

STATE OF TEXAS
COUNTY OF ANGELINA

§
§
§
§

FILED
AT 2:45 O'CLOCK PM
JUN 03 2021
AMY FINCHER
County Clerk, County Court at Law
Angelina County, Texas
By MCS

NOTICE OF FORECLOSURE SALE

Deed of Trust ("Deed of Trust"):

Dated: May 10, 2004

Grantor(s): Benjamin C. Davis & Carolyn S. Davis

Trustee: Michael L. Fleetwood

Original Lender: Texas Rainy Day Investments, Inc.

Recorded in: RP 2005 at Page 296 of the Real Property
Records of Angelina County, Texas

Secures: Real Estate Lien Note and Correction Real Estate
Lien Note ("Note") in the original principal
amount of \$46,997.00 executed by Grantor(s) and
payable to the order of Lender and all other
indebtedness of Grantor(s) to Lender

Modified by: Loan Modification Agreement dated July 6, 2009
by and between Grantor(s) and American Capital
Group, LLC, and recorded on August 3, 2009 as
Document 2009-00258851 of the Real Property
Records of Angelina County, Texas

Property: The real property and improvements described in
the attached Exhibit A

Assignment: The Note and the liens and security interests of
the Deed of Trust were transferred and assigned
to OCM American Capital Group, LLC
("Beneficiary") by an instrument dated January
26, 2006, and recorded as Document #00209019
of the Real Property Records of Angelina
County, Texas

Substitute Trustee: Robert LaMont, Sheryl LaMont, David Sims,
Allan Johnston or Ronnie Hubbard

Substitute Trustee's
Street Address: c/o DWaldman Law, P.A.
3418 Hwy 6 South, Suite B #345
Houston, TX 77082

Mortgage Servicer: FCI Lender Services Inc.

Mortgage Servicer's
Address: P.O. Box 27370
Anaheim, CA 92809

Foreclosure Sale:

Date: Tuesday, July 6, 2021

Time: The sale of the Property ("Foreclosure Sale") will take place between the hours of 1:00 PM and 4:00 PM local time.

Place: The Angelina County Courthouse Annex at 606 East Lufkin Ave., Lufkin, TX in the hallway outside the Commissioner's courtroom adjacent to the atrium, or if the sale occurs on a holiday, sales are to take place on the front steps of the main entrance to the Angelina County Courthouse.

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 American Capital Group, LLC's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, American Capital Group, LLC, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of American Capital Group, LLC'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.

FCI Lender Services Inc. is representing American Capital Group, LLC in connection with the loan evidenced by the Note and secured by the Deed of Trust under a servicing agreement with Lender. The respective addresses of American Capital Group, LLC and FCI Lender Services Inc. are set forth above.

Therefore, notice is given that on and at the Date, Time and Place of Sale described above, Substitute Trustee will sell the Property by public sale to the highest bidder for cash in accordance with the Deed of Trust.

The Deed of Trust permits the Lender to postpone, withdraw, or reschedule the sale for another day. In that case, the Substitute Trustee need not appear at the Date, Time, and Place of Sale described above to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and re-filed in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code. The reposting or re-filing may be after the date originally scheduled for this sale.

Those desiring to purchase the Property will need to demonstrate their ability to pay cash on the day the Property is sold.

The Foreclosure 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 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 Deed of Trust. 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 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.

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 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 the Substitute Trustee.

Notice is given that before the Foreclosure Sale Lender may appoint another person as Substitute Trustee to conduct the Foreclosure Sale.

By: Sheryl LaMont
Sheryl La Mont Substitute Trustee

STATE OF TEXAS
COUNTY OF GREGG

§
§
§

This instrument was acknowledged before me by Sheryl La Mont on
June 03, 20 21.

Robert William LaMont

Notary Public, State of Texas
Commission Expires: Feb 23, 2025
Printed Name:

Robert William La Mont

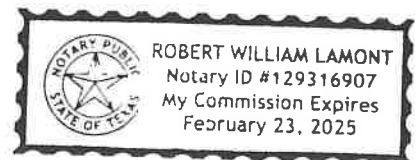


Exhibit A: Property Description

All that certain lot, tract or parcel of land lying and situated in the Town of Diboll, County of Angelina, Texas, out of the ANTONIO CHEVANO SURVEY, ABSTRACT NO. 9, and being a part or portion of Lot No. Nine (9) and a part or portion of Lot No. Ten (10), both out of Block No. Three (3) of the FARLEY ADDITION, AMENDED, according to the map or plat of record in Cabinet A, Slide 52-A of the Map or Plat Records of Angelina County, Texas to which reference is hereby made for any and all purposes, and the said parts or portions being described by metes and bounds as follows, to-wit:

BEGINNING where the present West right-of-way line of South Temple Drive (U.S. Highway No. 59) intersects the S.B. line of the aforesaid Lot No. 9, a ½" iron pin set for corner, said beginning point bears N 60 52' 16" W 40.00 feet from the original S.E. corner of said Lot No. 9;

THENCE N 60 52' 16" W, with the S.B. line of said Lot No. 9, at 212.45 feet the S.W. corner of said Lot No. 9, a 5/8" iron pin found for corner;

THENCE N 20 24' 25" E, with the W.B. line of said Lot No. 9, at 147.47 feet the N.W. corner of said Lot No. 9, same being the West corner of the aforesaid Lot No. 10, a ½" iron pin set for corner;

THENCE N 65 34' 28" E, with the N.B. line of said Lot No. 10, at 200.00 feet intersect the W.B. line of Winder Street at the North corner of said Lot No. 10, a ½" iron pin set for corner;

THENCE S 24 58' 00" E, with the E.B. line of said Lot No. 10 and the W.B. line of said Winder Street, at 140.46 feet intersect the present West right-of-way line of the aforesaid South Temple Drive (U.S. Highway No. 59), a 5/8" iron pin found for corner;

THENCE S 28 47' 00" W, with the present West right-of-way line of said South Temple Drive (U.S. Highway No. 59), at 218.35 feet the point and place of beginning, and being the residue of Lots Nos. 9 and 10, both out of Block No. 3 of the Farley Addition, Amended, to the Town Diboll, Texas.