

MAY 18 2023

SUSAN STRICKLAND
COUNTY CLERK, VAN ZANDT CO., TX
BY _____ DEP

Notice of Foreclosure Sale

July 5, 2023

Deed of Trust ("Deed of Trust"):

Dated: January 7, 2013

Grantor: Mark Wade Russell

Trustee: R. Paul Elliott

Lender: Todd G, Howell

Recorded in: 2013-000248 of the real property records of Van Zandt County, Texas

Legal Description: See attached as Exhibit "A".

Secures: Promissory Note ("Note") in the original principal amount of \$165,000.00, executed by Mark Wade Russell ("Borrower") and payable to the order of Lender and all other indebtedness of Borrower to Lender

Foreclosure Sale:

Date: Wednesday, July 5, 2023

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: North Entrance, Van Zandt County Courthouse, Canton, Texas

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 Todd G, Howell'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, Todd G, Howell, 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 Todd G, Howell's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Todd G, Howell's rights and remedies under the Deed of Trust 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 Deed of Trust, and applicable Texas law.

If Todd G, Howell 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 Deed of Trust and the Texas Property Code.

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. 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 Deed of Trust by Todd G, Howell. 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.

R. Paul Elliott

R. Paul Elliott
301 S. Main St.
Canton, TX 75103
Telephone (903) 567-4141
Telecopier (903) 567-6228

Document No. 2013-000247

WARRANTY DEED WITH VENDOR'S LIEN

Parties: HOWELL TODD GENE
to
RUSSELL MARK WADE

FILED AND RECORDED
REAL RECORDS

On: 01/09/2013 at 11:49 AM

Document Number: 2013-000247

Receipt No.: 201351285

Amount: \$ 36.00

By: aharrelson
Charlotte Bledsoe, County Clerk
Van Zandt County, Texas

7 Pages

DO NOT REMOVE THIS PAGE - IT IS A PART OF THIS INSTRUMENT



STATE OF TEXAS
COUNTY OF VAN ZANDT

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded under the Document Number stamped hereon of the Official Public Records of Van Zandt County.

Charlotte Bledsoe, County Clerk

Record and Return To:

VZA



EK "A"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed with Vendor's Lien

Date: January 7, 2013

Grantor: TODD GENE HOWELL a/k/a TODD HOWELL, whose marital status has not changed since July 3, 1991, the date he first acquired an interest in the herein-described property, a single person

Grantor's Mailing Address:

TODD GENE HOWELL a/k/a TODD HOWELL
4144 Scenic Drive
Tyler, Texas 75709

Grantee: MARK WADE RUSSELL, married but dealing with separate property

Grantee's Mailing Address:

MARK WADE RUSSELL
11864 C.R. 240 North
Henderson, Texas 75652

Consideration:

Two notes of even date executed by Grantee and referred to as the first-lien note and the second-lien note. The first-lien note is payable to the order of TODD GENE HOWELL a/k/a TODD HOWELL in the principal amount of ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$165,000.00). The first-lien note is secured by the first and superior vendor's lien against, and superior title to, the Property retained in this deed in favor of TODD GENE HOWELL a/k/a TODD HOWELL and is also secured by a first-lien deed of trust of even date from Grantee to R. PAUL ELLIOTT, Trustee. The second-lien note is payable to the order of Grantor in the principal amount of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00). The second-lien note is secured by a second and inferior vendor's lien against, and superior title to, the Property retained in this deed and is also secured by a second-lien deed of trust of even date from Grantee to R. PAUL ELLIOTT, Trustee.

Property (including any improvements):

FIRST TRACT: All that certain lot, tract or parcel of land situated in the THOMAS HORSLEY SURVEY, Abstract No. 341, same being part of Tract One and part of Tract 2 as found in Warranty Deed dated June 4, 1969, from D. R. Howell and wife, Emma Howell, to R. D. Howell and wife, Frieda M. Howell, as found recorded in Volume 708, page 240, of the Deed Records of Van Zandt County, Texas, and being more fully described as follows:

BEGINNING at the occupied Northeast corner of said Tract Two for the Northeast corner of this;

THENCE South 01 deg. 31 min. 51 sec. West 221.86 feet with the occupied East line of said Tract Two to a 1/2" iron rod for the Southeast corner of this;

THENCE along the South line of this as follows:

North 80 deg. 08 min. 50 sec. West 465.49 feet;

South 83 deg. 42 min. 43 sec. West 412.47 feet;

South 31 deg. 29 min. 34 sec. West 266.53 feet;

South 85 deg. 48 min. 55 sec. West 222.29 feet;

South 28 deg. 40 min. 18 sec. West 237.56 feet;

North 50 deg. 42 min. 26 sec. West 149.70 feet;

North 44 deg. 13 min. 36 sec. West 448.92 feet;

South 26 deg. 30 min. 25 sec. West 129.54 feet;

South 39 deg. 30 min. 29 sec. West 314.81 feet;

South 17 deg. 03 min. 29 sec. West 119.49 feet;

South 73 deg. 54 min. 37 sec. West 211.22 feet;

South 11 deg. 34 min. 37 sec. West 163.23 feet;

North 73 deg. 26 min. 08 sec. West 143.94 feet;

South 44 deg. 39 min. 52 sec. West 364.60 feet to a 60d nail in the center of a County Road for the Southwest corner of this;

THENCE North 848.02 feet with said road, and being the West line of said Tract One and Tract 2 to a 60d nail for a Northwest corner of this;

THENCE South 89 deg. 14 min. 53 sec. East 287.87 feet to a 1/2" iron rod for an inner corner of this;

THENCE North 25 deg. 24 min. 29 sec. East 108.08 feet to a 1/2" iron rod on the occupied North line of said Tract Two for a Northwest corner of this;

THENCE North 89 deg. 50 min. 18 sec. East 1377.64 feet with an occupied North line of said Tract Two to a 1/2" iron rod for an inner-ell corner of same;

THENCE North 03 deg. 54 min. 44 sec. East 201.30 feet with a fence to a 1/2" iron rod for a Northwest corner of said Tract Two and being the Northwest corner of this;

THENCE South 89 deg. 10 min. 26 sec. East 976.05 feet with an occupied North line of said Tract 2 to the place of beginning, containing 20.08 acres of land, more or less.

