

NOTICE OF FORECLOSURE SALE

FILED FOR RECORD
RUSK COUNTY, TEXAS

2022 JAN 11 AM 10:21

TRUDY MCGILL
RUSK COUNTY CLERK
BY KI DEPUTY

Notice is hereby given of a public nonjudicial foreclosure sale.

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: June 10, 2019

Grantor(s): Justin Paul Parker

Beneficiary: Austin Bank, Texas N.A.

Substitute Trustee: Drew Gillen

Recording Information: Deed of Trust recorded in Volume No. 3650 Page 145, of the Official Public Records of Rusk County, Texas.

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

All that certain lot or parcel of land being Lot Seven (7) of the B.E. Strong Subdivision, and containing 60 ft. front 103 ft. East 8/L and being part of the F.J. Starr Survey, to the City of Henderson, Rusk County, Texas, according to the map or plat of said subdivision, as the same appears of record in Volume 254, Page 627, of the Deed Records of Rusk County, Texas.

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

Date: February 2, 2022

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: Rusk County Courthouse in Henderson, Texas, at the following location:
In the area of such Courthouse designated by the Rusk County Commissioners' Court as the area where foreclosure sales shall take place, or, if no such area has been designated, then within 25 feet at or near and including the outside steps and the main hall of the west entrance of the Rusk County Courthouse, in Henderson, 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 Justin Paul Parker. The deed of trust is dated June 10, 2019, and is recorded in the office of the County Clerk of Rusk County, Texas, in Volume No. 3650 Page 145, of the Official Public Records of Rusk 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 June 10, 2019 promissory note in the original principal amount of \$49,600.00, executed by Justin Paul Parker and Taylor Parker, and payable to the order of Austin Bank, N.A.; (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). Austin Bank, N.A. 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, Austin Bank, N.A., Attention: Shannon Seay, telephone 903-759-3828.

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: January 10, 2022



Drew Gillen, Substitute Trustee
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drew@gillenandgillen.com

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.

