

STATE OF TEXAS                   §  
  §  
COUNTY OF CASS               §

FILED FOR RECORD  
2021 JAN 22 AM 11:48

SUBSTITUTE TRUSTEE'S NOTICE OF FORECLOSURE SALE AMY L. VARNELL  
COUNTY CLERK

Date of this notice:   January 14, 2021 (the **"Date"**)

Deed of Trust:           Construction Deed of Trust and Fixture Filing (the **"Deed of Trust"**)

Deed of Trust Dated:   July 24, 2007

Grantor under  
Deed of Trust:           Spur Hospitality, Inc. (**"Grantor"**).

Trustee under  
Deed of Trust:           Peter Morgan

Lender:                   Zions Bancorporation, N.A., which does business as Zions First National  
Bank (**"Lender"**).

Deed of Trust  
Recorded in:           Official Public Records of the Cass County Clerk, Texas, on August 3,  
2007, as Instrument Number: 2007003990.

Deed of Trust  
Secures:                 Promissory Note (the **"Note"**) in the original principal amount of  
\$226,375.00 executed by Grantor, as borrower, and payable to the order of  
Lender.

Property Secured  
by Deed of Trust:       Legal description attached hereto as Exhibit "A" and incorporated by  
reference as if fully set forth herein, and known locally as 803 Loop 59,  
Atlanta, TX, 75551 (the **"Secured Real Property"**).

Substitute  
Trustee:                 Lee M. Kirner (**"Substitute Trustee"**)

Substitute  
Trustee's Address:      Cantey Hanger LLP, 1999 Bryan St., Ste. 3300, Dallas, TX 75201

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## Foreclosure Sale of the Secured Real Property

1. Date of the Foreclosure Sale. The non-judicial sale of the Secured Real Property and the Collateral (the “**Foreclosure Sale**”) will be held on Tuesday, March 2, 2021 (the “**Date of Sale**”).
2. Time of the Foreclosure Sale. The Foreclosure Sale will take place between the hours of 10:00 a.m. and 1:00 p.m. local time (the “**Time of Sale**”). The Foreclosure Sale must be completed within three (3) hours of the start of the Foreclosure Sale.
3. Place of the Foreclosure Sale. The Foreclosure Sale will be held outside the north door of the Cass County Courthouse, 100 W. Houston St., Linden, TX, 75563, or as further designated by the County Commissioner’s Court or as designated by the County Commissioners (the “**Place of Sale**”).
4. Notice of the Foreclosure Sale. Default has occurred in the payment of the Note and all amounts due pursuant to the Note have been accelerated by Lender. As a result of such default, Lender, the owner and holder of the Note, has instructed Substitute Trustee to conduct the Foreclosure Sale on the Date of Sale, the Time of Sale and at the Place of Sale set forth above.

Formal notice is hereby given of Lender’s election to proceed against and sell the Secured Real Property described in the Deed of Trust in accordance with Lender’s rights and remedies under the Deed of Trust and applicable law. Therefore, notice is given that on and at the Date of Sale, Time of Sale, and Place of Sale described above, Substitute Trustee will conduct the Foreclosure Sale in accordance with the terms of the Deed of Trust and applicable law. Before the Foreclosure Sale, Lender may appoint another person as substitute trustee to conduct the Foreclosure Sale.

5. Terms of the Foreclosure Sale.
    - (a) The Foreclosure Sale will be conducted as a public auction and the Secured Real Property will be sold to the highest bidder for cash, except that Lender’s bid may be by credit bid up to the amount of the unpaid indebtedness secured by the lien of the Deed of Trust. Those desiring to purchase the Secured Real Property must demonstrate their ability to pay their bid in full and in cash on the day the Secured Real Property is sold. If the Foreclosure Sale is set aside for any reason by a Court of proper jurisdiction, the purchaser at the Foreclosure Sale shall be entitled only to a return of the bid paid and such purchaser will have no recourse against Lender, Lender’s attorneys, Substitute Trustee, or any other substitute trustee.
    - (b) Prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Secured Real Property, if any, to the extent that they remain in force and effect, including, without limitation, any title matters set forth in the Deed of Trust. The Foreclosure Sale is further subject to any and all real estate ad valorem tax liens, federal tax liens, and any and all other liens, charges or assessments that by law remain in force and effect notwithstanding the sale of the Secured Real Property. By applicable law, some
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or all of such liens may have priority over the lien created by the Deed of Trust. The Foreclosure Sale will not cover any part of the Secured Real 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 Cass County real property records, other records on file with the Texas Secretary of State regarding secured interests and liens, and all other applicable publicly available federal, State and County tax records to determine the nature and extent of such matters, if any.

(c) Pursuant to Section 51.009 of the Texas Property Code, the purchaser of the Secured Real Property at the Foreclosure Sale will acquire the Secured Real Property "AS-IS", at the purchaser's own risk, and without any expressed or implied warranties, except as to the warranties of title (if any) provided in the deed to the Secured Real Property delivered to the purchaser by the Substitute Trustee. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Secured Real Property and the priority of any liens and security interests of record prior to the Foreclosure Sale. Neither Lender nor Substitute Trustee makes any representations, expressed or implied, regarding the existence of, or rights of, any occupant upon the Secured Real Property.

