale is a nonjudicial recorded Contract for Deed lien foreclosure sale being conducted pursuant to the power of sale granted by the recorded Contract for Deed executed by **JAMES T. YOUNT AND BONNIE R. YOUNT, LOTIC L. HARGER AND CATHY D. BELK.**

The real property encumbered by the recorded Contract for Deed will be sold at the sale in accordance with the provisions of the recorded Contract for Deed.

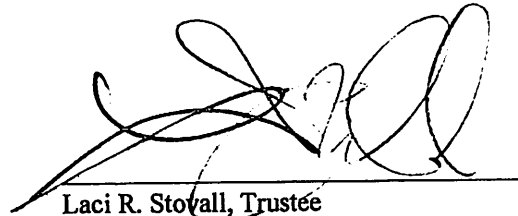
6. *Obligations Secured.* The recorded Contract for Deed provides that it secures the payment of the indebtedness and obligations therein described (collectively, the "Obligations") including but not limited to (a) the recorded Contract for Deed dated March 16, 2019 in the original principal amount of \$35,000.00, executed by **LOTIC L. HARGER AND CATHY D. BELK** and payable to the order of **JAMES T. YOUNT AND BONNIE R. YOUNT**; and (b) all renewals and extensions of the note; and (c) any and all present and future indebtedness of **LOTIC L. HARGER AND CATHY D. BELK** to **JAMES T. YOUNT AND BONNIE R. YOUNT**. **JAMES T. YOUNT AND BONNIE R. YOUNT** are the current owner and holder of the Obligations and is the beneficiary under the recorded Contract for Deed.

Questions concerning the sale may be directed to the undersigned **JAMES T. YOUNT AND BONNIE R. YOUNT**, c/o Laci R. Stovall, Flowers Davis, P.L.L.C., 1021 ESE Loop 323, Suite 200, Tyler, Texas 75701.

7. *Default and Request to Act.* Default has occurred under the recorded Contract for Deed, and the beneficiary has requested 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.

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.

Dated: February 13, 2024

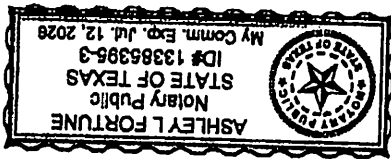


Laci R. Stovall, Trustee
Flowers Davis, P.L.L.C.
1021 ESE Loop 323, Suite 200
Tyler, Texas 75701
(903) 534-8063

STATE OF TEXAS §

COUNTY OF SMITH §

This instrument was acknowledged before me on February 13, 2024 by LACI R. STOVALL, Trustee, in the capacity therein stated.


NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF:

CELIA C. FLOWERS
FLOWERS, DAVIS, P.L.L.C.
1021 ESE Loop 323, Suite 200
Tyler, Texas 75701
Phone (903) 534-8063
Fax (903) 534-1650
State Bar No. 07175500

AFTER RECORDING, RETURN TO:

Flowers Davis, P.L.L.C.
Attn: Laci R. Stovall
1021 ESE Loop 323, Suite 200
Tyler, Texas 75701

EXHIBIT "A"

All that certain 2.30 acre tract of land, a part of the W.W. BOATON Survey, Abstract No. 113, Panola County, Texas, and being a part of that certain tract of land called 67 acres conveyed to Lavern Yount by Charles Josey by deed dated July 13, 1948 recorded in Vol, 269, Page 81 of the Deed Records of Panola County, Texas, said 2.30 acre tract of land being more particularly described as follows:

BEGINNING at a point on the West line of the abovementioned tract of land called 67 acres, said point being S 2 deg. 17' W 530.4 feet from the Northwest corner of the same, an iron pipe set for a corner and Point of Beginning;

THENCE S 51 deg. 07' E 396.2 feet to an iron pipe set for a corner;

THENCE S 32 deg. 56' W 348.7 feet to an iron pipe set for a corner on the Northeast Right-of-Way line of Farm to Market Road No. 31;

THENCE N 53 deg. 02' W with the said Northeast Right-of-Way line of Farm-to-Market Road No. 31 a distance of 175.0 feet to an iron pipe set for a corner at its intersection with the West line of the said tract of land called 67 acres;

THENCE N 2 deg. 46' E with the West line of the said tract a distance of 436.7 feet to the Point of Beginning, containing 2.30 acres.