

NOTICE OF FORECLOSURE 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.

FILED FOR RECORD
SHELBY COUNTY TEXAS
JUL 11 2020
11:00 AM

1. *Property to Be Sold.* The property (including any other collateral pledged under the Deed of Trust [defined below]) to be sold is located in **Shelby County, Texas** and is more fully described on Exhibit A attached hereto. The real property and personal property being sold is the same property described in the Deed of Trust.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust and Security Agreement dated August 18, 2016, executed by Johnny B. Lewis, an individual, and Linda Lewis, an individual (jointly and severally, “Debtors”), to J. Ken Muckelroy, as trustee, for the benefit of First Financial Bank, F.S.B. (“Bank”), recorded on August 22, 2016, as Instrument No. 2016002558 of the Official Public Records of Shelby County, Texas (the “Deed of Trust”).

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

Date: July 7, 2020

Time: The sale will begin no earlier than 1:00 P.M. and no later than three hours thereafter.

Place: The sale will occur at the front steps on the Shelby County Courthouse located at 200 San Augustine Street, Center, Texas 75935.

In the event Bank decides to postpone, withdraw, or reschedule the sale for another day, 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. The reposting or refileing 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 Bank thereunder to have the bid credited to the Note (defined below) 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. 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 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.

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 deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust.

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, (a) the Note (the "Note"), dated August 18, 2016, having an original principal balance of \$555,000.00, executed by Debtors, and payable to the order of Bank, and (b) penalties and interest. In addition, the Note and the Deed of Trust provide for reimbursement to the holder of the Note of its reasonable attorney's fees and expenses incurred in collecting this debt.

7. *Default and Request to Act.* Default has occurred under the Deed of Trust and the Note, and Bank 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.

[Signature Page Follows]

EXECUTED to be effective as of June 16, 2020.



SUBSTITUTE TRUSTEE
MURPHY SAYRE
OR SHERYL LAMONT
OR ROBERT LAMONT
OR DONNA CADDENHEAD
OR ALLAN JOHNSTON
OR RONNIE HUBBARD
OR PENNEY THORNTON

c/o Bell Nunnally & Martin LLP
2323 Ross Avenue, Suite 1900
Dallas, Texas 75201

AFTER RECORDING, RETURN TO:

**Murphy Sayre
Bell Nunnally & Martin LLP
2323 Ross Avenue, Suite 1900
Dallas, Texas 75201
Telephone: (214) 740-1400**



Posted by Sheryl Lamont

06-16-2020

Exhibit A

Legal Description of the Property

BEING 35.94 acres of land, more or less, a part of the MASON M. VANN SURVEY, A-752, Shelby County, Texas, and being the land described in the Warranty Deed from Thomas Austin Oliver to McDonald Poultry Farm, a Texas General Partnership, Douglas Roy McDonald and wife, Laurie McDonald and Jimmy Lee McDonald and wife, Sylvia McDonald, dated June 24, 1999, recorded in Vol. 860, Page 457, Official Public Records, Shelby County, Texas, Warranty Deed from Laurie McDonald to Douglas Roy McDonald, dated January 30, 2006, recorded in Vol. 1039, Page 55, Official Public Records, Shelby County, Texas and Warranty Deed from Sylvia McDonald, a single woman, to Jimmy Lee McDonald, a single man, dated February 12, 2013, recorded under Instrument No. 2013000803, Official Public Records, Shelby County, Texas, and being described by metes and bounds as follows, to-wit:

BEGINNING at a point in the center of said Straw Creek, said point being the SEC of the above referenced 16.84 acre tract and the NEC of a 40 acre tract conveyed by Melvin Jones to Bernard E. Jones, by deed recorded in Vol. 458, Page 47, Deed Records, said creek is also the Western boundary of a 125.485 acre tract described in a Release of Lien from Shelby Savings to J. C. Morse, by Instrument recorded in 2) S. 83 deg. 34 min. 04 sec. E. a distance of 62.37 ft. to a point; Vol. 709, Page 273, Deed Records, a 3/8 inch iron rod found for a witness corner brs. S. 85 deg. 00 min. 00 sec. W. a distance of 30 feet from said point;

THENCE S. 85 deg. 00 min. 00 sec. W. (bearing base) with the S. line of the said 16.84 acre tract for a distance of 720.31 feet to a 3/8 inch iron rod found in the E. right-of-way line of the Burlington Northern and Santa Fe Railroad said rod being 100 feet perpendicular of the centerline of said railroad;

THENCE N. 5 deg. 10 min. 19 sec. W. with said right-of-way for a distance of 667.63 feet to a 3/8 inch iron rod set for the point of curvature of a tangent curve, concave to the E., having a radius of 2764.79 feet and a central angle of 11 deg. 51 min. 00 sec.;

THENCE Northerly with said right-of-way line and along said curve, a distance of 571.82 feet to a 3/8 inch iron rod set for the point of tangency of said curve;

THENCE N. 6 deg. 37 min. 09 sec. E. with said right-of-way line a distance of 743.62 feet to a point where the said right-of-way line and W. boundary of the said 19.683 acre tract intersect the center of a County Road;

THENCE with the meanders of the County Road as follows:

