

Notice of Foreclosure Sale

May 9, 2025

Deed of Trust ("Deed of Trust"):

Dated: July 3, 2018

Grantor: Tammy Joyce Aubrey, a married person

Trustee: Chris W. Fitzgerald

Trustee's Address: P.O. Box 651, Paris, Texas, 75461 (Mail Only); 32 W Plaza Street, Paris, Texas 75460

Lender: Leroy Bowers and wife, Oleta Marie Bowers

Recorded in: Instrument No. 154422-2018, Lamar County Official Public Records

Legal Description: See Exhibit "A" attached hereto and made a part hereof.

Secures: Promissory Note ("Note") in the original principal amount of \$28,000.00, executed by Tammy Joyce Aubrey, a married person ("Borrower") and payable to the order of Lender

Foreclosure Sale:

Date: Tuesday, June 3, 2025

Time: The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 10:00 a.m.

Place: The East foyer, First Floor of the Lamar County Courthouse, 119 N. Main Street, Paris, Lamar County, Texas 75460

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Lender bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lance Woodard, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

RECEIVED BY
LAMAR COUNTY CLERKS OFFICE
ON THIS THE 9th DAY OF May, 2025.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Lance Woodard passes the Foreclosure 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 Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lance Woodard. 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 "AS IS," without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

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.

A handwritten signature in blue ink, appearing to read "Chris W. Fitzgerald", is written over a horizontal line.

Chris W. Fitzgerald, Substitute Trustee

EXHIBIT "A"

TRACT ONE:

A part of the Asa Jarman Survey within the corporate limits of the City of Paris, on the North side of Maple Avenue in City Block No. 197; described by metes and bounds as follows:

BEGINNING at a stake in the NB line of Maple Avenue at the SW corner of a lot conveyed by H. Y. Hester et ux. to W. L. McCrummen by deed of record in Book 146, Page 445, Lamar County Deed Records;

THENCE EAST with the NB line of Maple Avenue 45 feet;

THENCE NORTH 181.5 feet;

THENCE WEST 45 feet, a stake;

THENCE SOUTH 181 feet to the place of beginning, and being the same property described in deed to Sarah Joyce Lee dated October 11, 1976, of record in Book 584, Page 177, Lamar County Deed Records; reference being made to all the above mentioned instruments and records for all necessary purposes.

TRACT TWO:

A part of the Asa Jarman Survey within the corporate limits of the City of Paris, described by metes and bounds as follows:

BEGINNING at a stake in the NB line of Maple Avenue (formerly W. Houston Street), this point being the SW corner of a 1-acre tract of land conveyed by John Brasher et ux. to J. Y. and H. Y. Hester by deed of record in Book 98, Page 258, Lamar County Deed Records;

THENCE NORTH 151 feet, a stake;

THENCE WEST 60 feet, a stake;

THENCE SOUTH 151 feet, a stake in the NB line of Maple Avenue;

THENCE EAST with said NB line 60 feet to the place of beginning, and being the same property described in deed to W. L. Lee and wife, Doris Lee, dated June 23, 1936, of record in Book 245, Page 383, Lamar County Deed Records; reference being made to all the above mentioned instruments and records for all necessary purposes.