LESS AND EXCEPT: All that certain 0.792 acre tract of land, being part of the T. HORSLEY SURVEY, Abstract No. 341, Van Zandt County, Texas, and being part of a called 20.08 acre tract of land conveyed to Todd Gene Howell by deed recorded in Volume 1248, page 695, Real Records of Van Zandt county, Texas, said 0.792 acre tract of land having reference bearing of North 00 deg. 00 min. 00 sec. West, being a West line of a said 20.08 acre tract and being further described by metes and bounds as follows:

COMMENCING at a 1 inch iron pipe found for an occupied Southeast corner of said 20.08 acres and being a Northwest corner of a called 101.71 acre tract of land conveyed to Todd Howell by deed recorded in Volume 1494, page 862, Real Records of Van Zandt County, Texas;

THENCE South 54 deg. 59 min. 32 sec. West, over and across said 20.08 acre tract, a distance of 207.58 feet to a point for the POINT OF BEGINNING, on the Southeast line of said 20.08 acre tract and the common Northwest line of said 101.71 acre tract, from which an 8 inch wood post bears North 54 deg. 29 min 28 sec. West, a distance of 3.60 feet;

THENCE South 44 deg. 39 min. 52 sec. West, along the common Southeast line of said 20.08 acre tract and the common Northwest line of said 101.71 acre tract, a distance of 364.50 feet to a point for corner in the approximate centerline of Van Zandt County Road No. 4614 (a variable width prescriptive right of way), from which a cross tie fence corner bears North 54 deg. 06 min. 13 sec. East, a distance of 58.38 feet;

THENCE North 00 deg. 00 min. 00 sec. West, along the West line of said 20.08 acre tract and the approximate centerline of said Van Zandt County Road No. 4614, a distance of 269.14 feet to a point for corner;

THENCE South 87 deg. 48 min. 19 sec. East, over and across said 20.08 acre tract, passing an 18 inch pine tree at a distance of 46.22 feet, a distance of 256.48 feet to the point of beginning, containing 0.792 acres, more or less.

SECOND TRACT: All that certain lot, tract or parcel of land situated in the THOMAS HORSLEY SURVEY, Abstract No. 341, in Van Zandt County, Texas, same

being part of a called 43.00 acre tract known as Tract Two as found in Warranty Deed dated June 4, 1969, from D. R. Howell and wife, Emma Howell, to R. D. Howell and wife, Frieda Howell, as found recorded in Volume 708, page 240, of the Deed Records of Van Zandt County, Texas, and being more fully described as follows:

BEGINNING at a point within County Road No. 4514 for the most Westerly Northwest corner of said 43.00 acre tract, and being the Northwest corner of this;

THENCE: North 89 deg. 50 min. 15 sec. East 334.22 feet with the North line of said 43.00 acre tract to a point for the Northeast corner of this;

THENCE: South 25 deg. 24 min. 29 sec. West 108.08 feet with a fence to a point for the Southeast corner of this;

THENCE: North 89 deg. 14 min. 53 sec. West 257.87 feet with a fence to a point in the center of said road, and in the West line of said 43.00 acre tract for the Southwest corner of this;

THENCE: North 92.91 feet with said road and the West line of said 43.00 acre tract to the place of beginning, containing 0.68 of an acre, more or less.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2013, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

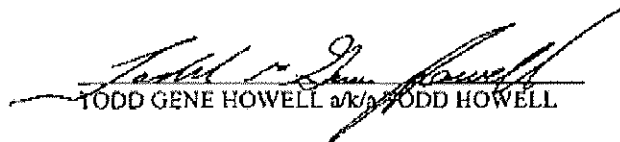
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

TODD GENE HOWELL a/k/a TODD HOWELL, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the first-lien note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of TODD GENE HOWELL a/k/a TODD HOWELL and are transferred to TODD GENE HOWELL a/k/a TODD HOWELL without recourse on Grantor to secure the first-lien note. The second and inferior vendor's lien against and superior title to the Property are retained for the benefit of Grantor to secure the second-lien note. Grantor agrees that this second and inferior vendor's lien against and superior title to the Property are and will remain subordinate and inferior to all liens securing the first-lien note, regardless of the frequency or manner of renewal, extension, or alteration of any part of the first-lien note or the liens securing it.

Grantor grants and conveys the Property to Grantee as separate property.

When the context requires, singular nouns and pronouns include the plural.



TODD GENE HOWELL a/k/a TODD HOWELL

STATE OF TEXAS)

COUNTY OF VAN ZANDT)

This instrument was acknowledged before me on January 7, 2013, by TODD GENE HOWELL a/k/a TODD HOWELL.




Notary Public, State of Texas
My commission expires: 8-27-15

PREPARED IN THE OFFICE OF:

R. PAUL ELLIOTT
Attorney at Law, P.C.
301 S. Main Street
Canton, Texas 75103
Tel: (903) 567-4141
Fax: (903) 567-6228

AFTER RECORDING RETURN TO:

Mr. Mark Wade Russell
3692 VZ CR 4614
Bon Wheeler, Texas 75754