

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

DEC 12 2023

STATE OF TEXAS

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VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS

KNOW ALL MEN BY THESE PRESENTS.

COUNTY OF JACK

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BY _____ DEPUTY

WHEREAS, by Deed of Trust dated January 24, 2020, recorded in the Official Public Records of Jack County, Texas under Instrument No. 20200000743, Book 1077, Page 0765 (the "Deed of Trust"), Jody DuBois (the "Borrower") conveyed to Lloyd Reiter as Trustee (the "Trustee"), the property situated in Jack County, Texas, together with all buildings, fixtures and improvements, more particularly described as follows, to wit:

See attached Exhibit "A"

WHEREAS, the Property secures that one certain Promissory Note therein described in the original principal amount of \$1,105,000.00 (the "Indebtedness"), executed by Jody DuBois and made payable to First State Bank (the "Lender"); and

WHEREAS, the undersigned has been appointed as Substitute Trustee in the place and instead of Lloyd Reiter, Trustee in the Deed of Trust, said appointment being in the manner authorized by the Deed of Trust; and

WHEREAS, default has occurred under the terms of the Indebtedness secured by the Deed of Trust, the Indebtedness is now wholly due, and the owner and holder of the Indebtedness has requested the undersigned to sell the Property to satisfy same.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **Tuesday, January 2, 2023 (that being the first Tuesday of said month), at 10:00 a.m., (or not later than three (3) hours thereafter)**, I will sell the Property at public auction to the highest bidder, or bidders, at the steps fronting the doors on the west side of the Courthouse, 100 N. Main, Jacksboro, Texas 76458, said location having been designated by the County Commissioners (the "Commissioners") of Jack County, Texas (or such other location as may be designated by the Commissioners after the sending of this Notice and before the time of the sale). I will make due conveyance of the Property to the purchaser or purchasers by general warranty deed binding mortgagor, its successors and assigns. The Lender may cause the sale to be canceled or adjourned from time to time without further notice.

The Property will be sold to the highest bidder, subject to the reservations hereinafter stated. Unless the Lender is the highest bidder and thus the purchaser at the sale, the purchase price must be paid in cash or other immediately available funds satisfactory to the undersigned at the conclusion of the sale. The undersigned will not be liable for any finder's fees or commissions in connection with the sale.

The Lender shall have the right to bid for and purchase the Property at the sale. If the Lender is the highest bidder and thus the purchaser of the Property, it will credit the net proceeds of the sale (after deduction of all sale expenses and other sums properly charged against the sale proceeds) against the unpaid balance of the Indebtedness.

The Property shall be sold for cash, except that Lender's bid may be by credit against the Indebtedness.

THE SALE OF THE PROPERTY IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE SUBSTITUTE TRUSTEE, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER THE LENDER NOR THE SUBSTITUTE TRUSTEE MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COMPLIANCE WITH LAWS, RULES, AGREEMENTS OR SPECIFICATIONS, NOR WITH RESPECT TO CONDITION, QUALITY, CAPACITY, DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH ARE EXPRESSLY WAIVED BY PURCHASER.

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.

EXECUTED on the 11 day of December 2023.



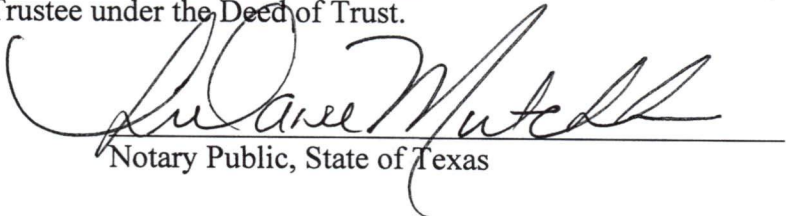
**CHRISTINA A. TILLETT
WILLIAM B. MUNSON
GARLAND D. CARDWELL
PRINCESS D. BROWN**

Substitute Trustees under the Deed of Trust
123 South Travis Street
Sherman, Texas 75090
Tel. (903) 893-8161

**STATE OF TEXAS §
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COUNTY OF GRAYSON §**

This instrument was acknowledged before me this the 11 day of December 2023, by Garland D. Cardwell, as Substitute Trustee under the Deed of Trust.

