

# Notice of Foreclosure Sale



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

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

1. **Property To Be Sold.**

The real property commonly known as **128 Summitt Street**, Graham, Young County, Texas, and being more fully described as follows:

**Being surface and surface estate only** in and to the **South seventy feet (S 70')** of the **North one hundred forty feet (N 140')** of that certain tract or parcel of land conveyed by Raymond T. Holman to W. W. Donald (Don) Holman, DBA Don Holman Real Estate dated April 21, 1971, recorded in Volume 465, Page 608, Deed Records of Young County, Texas, and which 140 foot tract is more particularly described as follows:

**Beginning** on the West boundary line of a 4-1/2 acre tract out of Block No. 109 of the Ben Hill Subdivision of the City of Graham, Abstract No. 137, as shown by plat recorded in Volume 1, Page 122, of the Young County, Texas Plat Records, conveyed by L. Raymond Reed to H. H. Clark by a deed dated February 7, 1931, recorded in Volume 145, Page 57, of the Young County, Texas Deed Records, at a point 648.9 feet South of the Northwest corner of said 4-1/2 acre tract, said point being the **beginning point** of this tract and also being the Southwest corner of a 23 foot by 154 foot tract conveyed by H. L. Bush to Richard Rodgers by deed dated October 2, 1943, recorded in Volume 288, Page 317, of the Young County, Texas, Deed Records;

**Thence** East along the South boundary line of the said Rodgers tract 154 feet to the East boundary line of said 4-1/2 acre tract for corner and being the West boundary line of North Summitt Street;

**Thence** South 140 feet along the West boundary line of North Summitt Street for corner, the Southeast corner of this tract;

**Thence** West parallel to the North boundary line of this tract 154 feet to a point in the West boundary line of said 4-1/2 acre tract, being the Southwest corner of the tract here conveyed;

**Thence** North along said West boundary line 140 feet to the **place of beginning.**

2. **Date, Time, and Place of Sale.**

The sale is scheduled to be held at the following date, time, and place:

**Date:** Tuesday, February 6, 2018

**Time:** The sale shall begin no earlier than 10:00 A.M. and no later than three (3) hours thereafter. The sale shall be completed by no later than 4:00 P.M.

**Place:** Young County Courthouse, 516 Fourth Street, Graham, Young County, Texas, at the location designated by the Young County Commissioner's Court for holding such sales.

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.

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

**THE PROPERTY WILL BE SOLD "AS IS" AND "WITH ALL FAULTS".**

4. **Type of Sale.**

The sale is a non-judicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the following *Deed of Trust*:

*Deed of Trust* dated **November 7, 2002**, from **James Clay**, as Grantor, to **Delbert W. Lee**, as Trustee, for the benefit of **First National Bank in Graham**, and which is recorded in Volume 918, Page 185, of the Official Public Records of Young County, Texas.

5. **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) **Ciera Bank** Loan No. 10596, evidenced by *Real Estate Lien Note* dated **November 7, 2002**, executed by **James Clay**, as Borrower, payable to **First National Bank in Graham**, a national bank, as Lender, and in the original principal sum of **thirty-four thousand four hundred and no/100 dollars (\$34,400.00)**; and,
- (2) All renewals and extensions of the *Note*.

**Ciera Bank**, a Texas state bank, formerly known as **First National Bank in Graham**, a national bank, is the current owner and holder of the Obligations and is the Beneficiary under the *Deed of Trust*.

As of **December 18, 2017**, there was owed **\$18,491.01** in principal, plus all unpaid accrued interest and late charges. The *Note* will continue to accrue interest at the rate set forth in the *Note* until paid. Additionally, the *Note* and the *Deed of Trust* securing the *Note* provide for reimbursement of reasonable attorney's fees incurred by the holder and beneficiary of these instruments in the collection of the indebtedness owed on the *Note*.

6. **Questions Concerning Sale.**

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

**Ciera Bank**  
Attention: Mr. Delbert W. Lee  
P. O. Box 540  
Graham, Texas 76450  
Telephone: (940) 549-2040  
Email: [del.lee@cierabank.com](mailto:del.lee@cierabank.com)

7. **Appointment of Substitute Trustee.**

The Beneficiary has appointed **Stanley H. Peavy, III**, as Substitute Trustee, by and through the following instrument:

*Appointment of Substitute Trustee* dated **December 18, 2017**, executed by **Ciera Bank** and filed for record as **Instrument No. 17003472** in the Official Public Records of Young County, Texas.

8. **Default and Request To Act.**

Default has occurred under the *Deed of Trust*, and the Beneficiary has requested **Stanley H. Peavy, III**, as Substitute Trustee, to conduct this sale. Notice is given that before the sale the Beneficiary may appoint another person as substitute trustee to conduct the sale.



