

**NOTICE OF FORECLOSURE SALE**

**AUG 14 2017**

Notice is hereby given of a public nonjudicial foreclosure sale.

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY T. Endrey DEPUTY

1. **Property To Be Sold.** The property to be sold is described as follows:

All property (real, personal or otherwise) described in the Deed of Trust (as hereinafter defined), together with the rights, appurtenances and improvements thereto, including, but not limited to, the real property described on **Exhibit A** attached hereto and made a part hereof. In the event any property encumbered by the Deed of Trust has been released by Lender (or its predecessor in interest, as applicable), then said released property shall be excluded from the property sold at foreclosure.

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

**Date: Tuesday, September 5, 2017.**

**Time: The sale shall begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale shall be completed by no later than 1:00 p.m.**

**Place: The sale will take place at the Panola County Courthouse at the place designated by the Panola County Commissioner's Court.**

The Deed of Trust permits the Lender (as hereinafter defined) 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 and/or Texas Business and Commerce Code. Such reposting or refiled may be after the date originally scheduled for this sale.

3. **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 Lender 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 day the property is sold.

The 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 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. Prospective bidders are strongly

urged to examine the applicable property records to determine the nature and extent of such matters, if any.

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

4. Type of Sale. The sale is a nonjudicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by that certain Deed of Trust (the "Deed of Trust") recorded under Instrument No. 186576, Book 1801, Page 586 in the Real Property Records of Panola County, Texas, and executed by Fred Porter Jr. (whether one or more, the "Grantor"), for the benefit of 21<sup>st</sup> Mortgage Corporation ("Lender"), covering the property described above.

5. Obligations Secured. The Deed of Trust provides that they secure the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on: that certain Consumer Loan Note, Security Agreement and Disclosure Statement (the "Note") dated on or about October 29, 2014, in the maximum principal amount of \$77,840.21, executed by the Grantor and payable to the order of Lender, and all renewals, modifications and extensions of the Note. Lender is the current owner and holder of the Note and the Indebtedness and is the beneficiary under the Deed of Trust.

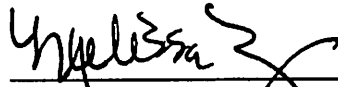
Questions concerning the sale may be directed to the undersigned or to the Lender:

21st Mortgage Corporation  
620 Market Street One Center Square  
Knoxville, TN 37902  
Phone: 800-955-0021  
Fax: 866-231-4851

6. Default and Request To Act. Default has occurred under the Deeds of Trust, and Lender has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale Lender may appoint another person as substitute trustee to conduct the sale.

7. Armed Forces Notice. **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.**

DATED: August 10, 2017.



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Melissa A. McKinney, Substitute Trustee  
Higier Allen & Lantin, P.C.  
The Tower at Cityplace  
2711 N. Haskell Ave., Suite 2400  
Dallas, Texas 75204  
Telephone: (972) 716-1888  
Fax: (972) 716-1899

**\*\*\*PLEASE FAX ALL COMMUNICATIONS REGARDING THIS MATTER TO THE  
SUBSTITUTE TRUSTEE AT 972-716-1899 (FAX), NOTE THE SUBSTITUTE  
TRUSTEE'S NAME ON YOUR COVER SHEET AND CONTACT THE SUBSTITUTE  
TRUSTEE AT 972-716-1888 (PHONE) TO CONFIRM RECEIPT. PLEASE ASSUME  
YOUR FAX HAS NOT BEEN RECEIVED UNTIL YOU VERBALLY CONFIRM  
RECEIPT THEREOF WITH OUR OFFICE. THANKS IN ADVANCE FOR YOUR  
COOPERATION,\*\*\***

**EXHIBIT A**

PROPERTY DESCRIPTION

[FOLLOWS THIS COVER PAGE]

**EXHIBIT "A"**

**All that certain tract, piece or parcel of land being a part of the John Lout Survey, Abstract # 394, located about one half a mile Northeast of the Town of De Berry, Texas, and being the two acre tract of land that was conveyed on the 23rd day of July, 1946, by Ora E. Roquemore to the said L. M. Anderson by Deed that is recorded in Vol. 223, on Page 502 of the Panola County Deed Records and being described as follows:**

**BEGINNING at the Southeast corner of a 62 acre tract of land that was conveyed to J. R. Roquemore by J. D. Furrh et al by Deed dated Nov. 3, 1922, and recorded in Vol. 61, on Page 163, of Panola County Deed Records;**

**THENCE North with Easy boundary line of said 62 acre tract 70 yards to a stake;**

**THENCE West 140 yards to a stake;**

**THENCE South 70 yards to the South Boundary line of said 62 acre tract of land;**

**THENCE East to the place of beginning, containing two acres of land.**