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

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 COMPOTENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

NOTICE OF FORECLOSURE SALE

1. *Property to Be Sold.* The property to be sold is described as follows:

NOTICE OF ACCELERATION and FORECLOSURE SALE on TUESDAY, DECEMBER in the original principal amount of \$30,000.00 on the deed of trust and promissory note dated May 6, 2014, executed by ALAN CARTLIDGE and BEVERLY CARTLIDGE and payable to the order of Alvin E. Morgan, and notice of intent to accelerate unpaid principal balance and accrued interest owed on note, for the following real property located in Hardin County, Texas, and described as follows:

BEING LOTS Numbered TWENTY-THREE (23), TWENTY-FOUR (24), and the NORTH ONE-HALF of TWENTY-FIVE (25), in BLOCK NUMBER FOUR (4), of the KIRBY ADDITION, SECTION TWO (2), to the TOWN OF SILSBEE, Hardin County, Texas as the same appears upon the map or plat thereof, on file and of record in Volume 2, Page 54 of the Plat Records of Hardin County, Texas.

- 2. Instrument to be Foreclosed. The instrument to be foreclosed is the deed of trust recorded as Instrument Number 2014-51872, in the Official Public Records of Hardin County, Texas.
- 3. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date:

Tuesday, December 2, 2025

Time:

The sale of the Property will begin no earlier than 10:00 A.M. and not later

than three hours thereafter.

Place:

Area designated by the Commissioners Court, pursuant to Section 51.002 of the Texas Property Code as the place where the foreclosure sales are to take place. If no place is designated by the Commissioners Court, sale will be conducted at the place where the Notice of Substitute Trustee's Sale was posted.

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The deed of trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and re-filed in accordance with the posting and filing requirements of the Texas Property Code. The reposting or re-filing may be after the date originally scheduled for this sale.

4. *Terms of Sale*. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold.

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 the deed of trust, the beneficiary has the right to direct the Trustee and/or Substitute Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (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 of the Texas Property Code, the trustee and/or substitute trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

5. *Type of Sale*. The sale is a non-judicial foreclosure sale being conducted pursuant to the authority conferred upon the power of sale granted by the deed of trust by Grantors, ALAN CARTLIDGE and BEVERLY CARTLIDGE, to beneficiary, Alvin E. Morgan, executed May 6, 2014, and recorded as Instrument Number 2014-51872, in the Official Public Records of Hardin County, Texas.

The real property and personal property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

6. Obligations Secured. The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of \$30,000.00, executed by ALAN CARTLIDGE and BEVERLY CARTLIDGE and payable to the order of Alvin E. Morgan, with ten (10) percent simple interest; (b) all renewals and extensions of the note; and (c) any and all present and future indebtedness of ALAN CARTLIDGE and BEVERLY CARTLIDGE to Alvin E. Morgan, his heirs and/or assigns, who is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

The principal balance of the note is \$18,217.14 plus all unpaid accrued interest thereon of \$911.00, said interest is accumulating at a daily rate of \$5.09 per day, through October 28, 2025, and \$478.56 for reimbursement of property taxes paid by the Noteholder and \$2,560.33 for estimated attorney's fees and costs which will increase on the date of the foreclosure sale; for a total owed as of October 28, 2025 of \$22,167.03.

Questions concerning the sale may be directed to Jackson Morones PLLC, P.O. Box 2383, Silsbee, Texas 77656, (409) 385-9800.

7. Default and Request to Act. Default has occurred under the deed of trust, and the beneficiary has requested JENNIFER JACKSON MORONES, JENNIFER FOLSOM, MATTHEW MORONES, OR ASHLEA CROOK, as Substitute Trustee, to act either independently, in place of said original Trustee under and by virtue of said Deed of Trust and any one of them are authorized to sell the property in said Deed of Trust described as provided herein. The address for the Substitute Trustee as required by the Texas Property Code, Section 51.0075(c) is 222 N. 5th Street, Silsbee, Texas 77656, (409) 385-9800.

By:

Jennifer Jackson Morones
SBOT: 24046480

JACKSON MORONES PLLC
P.O. Box 2383
222 N. 5th Street
Silsbee, Texas 77656
By:

Telephone: (409) 385-9800

By:

Ashlea Crook, Substitute Trustee

Facsimile: (409) 385-9801