

2023-031

Filed for Record

This, the 11<sup>th</sup> day of December 20 23  
at 10:40 o'clock A M

**NOTICE OF FORECLOSURE SALE**

Natalie Carson  
NATALIE CARSON, COUNTY CLERK OF  
De Witt County, Texas  
DEPUTY  
Daniela Mendy-Banda

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

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, January 2, 2024.**

Time: The sale shall begin no earlier than **12:00 p.m.** or no later than three hours thereafter. The sale shall be completed by no later than **3:00 p.m.**

Place: **The sale will take place at the De Witt County Courthouse at the place designated by the De Witt 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 refileing 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. 108466 in the Real Property Records of De Witt County, Texas, and executed by Cody B. Stubbs (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 March 31, 2015, 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: December 6, 2023.

  
Richard A. McKinley, 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

**\*\*\*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]

**A FIELDNOTE DESCRIPTION FOR  
A 5.00 ACRE TRACT OF LAND**

THE STATE OF TEXAS

COUNTY OF DEWITT

Being a 5.00 acre tract of land situated in the C.W. Slade Survey Abstract 434 in DeWitt County, Texas, said 5.00 acre tract of land being out of that 35.0 acre tract of land conveyed to Mike Stubbs et ux Mary Stubbs by deed dated December 16, 2004 and recorded in Vol. 156 Pg. 610 et seq of the Official Public Records of DeWitt County, Texas, said 5.00 acre tract of land being more fully described by metes and bounds as follows;

Beginning at an existing 5/8 inch diameter iron rod in the west right-of-way line of F.M. 953, said iron rod being the Northeast corner of the Stubbs 35.0 acre tract, said iron and PLACE OF BEGINNING also being the Northeast corner of the herein described tract;

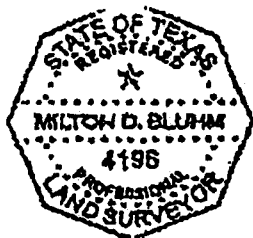
THENCE S. 00° 00' 23" E., a distance of 262.74 feet along the west line of the said FM 953 same being the east line of the Stubbs 35.0 acre tract to a 5/8 inch iron smooth rod set for the southeast corner of the herein described tract;

THENCE S. 89° 59' 35" W., a distance of 828.95 feet to a 5/8 inch smooth iron rod set in the west line of the said Stubbs 35.0 acre tract for the southwest corner of the herein described tract;

THENCE N. 00° 00' 23" W., a distance of 262.74 feet along the West line of the said Stubbs 35.0 acre tract to and existing 5/8 inch iron rod with red surveyor's cap, said iron rod being the Northwest corner of the Stubbs 35.0 acre tract, said iron rod also being the Northwest corner of the herein described tract;

THENCE N. 89° 59' 35" E. (use bearing shown in Stubbs's Deed) a distance of 828.95 feet along the north line of the said Stubbs 35.0 acre tract to the PLACE OF BEGINNING, Containing within these metes and bounds 5.00 acres of land.

I hereby certify that the above fieldnote description was prepared from an on the ground survey made under my direct supervision on March 7, 2015 and is true and correct to the best of my knowledge and belief.



*Milton D. Bluhm*  
Milton D. Bluhm  
R.P.L.S. License # 4196  
Co. Reg. # 100666-00