* NOTARY PUBLIC *
* STATE OF TEXAS *
*
Melanie Diann Mutchler
Notary ID # 13204157-4
My Commission Expires
June 06, 2027
*


Notary Public, State of Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**REMOVAL OF TRUSTEE AND
APPOINTMENT OF SUBSTITUTE TRUSTEE**

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF JACK

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WHEREAS, on January 24, 2020, Jody DuBois (the "Borrower"), executed and delivered a certain Deed of Trust recorded in the Official Public Records of Jack County, Texas under Document Number 20200000743 in Book 1077, Page 0765 (the "Deed of Trust"), conveying to Lloyd Reiter, Trustee, to secure First State Bank (the "Lender") in the payment of a debt described in the Deed of Trust in the original principal amount of \$1,105,000.00 (the "Indebtedness"), covering all of the real property, personal property and fixtures described therein (the "Property"), including but not limited to the following described property:

See attached Exhibit "A" (collectively, the "Property")

WHEREAS, default has occurred in the payment of the Indebtedness, and by reason of such default, the Indebtedness is now wholly due; and

WHEREAS, the contingency stated in the Deed of Trust as a condition precedent for the appointment of a Substitute Trustee in substitution for the Trustee named in the Deed of Trust has occurred; and

WHEREAS, the Deed of Trust provides that Lender, as Beneficiary thereunder, may appoint a Substitute Trustee by a designation, in writing, of a Substitute Trustee.

The original of this Instrument
was filed in this office on

July 11, 2023 *ym*
This document has not been
compared with the original

NOW, THEREFORE, Lender, the present legal owner and holder of the Indebtedness, does hereby remove Lloyd Reiter, and any other Trustee heretofore appointed, and appoints and constitutes CHRISTINA A. TILLET, WILLIAM B. MUNSON, GARLAND D. CARDWELL, PRINCESS D. BROWN and MASON SPILLER or any one of them, as Substitute Trustee under the Deed of Trust, each of whom shall have all the powers and authority granted to the original Trustee, and requests any one of the Substitute Trustees to sell the Property in accordance with the terms and provisions of the Deed of Trust.

EXECUTED this 7 day of July, 2023.

FIRST STATE BANK

By: _____

John Richard Jamieson, Executive Vice President

STATE OF TEXAS

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COUNTY OF COOKE

This instrument was acknowledged before me on the 7th day of July, 2023, by John Richard Jamieson, Executive Vice President of First State Bank.



Laure Kuykendall
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Munson, Munson, Cardwell, Tillett & Brown, P.C.
123 South Travis Street
Sherman, Texas 75090
Tel: (903) 893-8161
Fax: (903) 893-1345

AFTER RECORDING RETURN TO:

Munson, Munson, Cardwell, Tillett & Brown, P.C.
123 South Travis Street
Sherman, Texas 75090
Tel: (903) 893-8161
Fax: (903) 893-1345

EXHIBIT "A"

Tract of land containing 501.29 acres, more or less, in the Jesse B. Atkinson Survey, Abstract No. 1, the B. B. B. & C. R. R. Company Survey, Abstract No. 99, the H. H. Nelson Survey, Abstract No. 2368, the J. S. Smith Survey, Abstract No. 2028, the J. Zuber Survey, Abstract No. 1219 and the A. T. McGee Survey, Abstract No. 414, Jack County, Texas, being a part of the tracts conveyed to Ralph Lowell Cooper recorded in Volume 349, Page 806; Volume 384, Page 455; Volume 415, Page 296; Volume 538, Page 284; Volume 585, Page 133; Volume 589, Page 488; Volume 594, Page 376; Volume 595, Page 279 and Volume 632, Page 629, Deed Records of Jack County and being more particularly described as follows:

BEGINNING at a 2 inch cap on a 5/8 inch iron rod set being a Northeast corner of the said Cooper Tracts and the Northwest corner of the Lillie Mae West Tract recorded in Volume 384, Page 453, Deed Records of Jack County on the South line of the John Franklin Townley Tract recorded in Volume 370, Page 107, Deed Records of Jack County;

THENCE South $01^{\circ} 37' 19''$ East for a distance of 1712.75 feet to a 2 inch cap on a 5/8 inch iron rod set at a fence corner being an ell corner of the said Cooper Tracts and the Southwest corner of the said West Tract;