- 1) S. 75 deg. 37 min. 00 sec. E. a distance of 38.76 ft. to a point;
- 2) S. 83 deg. 34 min. 04 sec. E. a distance of 62.37 ft. to a point;
- 3) N. 85 deg. 00 min. 55 sec. E. a distance of 73.21 ft. to a point;
- 4) N. 79 deg. 35 min. 29 sec. E. a distance of 90.63 ft. to a point;
- 5) N. 85 deg. 27 min. 09 sec. E. a distance of 82.36 ft. to a point;
- 6) S. 72 deg. 38 min. 28 sec. E. a distance of 54.15 ft. to a point;
- 7) S. 47 deg. 59 min. 15 sec. E. a distance of 54.35 ft. to a point;
- 8) S. 39 deg. 49 min. 29 sec. E. a distance of 303.55 ft. to a point;
- 9) S. 36 deg. 37 min. 15 sec. E. a distance of 310.11 ft. to a point;
- 10) S. 37 deg. 48 min. 06 sec. E. a distance of 285.94 ft. to a point;
- 11) S. 39 deg. 38 min. 02 sec. E. a distance of 39.85 ft. to a point;
- 12) S. 46 deg. 36 min. 05 sec. E. a distance of 29.91 ft. to a point;
- 13) S. 53 deg. 30 min. 32 sec. E. a distance of 46.04 ft. to a point;
- 14) S. 70 deg. 10 min. 37 sec. E. a distance of 59.82 ft. to a point;
- 15) S. 81 deg. 46 min. 24 sec. E. a distance of 58.10 ft. to a point;
- 16) S. 86 deg. 24 min. 30 sec. E. a distance of 33.80 ft. to a point on a bridge where the said centerline of said road and the centerline of said creek intersect;

THENCE with the meanders of Straw Creek as follows:

- 1) S. 16 deg. 36 min. 17 sec. E. a distance of 221.24 ft. to a point;
- 2) S. 53 deg. 11 min. 46 sec. W. a distance of 70.17 ft. to a point;
- 3) S. 73 deg. 38 min. 32 sec. W. a distance of 57.81 ft. to a point;
- 4) N. 43 deg. 57 min. 09 sec. W. a distance of 103.38 ft. to a point;
- 5) N. 27 deg. 48 min. 29 sec. W. a distance of 54.09 ft. to a point;

- 6) N. 48 deg. 53 min. 06 sec. W. a distance of 42.84 ft. to a point;
- 7) N. 00 deg. 41 min. 50 sec. W. a distance of 88.95 ft. to a point;
- 8) N. 77 deg. 11 min. 25 sec. W. a distance of 99.84 ft. to a point;
- 9) N. 40 deg. 32 min. 48 sec. W. a distance of 48.35 ft. to a point;
- 10) S. 87 deg. 56 min. 31 sec. W. a distance of 28.54 ft. to a point;
- 11) S. 10 deg. 47 min. 12 sec. E. a distance of 116.44 ft. to a point;
- 12) S. 49 deg. 26 min. 03 sec. E. a distance of 48.32 ft. to a point;
- 13) S. 76 deg. 35 min. 13 sec. E. a distance of 47.11 ft. to a point;
- 14) S. 02 deg. 25 min. 47 sec. E. a distance of 64.73 ft. to a point;
- 15) S. 34 deg. 44 min. 32 sec. W. a distance of 28.13 ft. to a point;
- 16) S. 51 deg. 54 min. 49 sec. W. a distance of 62.91 ft. to a point;
- 17) N. 51 deg. 30 min. 28 sec. W. a distance of 79.94 ft. to a point;
- 18) N. 34 deg. 30 min. 59 sec. W. a distance of 106.21 ft. to a point;
- 19) N. 77 deg. 40 min. 01 sec. W. a distance of 73.44 ft. to a point;
- 20) S. 83 deg. 04 min. 52 sec. W. a distance of 8.06 ft. to a point;
- 21) S. 13 deg. 35 min. 15 sec. W. a distance of 264.89 ft. to a point;
- 22) S. 08 deg. 26 min. 46 sec. E. a distance of 42.29 ft. to a point;
- 23) S. 28 deg. 59 min. 55 sec. E. a distance of 71.42 ft. to a point;
- 24) S. 07 deg. 25 min. 20 sec. E. a distance of 28.25 ft. to a point;
- 25) N. 85 deg. 35 min. 05 sec. W. a distance of 96.08 ft. to a point;
- 26) S. 03 deg. 30 min. 40 sec. W. a distance of 94.51 ft. to a point;
- 27) S. 13 deg. 46 min. 05 sec. W. a distance of 57.88 ft. to a point;
- 28) S. 00 deg. 24 min. 39 sec. W. a distance of 73.02 ft. to a point;
- 29) S. 58 deg. 08 min. 33 sec. E. a distance of 76.40 ft. to a point;
- 30) S. 17 deg. 48 min. 59 sec. E. a distance of 77.01 ft. to a point;
- 31) S. 09 deg. 15 min. 04 sec. E. a distance of 68.02 ft. to a point;
- 32) S. 47 deg. 59 min. 24 sec. W. a distance of 75.59 ft. to a point;
- 33) N. 71 deg. 47 min. 18 sec. W. a distance of 100.21 ft. to a point;
- 34) S. 61 deg. 47 min. 45 sec. W. a distance of 66.03 ft. to a point;
- 35) S. 80 deg. 59 min. 44 sec. E. a distance of 232.43 ft. to the POINT of BEGINNING, containing 35.94 acres of land, more or less.