



Notice of Foreclosure Sale

October 15, 2021

Deed of Trust ("Deed of Trust"):

Dated: December 29, 2012

Grantor: Beverly Gail Kemp Lauderdale, as Trustee of the James Ray Kemp Living Trust

Trustee: Donald J. Baker

Lender: Beverly Gail Kemp Lauderdale, as Trustee of the James Ray Kemp Living Trust

Recorded As: Instrument #: 2012041026 in the real property records of McLennan County, Texas

Legal Description: A tract of land situated in McLennan County, Texas, and described fully by metes and bounds in Exhibit A, attached hereto and incorporated herein and made a part hereof, describing two contiguous tracts of land in McLennan County, Texas, described fully by metes and bounds in Exhibit A as Tract 1 and Tract 2; both tracts being a part of the Curheil League on the Tomas Vega 11 League Grant in McLennan County, Texas; both tracts being the same tracts that are described in Exhibit C as Tract 1 and Tract 2 in a General Warranty Deed dated June 27, 2012, from Grady Wilburn Kemp, Loyd Ray Kemp, Patsy Lynn Kemp Skinner, Beverly Gail Kemp Lauderdale, Ronney Martin Kemp and Doris Ann Kemp Reeves, in their individual capacity, to Beverly Gail Kemp Lauderdale, Trustee of the James Ray Kemp Living Trust and recorded on July 13, 2012, as No. 2012021452 in the Official Public Records of McLennan County, Texas; With a Common Address of 3119 Pipkin Lane, Waco, TX 76705

Secures: Promissory Note ("Note") in the original principal amount of \$50,000.00, executed by Ray Allen Kemp a ("Borrower") and payable to the order of Lender

Foreclosure Sale:

Date: Tuesday, December 7, 2021

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 A.M. and not later than three hours thereafter.

Place: The top of the outside steps to the 2nd floor in front of the Courthouse at 501 Washington Avenue, Waco, TX 76701

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 The James Ray Kemp Living Trust'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, The James Ray Kemp Living Trust, 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 The James Ray Kemp Living Trust's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with The James Ray Kemp Living Trust'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 The James Ray Kemp Living Trust 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 The James Ray Kemp Living 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 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.

/s/ *Chris Harris*

Chris Harris

Hutson & Harris

State Bar No.: 24005032

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Attorney for The James Ray Kemp Living Trust

EXHIBIT A

Tract 1 Being that certain tract of land in McLennan County, Texas, conveyed by a Warranty Deed from William Roy Yates, joined by his wife, Marjorie W. Yates, as Grantors, to J.R. Kemp, as Grantee, dated April 25, 1950, and recorded in Volume 654, Page 28 of the Deed Records of McLennan County, Texas, and being described by metes and bounds as follows:

lot, tract and parcel of land, located and situated in McLennan County, Texas, and being a part of the Curheil League on the Tomas Vega 11 League Grant, and a part of the lands conveyed by L. J. Wardlaw and wife to Lee Robertson by deed dated December 3, 1945, recorded in Volume 550, page 86, Deed Records of McLennan County, Texas; said lands herein conveyed being described as follows: BEGINNING at a post in the East line of the old Marlin-Waco road at an intersection with the South line of a cross road, north $59\frac{1}{2}$ degrees East with a fence line 379 feet, the Northwest corner of lands herein conveyed; THENCE continuing in a straight line along said fence line 65 feet to a corner; THENCE South 100 feet to corner; THENCE West 65 feet to corner; THENCE North 100 feet to a corner, and place of beginning, said tract of land in the form of a parallelogram 65 by 100 feet, and being the same land conveyed to grantor by Lee Robertson - - - - -

Tract 2 Being that certain tract of land in McLennan County, Texas, conveyed by a Warranty Deed from Lee Robertson and wife, Faye Robertson, as Grantors, to J.R. Kemp, as Grantee, dated May 1, 1950, and recorded in Volume 657, Page 142 of the Deed Records of McLennan County, Texas, and being described by metes and bounds as follows:

lot, tract and parcel of land, located and situated in McLennan County, Texas, being a part of the Curheil League on the Tomas Vega 11 League Grant, and a part of the lands conveyed by L J Wardlaw and wife to grantor herein, as of December 3, 1945, by deed recorded in Volume 550, page 86, Deed Records of McLennan County; said lands herein conveyed described as follows: BEGINNING at the Northeast corner of a tract of land heretofore conveyed to William Roy Yates by grantors herein, and continuing along the south boundary line of what is known as the Pipkin land 58 feet to a corner; THENCE Southwest 248 feet to a corner; THENCE West 59 feet to a corner; THENCE Northwest 156 feet to the Northwest corner of said Yates tract of land; THENCE Southeast 65 feet to the Southwest corner of said Yates tract; THENCE Northwest 100 feet to the place of beginning - - - - -