THENCE South $89^{\circ} 52' 04''$ East for a distance of 2000.00 feet to a 2 inch cap on a 5/8 inch iron rod set at a Northeast corner of the said Cooper Tracts and the Southeast corner of the said West Tract on the West line of the Kay Rhodes Murphy Tract recorded in Volume 362, Page 534, Deed Records of Jack County;

THENCE South $01^{\circ} 10' 32''$ East for a distance of 1495.39 feet to a 2 inch cap on a 5/8 inch iron rod found at the Southwest base of a cedar fence corner being a Southeast corner of the said Cooper Tracts, the Southwest corner of the said Murphy Tract and a corner of the Ed Allison Tract recorded in Volume 767, Page 427, Official Public Records of Jack County;

THENCE North $87^{\circ} 39' 43''$ West for a distance of 2517.44 feet to a 2 inch cap on a 5/8 inch iron rod found at a fence corner being a Southwest corner of the said Cooper Tracts and an ell corner of the said Allison Tract;

THENCE North $00^{\circ} 57' 27''$ West for a distance of 1413.89 feet to a 2 inch cap on a 5/8 inch iron rod set at an ell corner of the said Cooper Tracts and a Northeast corner of the said Allison Tract;

THENCE South $89^{\circ} 03' 55''$ West for a distance of 2382.87 feet to a 2 inch cap on a 5/8 inch iron rod found at a fence corner being an ell corner of the said Cooper Tracts and a Northwest corner of the said Allison Tract;

THENCE South $00^{\circ} 58' 09''$ East for a distance of 1284.03 feet to a 2 inch cap on a 5/8 inch iron rod found at a fence corner being an ell corner of the said Cooper Tracts and a Southwest corner of the said Allison Tract;

THENCE North $88^{\circ} 56' 29''$ East for a distance of 414.02 feet to a 2 inch cap on a 5/8 inch iron rod found at a fence corner being a Northeast corner of the said Cooper Tracts and an ell corner of the said Allison Tract;

THENCE South $00^{\circ} 59' 29''$ East for a distance of 467.28 feet to a 2 inch cap on a 5/8 inch iron rod found at a fence corner being an ell corner of the said Cooper Tracts and a Southwest corner of the said Allison Tract;

THENCE North $89^{\circ} 14' 20''$ East for a distance of 878.24 feet to a 1 inch cap on a 3/8 inch iron rod found at an old cedar fence corner being a Northeast corner of the said Cooper Tracts and an ell corner of the said Allison Tract;

THENCE South $00^{\circ} 13' 49''$ West for a distance of 4311.45 feet to a 2 inch cap on a 5/8 inch iron rod set at the most Southerly Southeast corner of the said Cooper Tracts and a Southwest corner of the Keith Blair Tract recorded in Volume 809, Page 212, Official Public Records of Jack County on the North line of the Warren Dale Clark Tract recorded in Volume 799, Page 322, Official Public Records of Jack County;

THENCE South $89^{\circ} 35' 32''$ West for a distance of 2607.52 feet to a 2 inch cap on a $5/8$ inch iron rod set being the most Southerly Southwest corner of this tract on the South line of the said Cooper Tracts and the North line of the said Clark Tract;

THENCE North $00^{\circ} 56' 43''$ West for a distance of 4675.28 feet to a 2 inch cap on a $5/8$ inch iron rod set at an old cedar fence corner within the said Cooper Tracts;

THENCE North $89^{\circ} 29' 13''$ East for a distance of 1031.99 feet to a 2 inch cap on a $5/8$ inch iron rod set in an East-West fence within the said Cooper Tracts;

THENCE North $00^{\circ} 24' 44''$ East for a distance of 5824.13 feet to a 2 inch cap on a $5/8$ inch iron rod set on the South line of Texas Farm Road No. 2127 and the East line of a 50 foot wide strip of land within the said Cooper Tracts;

THENCE South $83^{\circ} 18' 03''$ East for a distance of 50.31 feet to a 2 inch cap on a $5/8$ inch iron rod set on the South line of the said highway being the most Northerly Northeast corner of the said Cooper Tracts and the Northwest corner of the said Townley Tract;

THENCE South $00^{\circ} 24' 44''$ West for a distance of 2732.80 feet to a 2 inch cap on a $5/8$ inch iron rod set at an ell corner of the said Cooper Tracts and the Southwest corner of the said Townley Tract;

THENCE North $89^{\circ} 30' 35''$ East for a distance of 3118.35 feet to the place of beginning.