

**NOTICE OF FORECLOSURE SALE**

JUL 10 2023

Notice is hereby given of a public non-judicial foreclosure sale.

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY P. Woodard 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 as the "Deed of Trust"), 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, August 1, 2023.**

**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 refiling 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 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.

4. Type of Sale. The sale is a non-judicial 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. 224166, Book 2075, Page 312 in the Real Property Records of Panola County, Texas, and executed by Jonathan Dwyne Jordan and Stormey Jo Jordan (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 it secures 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 April 9, 2020, 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/or holder of the Note and the Indebtedness and is the beneficiary under the Deed of Trust.

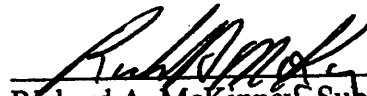
Questions concerning the sale may be directed to the undersigned or to the Lender:


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 Deed 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: July 5, 2023.

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

  
Posted by Sheryl LaMont, July 10, 2023.

**\*\*\*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]

All that certain 2,000 acre tract of land, a part of the ELLIJAH MORRIS SURVEY, Abstract No. 432, Parola County, Texas, and being a part of that certain 8,200 acre tract of land described as Tract No. 4, allotted to Bob Newman, Jr., in a Partition Agreement by and between Bob Newman, Jr., Tammy Joek, Jerry Newman, Brandon Newman, Sheila Newman, Thelma Newman, and Richard Newman, dated May 4, 2018, recorded in Vol. 1979, Page 245 of the Official Public Records of Parola County, Texas, and the said 2,000 acre subject tract is more particularly described as follows:

BEGINNING at a 1/2-inch iron rod found for the Northeast corner of the said 8,200 acre parent tract at a fence corner in the West Right-of-Way line of the Burlington-Northern and Santa Fe Railway, also being the West margin of Santa Fe Street;

THENCE South 27° 46' 24" East with the said Railway Right-of-Way line and the East boundary line of the parent tract a distance of 31.77 feet to a 1/4-inch iron rod set for a corner;

THENCE South 81° 25' 29" West a distance of 170.39 feet to a 1/4-inch iron rod set for a corner;

THENCE South 8° 34' 31" East a distance of 178.39 feet to a 1/4-inch iron rod set for a corner;

THENCE South 81° 23' 29" West a distance of 415.02 feet to a 1/4-inch iron rod set for a corner in the East boundary line of that certain called 1,000 acre tract of land described in a deed from Vanderbilt Mortgage and Finance, Inc., to Frankie N. Nugent, et ux, Mary Ann Nugent, et dated November 1, 2014, recorded in Vol. 1802, Page 495 of the said Official Public Records, at a point which bears North 2° 40' 51" East a distance of 54.07 feet from a 1/4-inch iron rod found for the Southeast corner;

THENCE North 2° 40' 51" East with the East boundary line of the said called 1,000 acre tract a distance of 212.48 feet to a 1/4-inch iron rod found for the Northeast corner, same being an all corner in the North boundary line of the said 8,200 acre parent tract;

THENCE North 81° 25' 29" East generally with a fence along the North boundary line of the said parent tract a distance of 333.49 feet to the Point of Beginning, containing a total area of 2,000 acres.