

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public non-judicial foreclosure sale.

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

All property (real, personal or otherwise) described in the deed of trust (as hereinafter defined as the "Deed of Trust"), together with the rights, appurtenances and improvements thereto, including, but not limited to, the real property described on **Exhibit A** attached hereto and made a part hereof. In the event any property encumbered by the Deed of Trust has been released by Lender (or its predecessor in interest, as applicable), then said released property shall be excluded from the property sold at foreclosure.

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

Date: **Tuesday, December 4, 2018.**

Time: The sale shall begin no earlier than **10:00 a.m.** or no later than three hours thereafter. The sale shall be completed by no later than **1:00 p.m.**

Place: The sale will take place at the **Cass County Courthouse** at the place designated by the Cass County Commissioner's Court.

FILED FOR RECORD
2018 NOV 13 PM 2:14
AMY L. ANFIELD
CASS COUNTY CLERK

The Deed of Trust permits the Lender (as hereinafter defined) 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 and/or Texas Business and Commerce Code. Such reposting or refiling may be after the date originally scheduled for this sale.

3. **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 Lender to have the bid credited 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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

4. Type of Sale. The sale is a non-judicial foreclosure sale being conducted pursuant to the power of sale granted by that certain Deed of Trust (the "Deed of Trust") recorded under Instrument No. 2007002532 in the Real Property Records of Cass County, Texas, and executed by Richard L. Graves and Elizabeth Diana Graves (whether one or more, the "Grantor"), for the benefit of 21st Mortgage Corporation ("Lender"), covering the property described above.

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on: that certain Installment Contract – Security Agreement (the "Note") dated on or about May 11, 2007, executed by the Grantor and payable to the order of Lender, and all renewals, modifications and extensions of the Note. Lender is the current owner and/or holder of the Note and the Indebtedness and is the beneficiary under the Deed of Trust.

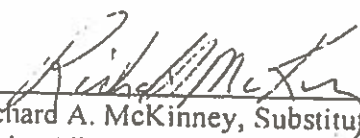
Questions concerning the sale may be directed to the undersigned or to the Lender:

21st Mortgage Corporation
620 Market Street One Center Square
Knoxville, TN 37902
Phone: 800-955-0021
Fax: 866-231-4851

6. Default and Request To Act. Default has occurred under the Deed of Trust, and Lender has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale Lender may appoint another person as substitute trustee to conduct the sale.

7. Armed Forces Notice. 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.

DATED: November 9, 2018.


Richard A. McKinney, Substitute Trustee
Higier Allen & Lautin, P.C.
The Tower at Cityplace
2711 N. Haskell Ave., Suite 2400
Dallas, Texas 75204
Telephone: (972) 716-1888
Fax: (972) 716-1899


Robert A. Mont 11-13-18

*****PLEASE FAX ALL COMMUNICATIONS REGARDING THIS MATTER TO THE
SUBSTITUTE TRUSTEE AT 972-716-1899 (FAX), NOTE THE SUBSTITUTE
TRUSTEE'S NAME ON YOUR COVER SHEET AND CONTACT THE SUBSTITUTE
TRUSTEE AT 972-716-1888 (PHONE) TO CONFIRM RECEIPT. PLEASE ASSUME
YOUR FAX HAS NOT BEEN RECEIVED UNTIL YOU VERBALLY CONFIRM
RECEIPT THEREOF WITH OUR OFFICE. THANKS IN ADVANCE FOR YOUR
COOPERATION.*****

EXHIBIT A

PROPERTY DESCRIPTION

[FOLLOWS THIS COVER PAGE]

EXHIBIT "A"

All that certain tract or parcel of land being a part of Lot No. 23 of the Cass County School Land Survey A-174 Cass County Texas and being part of that certain tract of land conveyed to Robert F. Pierce as recorded in Vol. 547, page 243, Deed Records, Cass County Texas and the subject tract of land being more particularly described by metes and bounds as follows:

Commencing at the southwest corner of said Pierce tract of land, same being the southwest corner of Lot No. 234;

Thence N 00 deg. 08' 28" W, 1623.59 feet with the west line of said Pierce tract of land to an iron pin set for corner;

Thence East 2336.27 feet to an iron pin set for corner and being the Point of Beginning for the described tract of land;

Thence East 262.04 feet to a point for corner on the west line of a County Road;

Thence S 00 deg. 55' 07" E 498.80 feet with the west line of said County Road to a point for corner;

Thence West 262.04 feet to a point for corner;

Thence N 00 deg. 55' 07" W 498.80 feet to the Point of Beginning containing 3.00 acres of land, more or less.

