

1-5 F

NOTICE OF FORECLOSURE SALE

August 9, 2023

Deed of Trust ("Deed of Trust"):

Dated: September 11, 2022

Grantor: Lori S. Aaron
Philip Aaron
5983 Country Road 4400
Commerce, Texas 75428

Trustee: Alicia Baum
200 S. Collegiate Dr.
Paris, Texas, 75460

Lender: Lamar National Bank
Frisco Office, c/o Paris Main Branch
P.O. Box 1097, Paris, Texas 75461

FILED FOR RECORD
at 9:06 o'clock A M

AUG 10 2023

BECKY LANDRUM
County Clerk, Hunt County, Tex.
by *Becky Landrum*

Recorded in: Recorded as Instrument No. 2022-24891 of the real property records of Hunt County, Texas.

Legal Description: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust (Instrument No. 2022-24891), including the real property described in the attached Exhibit A, and all rights and appurtenances thereto.

Secures: Promissory Note ("Note") in the original principal amount of \$3,550,040.00 executed by North Parkway Surgical Institute, LLC ("Borrower") and payable to the order of Lender. As used herein, the terms "Note" and "Deed of Trust" mean the Note and Deed of Trust as so modified, renewed, and/or extended.

Property: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust (Instrument No. 2022-24891), including the real property described in the attached Exhibit A, and all rights and appurtenances thereto, and commonly known as a 1,442.54-acre tract of vacant land located in the county of Hunt, State of Texas, TX.

Guaranty(s): (1) The Note is guaranteed by a Commercial Guaranty, dated September 11, 2022, and executed by Concord Surgical Care, LLC, in favor of Lender; and

(2) The Note is guaranteed by a Commercial Guaranty, dated September 11, 2022, and executed by Lori S. Aaron, individually, in favor of Lender.

Substitute Trustee: Greg Wilson

Substitute Trustee's Address: 200 S. Collegiate Dr., Paris, Texas 75460.

Foreclosure Sale:

Date: September 5, 2023 (first Tuesday of the month)

Time: The sale of the Property will be held between the hours of 1:00 p.m. and 4:00 p.m. local time.

Place: Hunt County Courthouse
2507 Lee St
Greenville, TX 75401

THE COMMON AREA AT THE BASE OF THE CENTRAL STAIRWAY ON THE SECOND FLOOR OF THE HUNT COUNTY, COURTHOUSE LOCATED AT 2507 LEE STREET, GREENVILLE, TEXAS, OR AT THE BASE OF THE NORTH STEPS OUTSIDE THE COURTHOUSE IN THE EVENT THE COURTHOUSE IS CLOSED, OR AS DESIGNATED BY THE COUNTY COMMISSIONERS, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE

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 Lender'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, Lender 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 Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender'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 Lender 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.

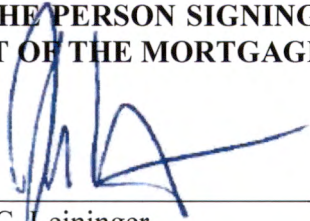
The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain 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 Lender. 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 IDENTIFIED HEREIN 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.



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Attorney for Lender