

FILED FOR RECORD  
IN MY OFFICE

AT 10:10 O'CLOCK A M     

NOV 12 2019

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY G. Goldman DEPUTY

NOTICE OF FORECLOSURE SALE

1. Foreclosure Sale.

Date of Sale: December 3, 2019  
Time of Sale: The sale shall begin no earlier than 10:00 a.m., and shall end no later than 3 hours after, or by 1:00 p.m.  
Place of Sale: At the Panola County Courthouse located at 110 Sycamore St. Carthage Tx. At the following location. Steps on the East side of the County Courthouse.

2. Lien Instrument:

Date of Instrument: February 16, 2015  
Name of Instrument: Retail Installment Contract  
Grantor(s): Mary A. Davis  
Substitute Trustees:  
Address: 9428 Rear Linwood Shreveport, La. 71106  
Lender & Holder: Mary A. Davis  
Recording location: Document No. 188456, Volume 1813, Page 480 of the real property records of Panola County, Texas.

Legal Description: Being all that certain 3.012 acre tract of land situated in the Elijah Williams Survey abstract number 707, Panola County, Tx., being a portion of the residue of that certain tract of land describing as containing 12.569 acre tract of land (6.024 acres by resurvey) as conveyed from Roselyn Land to Mary A. Davis and Sharon L. Jernigan by the Warranty Deed, recorded on July 20<sup>th</sup> 2011, in volume 1631, page 831 of the official public records (O.P.R.) of Panola County, Tx., surveyor's note: the aforementioned deed incorrectly states the

abstract number for the Williams survey to be 635 which correctly stated is 707 as stated above and the said 3.012 acre tract being more particularly described by meets and bounds on exhibit "A" attached hereto and incorporated herein for all purposes.

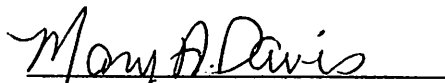
**3. Debt Secured.**

Date of Instrument:	February 16, 2015
Name of Instrument:	Retail Installment Contract
Debtor(s):	Mary A. Davis
Lender & Holder:	Mary A. Davis
Original amount:	\$69,999.00

- 4. Default and Request to Act:** Default has occurred in the payment of the Retail Installment Contract and in the performance of the obligations of the Retail Installment Contract. Because of that default, Mary A. Davis the owner and holder of the Retail Installment Contract, has requested Substitute Trustee to sell the Property. Therefore, notice is given that on and at the Date, Time and Place for Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described below, the Deed of Trust, and the Texas Property Code.
- 5. Postponement, Withdrawing, or Rescheduling of the Sale** - The Retail Installment Contract permits the Holder to postpone, withdraw, or reschedule the sale for another day. In that case, the Substitute Trustee need not appear at the scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of any rescheduled foreclosure sale will be re-posted and re-filed, and may be after the date originally scheduled for this sale.
- 6. Terms of Sale.** sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Retail Installment Contract permitting the Holder to have the bid credited up to the amount of the unpaid debt secured by the Retail Installment Contract. 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 Retail Installment Contract. Prospective bidders are reminded that, by law, the sale will be subject to all prior matters of record affecting the property. Prospective bidders are strongly urged to examine the property records to determine the nature and extent of such matters, if any.
- 7. Property Sold "AS IS."** 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 Retail Installment Contract. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

8. Conditions. 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.
9. Inquiries. Questions concerning the sale may be directed to the undersigned Agent for the Lender
10. 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.
11. THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEES IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE AUTHORIZED AGENT OF THE LENDER AND HOLDER.

DATED November 12, 2019

  
Mary A. Davis  
9428 Rear Linwood  
Shreveport. La. 71106  
318-393-1947