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.

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

THE STATE OF TEXAS §
§
COUNTY OF HARDIN §

WHEREAS, on December 17, 2020, by instrument recorded under County Clerk's File No. 2020-110692 in the Real Property Records of Hardin County, Texas, THE RICHEY GROUP, LLC, a Texas limited liability company, executed a Deed of Trust ("**Security Instrument**") to Todd L. Gaudin, Trustee, covering the hereinafter described property, which Security Instrument was executed for the purpose of securing the payment of a certain indebtedness, more particularly described in the Security Instrument;

WHEREAS, GULF CREDIT UNION, a Texas credit union ("**Beneficiary**"), as owner and holder of the indebtedness secured by the Security Instrument and beneficiary thereunder, did on the 7th day of September, 2023, appoint the undersigned, JOLIE S. LENZ, as Substitute Trustee under the Security Instrument;

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.

WHEREAS, pursuant to the requirements of the Security Instrument and/or the laws of the State of Texas, written notice by certified mail, return receipt requested, stating that THE RICHEY GROUP, LLC, a Texas limited liability company (and all other persons liable on said indebtedness) were in default under the Security Instrument and allowing an opportunity to cure the default, was given before the entire debt was due or notice of sale was given; and

WHEREAS, after default in the payment of the indebtedness described in the Security Instrument and pursuant to the specific provisions of the Security Instrument, Beneficiary has requested that the Security Instrument be enforced in accordance with the terms and provisions thereof;

NOW, THEREFORE, NOTICE IS GIVEN that I, the undersigned Substitute Trustee, will sell at public sale to the highest bidder or bidders for cash, at the area of the Hardin County Courthouse in the City of Kountze, Hardin County, Texas, designated by the Hardin County Commissioners Court pursuant to the order recorded in the Real Property Records of Hardin County, Texas, at 12:00 pm or not later than three (3) hours after that time on Tuesday, November 7, 2023, the property described by the Security Instrument and more particularly described as follows:

The North Seventy-five feet of Lots Numbered One and Two (N. 75' of 1 & 2) and the North Seventy-five feet of the East One-half of Lot Number Three (N. 75' of E. ½ of 3) in Block Number Fourteen (14), being a tract of land Seventy-five feet (75') by One Hundred Twenty-Five feet (125') in the Northeast corner of Block Number Fourteen (14), of SARAH GUEDRY SUBDIVISION in the Town of Sour Lake, Hardin County, Texas according to the map or plat thereof recorded in/under Volume 1, Page 128 of the Map/Plat Records of Hardin County, Texas.

The sale will be made subject to all matters which are prior to the Security Instrument, which affect title thereto, and which are a superior interest in and to the above described property. The sale shall not cover any property that has been released from the lien of the Security Instrument. As provided by *Texas Property Code* Section 51.009, the real property is being sold and will be acquired "as is" without any expre3ss or implied warranties, except as to warranties of title, and at the purchaser's own risk.
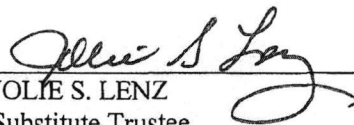
Prior to the foreclosure sale, Beneficiary may appoint another person as Substitute Trustee to conduct the sale. As provided by *Texas Property Code* Section 51.0076(a), the Substitute Trustee may set reasonable conditions for conducting the sale if the conditions are announced before the bidding is opened for the first sale of the day held by the Substitute Trustee.

As provided by *Texas Property Code* Section 51.0076(f), the purchase price for this sale will be due and payable without delay on acceptance of the bid or within such reasonable time as may be agreed upon by the purchaser and the Substitute Trustee if the purchaser makes such request for additional time to deliver the purchase price. In no event, however, will the additional time extend beyond 3:45 pm on the day of the sale. Since the terms of the sale will be for cash, on the day of sale, those desiring to purchase the property will need to demonstrate their ability to pay cash. The only cash equivalent that the Substitute Trustee will accept will be a cashier's check payable to the Beneficiary drawn on a reasonably acceptable federally insured financial institution having a physical presence in Jefferson County, Texas.

The Security Instrument permits Beneficiary to postpone, withdraw, or reschedule the sale for another day. In such case, I need not appear at the date, time and place of the 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. Such reposting or refiling may be after the date originally scheduled for this sale.

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.

WITNESS MY HAND this __3rd__ day of October, 2023.

JOLIE S. LENZ
Substitute Trustee

Address:
1401 McKinney Street, 17th Floor
Houston, Texas 77010