

After Recording, Please Return To:

Jackson Walker L.L.P.  
1401 McKinney, Suite 1900  
Attn: Rob Harlow

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

**DATE:** September 10, 2019

**NOTE:** Note described as follows:

Date: March 23, 2017  
Borrower: Patricia A. Lemmons and Vantage Trailers, Inc., Texas corporation  
Original Lender: Plains State Bank  
Original Principal Amount: \$3,519,000.00

**DEED OF TRUST:** Deed of Trust and Security Agreement described as follows:

Date: March 23, 2017  
Grantor: Patricia A. Lemmons, individual  
Trustee: Milan Saunders  
Beneficiary: Plains State Bank  
Recorded in: Clerk's File Number 1702220 of the real property records of Waller County, Texas.

**LENDER:** Plains State Bank

**BORROWER:** Patricia A. Lemmons and Vantage Trailers, Inc., Texas corporation

**PROPERTY:** The real and personal property described in the Deed of Trust of which the real property is further described on Exhibit "A" attached hereto.

**SUBSTITUTE TRUSTEE:** Rob Harlow

Substitute Trustee's Mailing Address:

c/o Jackson Walker L.L.P.  
1401 McKinney, Suite 1900  
Houston, Texas 77010  
Attn: Rob Harlow

**DATE AND TIME OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:**

October 1, 2019, being the first Tuesday of the month, to commence at 1:00 p.m., or within three hours thereafter.

**PLACE OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:**

Foyer at south entrance to courthouse, or such other place designated for real property foreclosures pursuant to Section 51.002 of the Texas Property Code by the Commissioners Court of Waller County, Texas, in instrument(s) recorded in the real property records of Waller County, Texas.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust, which secures the Note. Because of such default, Lender, the owner of the Note and the holder of the Note and the Deed of Trust lien securing payment of the Note, for purposes of Section 51.002 of the Texas Property Code, has requested Substitute Trustee to sell the Property in accordance with the terms of the Deed of Trust and applicable law.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Lender'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 ("Texas UCC").

Therefore, notice is given that on the Date and Time of Substitute Trustee's Sale of Property and at the Place of Substitute Trustee's Sale of Property, I, Substitute Trustee or such other substitute trustee as Lender may subsequently appoint, will sell the Property by public sale to the highest bidder for cash or acceptable certified funds, in accordance with the Deed of Trust and applicable law. The sale and conveyance of the Property will be subject to all matters of record applicable to the Property which are superior to the Deed of Trust and to the permitted exceptions to title, if any, described in the Deed of Trust. Trustee has not made and will not make any covenants, representations, or warranties concerning the Property other than providing the successful bidder at the sale with a deed to the Property containing any warranties of title required by the Deed of Trust.

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.

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 MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.** The address for the sender of this notice is Jackson Walker L.L.P., 1401 McKinney Suite 1900, Attn: Rob Harlow.



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Rob Harlow, Substitute Trustee

## EXHIBIT A

### Legal Description of the Property

All that certain 12.5723 acre tract situated in the H.& T.C.R.R. Company Survey, Section 107, Abstract No. 170, Waller County, Texas, being out of and a part of that certain 28.5877 acre tract which is the West 1/2 of that certain 57.1754 acre tract of land conveyed to Muriel Fletcher Flood and Loren L. Peck, as described by instrument recorded in Volume 421, Page 618 of the Deed Records of Waller County, Texas; said 28.5877 acre tract being the same property described Warranty Deed with Vendor's Lien recorded Volume 815, Page 633 of the Deed Records of Waller County, Texas, and said 12.5723 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at an iron pipe found at the Northwest corner of said 28.5877 acre tract being also the Northwest corner of said 57.1754 acre tract in the South right-of-way line of U.S. Highway 90 (100' ROW) for the Northwest corner of the herein described tract;

Thence North 88° 35' 00" East along the South line of U.S. Highway 90, a distance of 437.54 feet to an iron rod found at the Northeast corner of said 28.5877 acre tract for the Northeast corner of the herein described tract;

Thence South 02° 12' 51" East along the East line of said 28.5877 acre tract, a distance of 1248.39 feet to an iron rod found for the Southeast corner of the herein described tract;

Thence South 87° 41' 42" West, a distance of 437.50 feet to an iron rod found in the West line of said 28.5877 acre tract and said 57.1754 acre tract for the Southwest corner of the herein described tract;

Thence North 02° 12' 51" West along the West line of said 28.5877 acre tract and said 57.1754 acre tract, a distance of 1255.17 feet to the POINT OF BEGINNING and containing 12.5723 acres of land.

## FILED AND RECORDED

**Instrument Number: 19-076**

Filing and Recording Date: 09/10/2019 11:22:22 AM Pages: 5 Recording Fee: \$4.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



*Debbie Hollan*

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Debbie Hollan, County Clerk  
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Donna Jackson, Deputy

Returned To: