

**NOTICE OF FORECLOSURE SALE**

FILED FOR RECORD  
2022 JUL -7 AM 11:50  
KELLEY PRICE  
COUNTY CLERK

Notice is hereby given of a public nonjudicial foreclosure sale.

1. Deed of Trust. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the following described deed of trust:

Date: March 13, 2009  
Grantor: Ronald J. Richardson  
Beneficiary: Alliance Bank  
Substitute Trustee: Scott A. Ritcheson, and/or Douglas A. Ritcheson, and/or Charles E. Lauffer, Jr., and/or Lance Vincent  
Recording Information: Deed of Trust recorded under Clerk's File No. 2009-00003652, in the Official Public Records of Wood County, Texas.

2. Property to be Sold. The property to be sold (the "Property") is described as follows:

**All that certain lot, tract or parcel of land situated in Wood County, Texas, being more particularly described in the Deed of Trust and on what is attached hereto as Exhibit "A" and made a part hereof for all purposes.**

3. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time and place:

Date: **August 2, 2022**  
Time: The sale shall begin no earlier than 10:00 a.m. or no later than three (3) hours thereafter. The sale shall be completed by no later than 1:00 p.m.  
Place: Wood County Courthouse in Quitman, Texas, at the following location:

In the area of such Courthouse designated by the Wood County Commissioners' Court as the area where foreclosure sales shall

take place, or, if no such area has been designated, then at the East door of the Wood County Courthouse, in Quitman, Texas.

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 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.

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 date the property is sold.

The sale will be made expressly subject to unpaid ad valorem taxes and 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 other 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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

A purchaser at the sale of the Property “acquires the Property ‘AS IS’ without any expressed or implied warranties” (except as to the warranties of title from the grantor identified in the deed of trust described below). Any purchaser acquires the Property “at the purchaser's

own risk.” TEXAS PROPERTY CODE §51.009. Nothing set forth in this Notice is an express or implied representation or warranty regarding the Property, all of which are specifically disclaimed by the undersigned and by the beneficiary of the herein described deed of trust.


5. Type of Sale. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Ronald J. Richardson. The deed of trust is dated March 13, 2009, and is recorded in the office of the County Clerk of Wood County, Texas, under Clerk's File No. 2009-00003652, in the Official Public Records of Wood County, Texas.

6. Obligations Secured. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including, but not limited to, (1) the March 13, 2009 promissory note in the original principal amount of \$53,625.00, executed by Ronald J. Richardson, and payable to the order of Alliance Bank; (2) all renewals and extensions of the note; (3) all interest, late charges, fees and other expenses payable under said note on the herein described deed of trust; and (4) all other debts and obligations described in the deed of trust (including all debts secured by any cross-collateralization clause in the deed of trust). Alliance Bank is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, Alliance Bank, Attention: Monica Ames, telephone (903) 439-6732.

7. Default and Request to Act. Default has occurred under the deed of trust, and the beneficiary has asked me, as substitute trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

DATED: July 6, 2022.



SCOTT A. RITCHESON, Substitute Trustee  
821 ESE Loop 323, Suite 530  
Tyler, Texas 75701  
Tel: (903) 535-2900  
Fax: (903) 533-8646

**Notice to Members of the Armed Forces of the United States:**

**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.**

## EXHIBIT "A"

All that certain tract or parcel of land situated in the W. H. Summerlin Survey, Abstract No. 557, in the City of Winnsboro, Wood County, Texas; being all of that certain tract described in Deed to Annie L. Dunn, dated 1994, recorded in Volume 1385, Page 338, Real Property Records of Wood County, Texas; being part of Block V-1 of said City; and being more particularly described as follows:

BEGINNING at a ½ inch iron rod set on the Northeast corner of said Dunn tract, on the Southeast corner of a tract described in Deed to Johnny Lanier and wife, Mary Anne Lanier, recorded in Volume 662, Page 45, Deed Records of said County, and being on the West right-of-way line of Post Oak Street;

THENCE S 0° 31' 21" E along said right-of-way line - 79.49 feet to a ½ Inch iron rod set on the Southeast corner of said Dunn tract and on the Northeast corner of a ½ acre tract described in Deed to Frank Wolfe and wife, Susan Wolfe, recorded in Volume 1401, Page 385 of said Real Property Records;

THENCE S 89° 11' 57" W along the South line of said Dunn tract and the North line of said Wolfe tract - 186.58 feet to a ½ inch iron pipe found on the Southwest corner of said Dunn tract and on the Northwest corner of said Wolfe tract;

THENCE NORTH along the fenced West line of said Dunn tract - 79.50 feet to a ½ inch iron rod set on the Northwest corner of said Dunn tract and on the Southwest corner of said Lanier tract;

THENCE N 89° 11' 57" E along the North line of said Dunn tract and the South line of said Lanier tract - 185.86 feet to the PLACE OF BEGINNING containing 0.340 acres of land.