

FILED FOR RECORD  
IN MY OFFICE  
AT 10:10 O'CLOCK 11 M. 11

RECORDING REQUESTED BY:

DEC 10 2019

WHEN RECORDED MAIL TO:

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY J. McDonald DEPUTY

Sheryl LaMont, Robert LaMont, Ronnie Hubbard,  
Sharon St. Pierre, Allan Johnston, Ramiro Cuevas,  
Aurora Campos, Jonathan Harrison, Shawn Schiller,  
Patrick Zwiers, Darla Boettcher, Dana Kamin, Lisa  
Bruno, Ronda Tyler, Meryl Olsen, Vanessa McHaney  
c/o Malcolm Cisneros/Trustee Corps  
17100 Gillette Avenue  
Irvine, CA 92614  
(949) 252-8300

TS No TX07000137-14-3S

APN 574 | 25895

TO No 191120384

### NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on March 29, 2013, BENTERIOUS J ANDERSON AND CHARLENE L ROQUEMORE, HUSBAND AND WIFE as Grantor/Borrower, executed and delivered that certain Deed of Trust in favor of STEVE HOLMES LAW FIRM, P.C. as Trustee, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, as nominee for R.H. LENDING, INC., its successors and assigns, as original Beneficiary, which Deed of Trust secures the payment of that certain Promissory Note of even date therewith in the original amount of \$131,572.00, payable to the order of First Guaranty Mortgage Corporation as current Beneficiary, which Deed of Trust recorded on April 5, 2013 as Document No. 173720 in Book OR VOL: 1719, on Page 535 and that said Deed of Trust was modified by Modification Agreement and recorded December 2, 2013 as Instrument Number 179668 in Book OR VOL: 1756, on Page 578 and an Affidavit of Scrivener's Error recorded on August 8, 2013 as Instrument No. 176985 in Book 1740, on Page 348 in Panola County, Texas. Deed of Trust covers all of the real property described therein, including, but not limited to, all of the following described property, rights and interests (the "Property"), to-wit: **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

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WHEREAS, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed **Sheryl LaMont, Robert LaMont, Ronnie Hubbard, Sharon St. Pierre, Allan Johnston, Ramiro Cuevas, Aurora Campos, Jonathan Harrison, Shawn Schiller, Patrick Zwiers, Darla Boettcher, Dana Kamin, Lisa Bruno, Ronda Tyler, Meryl Olsen, Vanessa McHaney** or either of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust; and

WHEREAS, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and **First Guaranty Mortgage Corporation**, the legal holder of such indebtedness and the liens securing same has requested either one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust.

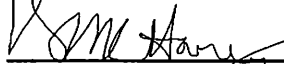
NOW THEREFORE, NOTICE IS HEREBY GIVEN that on **Tuesday, January 7, 2020 at 10:00 AM**, no later than three (3) hours after such time, being the first Tuesday of such month, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place in Panola County, Texas, at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a Deed of Trust or other contract lien as follows: **Panola County Courthouse, 110 S. Sycamore, Cathage, TX 75633, or in the area designated by the Commissioner's Court.**

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of and First Guaranty Mortgage Corporation's election to proceed against and sell both the real property and any personal property described in said Deed of Trust in accordance with and First Guaranty Mortgage Corporation's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

NOTICE IS FURTHER GIVEN, that except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust. Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "as is", "where is" condition. Conveyance of the Property shall be made without any representations or warranties whatsoever, expressed or implied. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters and are advised to conduct an independent investigation of the nature and physical condition 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 expressed or implied warranties, except as to the warranted.

WITNESS, my hand this 2 day of December, 2019.

  
By: ~~Sheryl LaMont, Robert LaMont, Ronnie Hubbard, Sharon St. Pierre, Allan Johnston, Ramiro Cuevas, Aurora Campos, Jonathan Harrison, Shawn Schiller, Patrick Zwiers, Darla Boettcher, Dana Kamin, Lisa Bruno, Ronda Tyler, Meryl Olsen, Vanessa McHaney~~ Sheryl LaMont 12-10-19  
Substitute Trustee(s)

**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.**

**SALE INFORMATION CAN BE OBTAINED ONLINE AT [www.Auction.com](http://www.Auction.com)  
FOR AUTOMATED SALES INFORMATION PLEASE CALL: [Auction.com](http://Auction.com) at 800.280.2832**

FOR REINSTATEMENT / PAY OFF REQUESTS CONTACT: (949) 252-8300  
THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

## EXHIBIT A

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A 1.014 ACRE LOT, TRACT OR PARCEL OF LAND SITUATED IN THE JOHN PARMER SURVEY, ABSTRACT NO. 899 PANOLA COUTNY, TEXAS, AND BEING PART OF THAT CERTAIN 2.00-ACRE TRACT OF LAND CONVEYED TO PAUL ANDERSON AND RECORDED IN VOLUME 815, PAGE 297 OF THE DEED RECORDS PANOLA COUTNY, SAID 1.014-ACRES BEING MORE FULLY DESCRIBED AS FOLLOWS

Beginning at a fence corner post found in the westerly right-of-way line of FM No. 79 the southeast corner of the Larry Pate tract set out in Volume 819 Page 359 of said Records and the northeast corner of said 2.00-acre tract;

Thence with the westerly right-of-way line of FM No. 79 the following (2) two courses and distances

S 40° 39' 56" W a distance of 276.88 feet to a concrete monument;

S 65° 22' 02" W a distance of 157.67 feet to a concrete monument in the north right-of-way line of OR No. 315;

Thence with the easterly line of a 1.009-acre tract of land conveyed to Benterious J. Anderson in Volume 1506 Page 597 of said Records the following (2) two courses and distances

N 02° 14' 09" E a distance of 116.57 feet to a 1/2-inch iron rod;

N 36° 07' 29" E a distance of 205.28 feet to a 1/2 inch iron rod found in the north line of said 2.00-acre tract and the northeast corner of said 1.009-acre tract;

Thence S 88° 06' 16" E with the north line of said 2.00-acre tract a distance of 198.28 feet to the Point of Beginning having and area of 44176.24 square feet, 1.014 acres.

NOTE: THIS COMPANY DOES NOT REPRESENT THAT THE ACREAGE OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.