(d) The Deed of Trust may also encumber personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the Secured Real Property and any personal property described in the Deed of Trust in accordance with Lender's rights under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

6. Lender's Right to Reschedule the Foreclosure Sale. The Deed of Trust permits the Lender to postpone, withdraw, or reschedule the Foreclosure Sale for another day. In that case, Substitute Trustee need not appear at the Date of Sale, Time of Sale, 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 refilled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code, as may be amended or recodified from time to time. The reposting or refilling may be after the date originally scheduled for this Foreclosure Sale.

7. Notice Pursuant to Texas Law. Pursuant to Section 51.0075 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.

8. Notice to Servicemembers on Active Military Duty. A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (SCRA) of 2003, 50 U.S.C. App. 501 *et seq.*) and Texas law, including Section 51.015 of the Texas Property Code. **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 served to the sender of this notice immediately. The sender of this notice is: Cantey Hanger**

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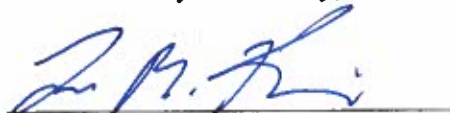
**LLP, Attn: Lee M. Kirner, Substitute Trustee, 1999 Bryan Street, Suite 3300, Dallas, Texas, 75201; telephone number: (214) 978-4100; email: lkirner@canteyhanger.com.**

9. **Bankruptcy Notice.** If any debtor identified in this notice has had such debtor's obligation discharged or is a debtor in a bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code (Title 11 of the United States Code) (the "**Code**"), this notice is not an act to collect, assess or recover a claim against that party, nor is this letter intended to violate any provisions of the Code. To the extent required by the Code or other applicable law, any and all claims that Lender asserts against that party will be properly asserted in compliance with the Code and applicable law. However, a secured party retains rights under its security agreement, including the right to foreclose its lien.

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is:

Cantey Hanger LLP  
Attn: Lee M. Kirner, Substitute Trustee  
1999 Bryan Street, Suite 3300  
Dallas, Texas, 75201

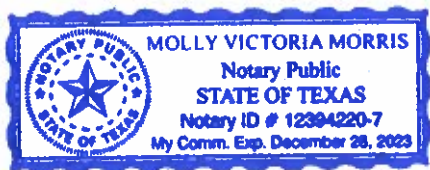
WITNESS MY HAND this 14th day of January, 2021


  
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Lee M. Kirner, Substitute Trustee

**Acknowledgment**

THE STATE OF TEXAS     §  
  §  
COUNTY OF DALLAS     §

This Substitute Trustee's Notice of Foreclosure Sale was acknowledged before me on the 14th day of January, 2021, by Lee M. Kirner, Substitute Trustee.



  
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Notary Public, State of Texas

Printed Name: Molly Victoria Morris

**EXHIBIT "A"**

All that certain 1.02 acre tract of land situated in the Jane Richle Survey, A-877, Cass County, Texas, being all of Lot 11 and part of Lot 10, Block 1, of the Clements and Kennedy North Heights Addition (First Part) Cabinet A, Slide 184, Cass County Plat Records and part of Lots 13, 14, 15, & 16, Block 1, of the Clements and Kennedy North Heights Addition (Fourth Part), Cabinet A, Slide 207, being described in Vol. 1135, Pg. 436, and Vol. 1135; Pg. 442 Official Public Records, Cass County, Texas and Cause No. 2000-C-032, District Court Records, said 1.02 acres of land being more particularly described by metes and bounds as follows: (Bearing Basis: Volume 1135, Page 436)

Beginning at: A cross chiseled in concrete found in the West right-of-way line of U. S. Highway No. 59 for the Southwest corner of this tract and Lot 11, Southeast corner of Lot 12, Block 1, First Part;  
Thence: N 45° 17' 18" W, 199.59 feet with common boundary of Lots 11 & 12 to a 5/8" iron rod found for an angle corner of this tract, the Northwest corner of Lot 11, Northeast corner of Lot 12;  
Thence: N 43° 20' 03" W, 60.21 feet to a 1/2" iron rod set for the Northwest corner of this tract;  
Thence: N 46° 05' 28" E, 123.07 feet to a 5/8" iron rod found for an angle corner of this tract;  
Thence: N 50° 33' 05" E, 57.99 feet to a 1/2" iron rod set for the Northeast corner of this tract;  
Thence: S 40° 31' 39" E, at 56.72 feet cross the South line of Lot 13, North line of Lot 10, continuing for a total distance of 255.91 feet to across chiseled in concrete found in the West right-of-way line of U. S. Highway No. 59 for the Southeast corner of this tract;  
Thence: Southwesterly along a curve to the left having a Radius of 2964.79 feet, an arc length of 161.60 feet, and a long chord bearing S 46° 10' 29" W, (Basis of Bearings) 161.58 feet to the Point of Beginning, containing 1.02 acres of land, more or less.