

Notice of Foreclosure Sale

March 7, 2022

FILED
AT 10:57 O'CLOCK **AM**
MAR 09 2022

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

Contract for Deed ("Contract"):

Dated: February 27, 2006

Buyer: Charles Simpson and Jessie Johnson Simpson

Seller: Falcon Properties, Inc.

Trustee: Marquist Taylor

Recorded in: Instrument Number: 2006-00209922 of the real property records of Angelina County, Texas on March 3, 2006

Legal Description: Being all that certain lot, tract, or parcel of land situated in Lufkin, Angelina County, Texas, and being the north ½ of those certain tracts or parcels of land described in that certain Deed from O. Lee Cummings to C.J. Wilson, dated January 5, 1944, to which reference is here made for all purpose. The property hereby conveyed is the North 35ft. Of Lots One and Two, in Block 73, of the City of Lufkin, Texas, and is a tract facing 35ft on Culverhouse Street and extending back 100 ft. on Grove Avenue, and is the same property described in a Deed from C.J. Wilson and wife, Iva Dell Wilson, to DeWitt Hinson, Dated January 21, 1944, and of record in Vol. 106, Page 181, Deed Records, Angelina County, Texas, and in Deed from DeWitt Hinson et ux, to Jim Fenley and wife Viola Mae Fenley dated December 15, 1944, recorded in Vol. 109, Page 595, in the Deed Records of Angelina County, Texas.

Secures: Contract for Deed ("Contract") in the original principal amount of \$34,995.00, executed by Charles Simpson and Jesse Johnson Simpson ("Buyer") and payable to the order of Seller

Foreclosure Sale:

Date: Tuesday, April 5, 2022

Time: The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 10:00 am and not later than three hours thereafter.

Place: Angelina County Courthouse Annex

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Falcon Properties, Inc.'s bid may be by credit against the indebtedness secured by the lien of the Contract for Deed.

Default has occurred in the payment of the Contract and in the performance of the obligations of the Contract for Deed. Because of that default, Falcon Properties, Inc., the owner and holder of the Indebtedness, has requested Substitute Trustee to sell the Property.

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

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Contract for Deed, and applicable Texas law.

If Falcon Properties, Inc. passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Contract of Deed and the Texas Property Code.

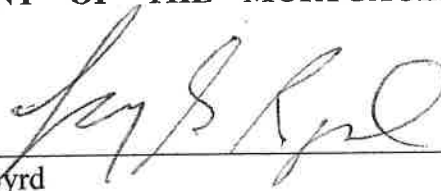
The Foreclosure Sale will be made expressly subject to any title matters set forth in the Contract for Deed, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Contract for Deed. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Contract for Deed by Falcon Properties, Inc.. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

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 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(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.

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.

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.



Larry G. Byrd
Attorney for Mortgagee



Marquist Taylor
3201 S. Medford Dr, Ste. 6
LUFKIN, TX 75901
Telephone (936) 936-639-3191
Telecopier (936) 634-8200