## **Notice of Substitute Trustee Sale**

T.S. #: 25-15110

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.

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

Date:

9/2/2025

Time:

The sale will begin no earlier than 1:00 PM or no later than three hours thereafter.

The sale will be completed by no later than 4:00 PM

Place:

Lamar County Courthouse in Lamar, Texas, at the following location: 119 N. Main St, Paris, TX 75460 - or in the area designated by the commissioners court. OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY

CODE

Property To Be Sold - The property to be sold is described as follows:

## SEE ATTACHED EXHIBIT "A"

Instrument to be Foreclosed – The instrument to be foreclosed is the Deed of Trust is dated 9/6/2024 and is recorded in the office of the County Clerk of Lamar County, Texas, under County Clerk's File No 216763-2024 recorded on 9/11/2024 in Book Page of the Real Property Records of Lamar County, Texas.

646 S. Main Street Paris, TX 75460

Trustor(s):

ACHR PROPERTIES LLC

AND ALBERT V. RICHEY

Original Beneficiary: AND CYNTHIA A. RICHEY

**Tarrant County's Credit** 

Union

Current Beneficiary: **Tarrant County's Credit Union** 

Loan Servicer:

**Tarrant County's Credit** 

Current Substituted

Trustees:

Auction.com, Richard Paul Carr Jr, Harriett Fletcher, Ronnie Hubbard, Sheryl LaMont, David Sims, Sharon St. Pierre, Margaret Rosanne Kayl, Michael Turner,

Jabria Foy, Heather Golden, Rick Snoke, Prestige Default Services, LLC

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

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. 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 Deed of Trust, 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 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



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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.

Type of sale - The present Beneficiary under the Deed of Trust has elected to conduct a unified foreclosure sale pursuant to the provisions of Texas Business and Commercial Code § 9.604 (a) and to include in the non-judicial foreclosure pursuant to the power of the sale granted by the deed of trust described in this Notice of Trustee's Sale all of the personal property and fixtures described in the Deed of Trust. The present Beneficiary reserves the right to revoke its election as to some or all of said personal property and/or fixtures, or to add additional personal property and/or fixtures to the election herein expressed, at the present Beneficiary's sole election, from time to time and at any time until the consummation of the trustee's sale to be conducted pursuant to the Deed of Trust and Notice of Trustee's Sale. The real property and personal property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

Obligations Secured - The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including by not limited to (1) the promissory note in the original principal amount of \$275,000.00, executed by ACHR PROPERTIES LLC, A TEXAS LIMITED LIABILITY COMPANY, and payable to the order of Tarrant County's Credit Union; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of ACHR PROPERTIES LLC, A TEXAS LIMITED LIABILITY COMPANY to ACHR PROPERTIES LLC AND CYNTHIA A. RICHEY AND ALBERT V. RICHEY. Tarrant County's Credit Union is the current owner and holder of the Obligations and is the beneficiary under the Deed of Trust.

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the Note and all other amounts lawfully owing under the Note, the Deed of Trust, and all of the other associated loan documents, including, without limitation, all interest, default interest, late charges, advances, attorneys' fees and other costs and expenses.

Questions concerning the sale may be directed to the undersigned or to the beneficiary: Tarrant County's Credit Union
16803 Dallas Parkway, Suite 320
Addison, Texas 75001
925-284-0237

Dated:	

Auction.com, Richard Paul Carr Jr, Harriett Fletcher, Ronnie Hubbard, Sheryl LaMont, David Sims, Sharon St. Pierre, Margaret Rosanne Kayl, Michael Turner, Jabria Foy, Heather Golden, Rick Snoke, Prestige Default Services, LLC

Prestige Default Services, LLC 16801 Addison Road, Suite 350 Addison, Texas 75001 Phone: (972) 893-3096 ext. 1035

Fax: (949) 427-2732

AFTER RECORDING, PLEASE RETURN TO: Prestige Default Services, LLC 16801 Addison Road, Suite 350 Addison, Texas 75001 Atm: Trustee Department

## EXHIBIT A Legal Description

The land hereinafter referred to is situated in the City of Paris, County of Lamar, State of TX, and is described as follows:

A part of the Larkin Rattan Survey, Abst. No. 778, within the corporate limits of the City of Paris, being part of Lot No. 6 in City Block No. 148 conveyed to Wade W. Bretz by deed of record in Book 427, Page 16, Lamar County Real Property Records; described by metes and bounds as follows:

Beginning at an iron pin in the WB line of South Main Street at the NE corner of Lot No. 6 above mentioned, this point being 287.74 feet North from an iron pin at the intersection of the WB line of South Main Street and the NB line of Washington Street;

THENCE South with the WB line of South Main Street 80.22 feet to a hole chiseled in the center of a concrete drive;

THENCE South 89 Deg. 47 Min. 59 Sec. West with the center of said concrete drive 82.97 feet to a hole chiseled in such drive:

THENCE North 0 Deg. 4 Min. 51 Sec. West 21,3 feet, an iron pin;

THENCE South 88 Deg. 48 Min. 11 Sec. West 35.91 feet, an iron pin at an ell corner of Lot No 6;

THENCE North 0 Deg. 7 Min. 27 Sec. East 59.98 feet, an iron pin at the Northerly NW corner of Lot No. 6;

THENCE South 89 Deg. 59 Min, 25 Sec. East 118.77 feet to the place of beginning,

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.