

NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE

AT 2 O'CLOCK P M
NOV 29 2018

AMY FINCHER
County Clerk, County Court at Law
Angelina County, Texas

Assert and protect your rights as a member of the armed forces of the United States, or you 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.

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

BEING all that certain tract or parcel of land lying and situated in Angelina County, Texas out of the JOHN KELLEY SURVEY, ABSTRACT NO. 400 and being a part or portion of that certain 4.77 acre tract of land described in a Deed from James Clement Young et ux to Billy D. Jones et ux, dated September 30, 1968 and recorded in Volume 351, on Page 48 of the Deed Records of Angelina County, Texas to which reference is hereby made for all purposes and the said part or portion being described by metes and bounds as follows, to-wit:

BEGINNING at the Northeast corner of the aforesaid referred to 4.77 acre tract, same being the most Northern Northwest corner of that certain 65.08 acre tract of land described in a Contract of Sale and Purchase between the Veterans Land Board of Texas and Billy Daniel Jones, dated October 8, 1968 and recorded in Volume 351, on Page 85 of the Deed Records of Angelina County, Texas, a 1/2" iron pipe found for corner on the South R. O. W. line of State Highway No. 7;

THENCE S 01° 13' 35" E, with the East Boundary line of the said 4.77 acre tract and with the most Northern West Boundary line of the aforesaid referred to 65.08 acre tract, at 638.35 feet, the Southeast corner of the said 4.77 acre tract, same being an ell corner of the said 65.08 acre tract, a 1/2" iron pipe found for corner;

THENCE S 88° 46' 25" W, with the South Boundary line of the said 4.77 acre tract and with a North Boundary line of the said 65.08 acre tract, at 177.29 feet, a 1/2" iron rod set for corner;

THENCE N 01° 13' 35" W, at 532.35 feet, intersect the North boundary line of the said 4.77 acre tract, same being the South R. O. W. line of the aforesaid State Highway No. 7, a 1/2" iron rod set for corner;

THENCE N 57° 53' 49" E, with the North Boundary line of the said 4.77 acre tract and with the South R. O. W. line of the said State Highway No. 7, at 206.57 feet, the point and place of beginning and containing 2.382 acres of land, more or less.

Commonly known as: Rt 1 State Highway 7, Pollock, TX 75969

2. Instrument to be Foreclosed. The instrument to be foreclosed is the deed of trust to Mid-County Teachers Credit Union, recorded on 03/21/1996 as Vol 1049 Page 25-30 in the real property records of Angelina County, Texas. The holder or servicer of the instrument is: MCT Credit Union.

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

Date: 01/02/2019

Time: The sale will begin no earlier than 1:00pm or no later than three hours thereafter. The sale will be completed by no later than 4:00 P.M.

Place: THE ANGELINA COUNTY COURTHOUSE ANNEX 606 EAST LUFKIN AVE, LUFKIN, TX IN THE HALLWAY OUTSIDE THE COMMISSIONER'S COURTROOM ADJACENT TO THE ATRIUM; OR THE FRONT STEPS OF THE MAIN ENTRANCE TO THE ANGELINA COUNTY COURTHOUSE IF THE COURTROOM IS CLOSED FOR HOLIDAYS OR ELECTIONS., or any other area designated by the County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place, or if no place is designated by the Commissioners Court, the sale will be conducted at the place where the Notice of Trustee's Sale was posted.

The deed of trust permits the beneficiary 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. The reposting or refiled may be after the date originally scheduled for this sale.

4. 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 beneficiary thereunder 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 their bid immediately in cash if their bid is accepted.

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. The sale shall not cover any part of the property that has been released of public record from the lien of 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.

If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the mortgagor, the mortgagee, or the mortgagee's attorney.

Pursuant to the deed of trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part 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 express or implied warranties, except as to the warranties of title (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 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

5. Type of Sale. The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Ray R. Abney and Virginia B. Abney.

6. Obligations Secured. The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of \$72,867.35, executed by Ray R. Abney and Virginia B. Abney, and payable to the order of Mid-County Teachers Credit Union; (b) all renewals and extensions of the note; (c) any and all present and future indebtednesses of Ray R. Abney and Virginia B. Abney to Mid-County Teachers Credit Union. MCT Credit Union is the current holder of the Obligations and is the beneficiary under the deed of trust.

7. Default and Request to Act. Default has occurred under the deed of trust, and the beneficiary has requested Names: Texas Foreclosure Management Corporation d/b/a Foreclosure Network of Texas Sheryl LaMont, Robert LaMont, David Sims, Harriett Fletcher, Allan Johnston, Sharon St. Pierre, Ronnie Hubbard, Karen Lilley, 10406 Rockley Rd., Houston, TX 77099, Brian Sayer, C. Morgan Lasley, Shannon E. Coleman, and Julie Mayer, 925 E. 4th St., Waterloo, IA 50703 as Substitute Trustees, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person as Substitute Trustee to conduct the sale.

8. Acceleration. Default has occurred in the payment of the Indebtedness secured by the deed of trust. Therefore, the beneficiary accelerates the maturity of the Indebtedness and declares the entire Indebtedness immediately due and payable.


28 Nov 2018
Substitute Trustee, C. Morgan Lasley

Sent to obligors via certified mail by The Sayer Law Group, P.C., 925 E. 4th St., Waterloo, IA 50703, 319-234-2530.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.


Robert LaMont 11-29-18

The Sayer Law Group, P.C. is, or may be considered, a debt collector attempting to collect a debt, and any information will be used for that purpose. However, if you have had your debt discharged in bankruptcy and you did not reaffirm your loan in your bankruptcy case, MCT Credit Union will only exercise its right as against the property and is not attempting to assess or collect the debt from you personally. You are further advised that unless you notify The Sayer Law Group, P.C. within 30 days of your receipt of this notice that you dispute the validity of the amount owed to MCT Credit Union or any portion thereof, the debt will be assumed to be valid. The sum owing as of 12/03/2018 is \$46,805.77 which consists of: Unpaid Principal Balance: \$44,953.89, Interest: \$1,420.18, Escrow Advance \$(-397.92) , Escrow Balance: \$710.10, Other Fees: \$119.52 . TOTAL REQUIRED TO PAYOFF: \$46,805.77. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, and adjustment may be necessary after we receive your payment.

Please note these Fair Debt Collection Practices Act provisions:

- (a) If the consumer notifies the debt collector in writing within the 30-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector;
- (b) If the consumer requests, upon the consumer's written request, within the 30-day period, the name and address of the original creditor, the debt collector will provide the consumer with the name and address of the original creditor if different from the current creditor; and,
- (c) The debt collector shall cease collection of the debt or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor if different from the current creditor.

This notice and all further steps undertaken by The Sayer Law Group, P.C., of 925 E. 4th St., Waterloo, IA 50703, will be in compliance with applicable state and federal laws.

For Texas Loans: 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.