

RECEIVED AND FILED
FOR POSTING
At 1:23 O'Clock P.M.
APR 30 2024
JACKIE ENSEY Co. Clerk
STEPHENS COUNTY TEXAS
By Jackie Ensey

Notice of Substitute Trustee's Sale

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.

Notice is hereby given that, subject to the terms and conditions set forth in this Notice, a public sale, at auction, of the Property (as that term is defined and described below) will be held at the date, time and place set forth in this Notice.

1. *Property to Be Sold.* The Property to be sold, including improvements (collectively, the "Property"), is described as follows:

Legal Description of the Property:

See Exhibit "A"

Mailing Address of the Property:

1205 W Elliott St., Breckenridge, Texas 76424

2. *Deed of Trust Creating Lien That Is The Subject of Sale.*

Deed of Trust dated June 8, 2022, executed by Michael G Akers, Jr. to Luke Grider, Trustee for the benefit of InterBank, recorded in the Official Public Records of Stephens County, Texas as Document No. 00001114 (the "***Deed of Trust***")

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

Date: June 4, 2024

Time: The sale will begin no earlier than 1:00 p.m. or no later than three hours thereafter.

Place: Stephens County Courthouse, 200 West Walker, Breckenridge, Texas 76424, the South Entrance steps of the Courthouse, also known as the Walker Street Entrance, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioners Court, pursuant to Section 51.002 of the Texas Property Code.

The Beneficiary reserves the right to postpone, withdraw, or reschedule the sale for another day. In the event that the sale is postponed or rescheduled, notice of the date of any rescheduled Substitute Trustee's 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 permitting the Beneficiary to have its bid(s) credited to the amounts owing under the terms of the Note (as hereafter described) that is secured by the Deed of Trust.

Those desiring to purchase the Property will need to demonstrate their immediate ability to pay by cash (which may be by cashier's check) at the time that 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 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 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" 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 undersigned, as Substitute Trustee, reserves the right to set reasonable conditions (in addition to the conditions set forth herein) 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 Substitute Trustee.

5. *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 Deed of Trust.

6. *Obligations Secured.* The Deed of Trust dated June 8, 2022 including all extensions, modifications, improvements and renewals thereof provides that it secures the payment of the indebtedness and obligations therein described including, but not limited to the Promissory Note in the original principal amount of \$126,000.00 made payable to the order of InterBank. InterBank is the current owner and holder of the afore-mentioned Note and Deed of Trust and is the beneficiary identified therein.

7. *Trustee/Substitute Trustee.* The undersigned has been appointed by the Beneficiary as Substitute Trustee under the terms of the Deed of Trust and may be referred to herein as either the “Trustee” or “Substitute Trustee”.

8. *Default and Request to Act.* Default has occurred in the payment of indebtedness due under the afore-mentioned Note that is secured by the Deed of Trust. As a result, all of the unpaid balance of principal and accrued interest upon, the Note is now due and payable, along with all costs and expenses (including attorney’s fees) that have been incurred by the Beneficiary and that are secured by the Deed of Trust. The Beneficiary has requested the Substitute Trustee under the Deed of Trust, to conduct this sale, the proceeds of such sale to be applied in accordance with the terms of the Deed of Trust. Notice is hereby given that before the sale, the Beneficiary may appoint another person substitute trustee to conduct the sale.

THEREFORE, at the date, time and place set forth above, the appointed Substitute Trustee will sell the Property (including any improvements) at public auction to the highest bidder for cash (subject to the right of the Beneficiary to have its bid(s) credited to the amounts due under the Note) pursuant to the terms of the Deed of Trust and applicable law.

Questions concerning the sale may be directed to the undersigned.

Dated: April 30, 2024.



Jessica Haile, and/or Amy Teague
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EXHIBIT "A"

SURFACE OF A TRACT OR PARCEL OF LAND DESCRIBED AS A 0.21 ACRE TRACT OUT OF THE SOUTHWEST ONE-FOURTH OF SECTION 9, LUNATIC ASYLUM LANDS, ABSTRACT 954, STEPHENS COUNTY, TEXAS AND BEING A PART OF TRACT C OUT OF THE J.M. PEEKS SUBDIVISION, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS 77 FEET WEST OF NORTHEAST CORNER OF J.M. PEEKS 17-2/9 ACRE TRACT WHICH IS DESCRIBED IN DEED DATED DECEMBER 22, 1919, AND RECORDED IN VOLUME 55, PAGE 271, DEED RECORDS OF STEPHENS COUNTY, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE WEST WITH NORTH LINE OF SAID PEEKS TRACT, 65 FEET TO POINT FOR NORTHWEST CORNER OF THIS TRACT;

THENCE SOUTH PARALLEL WITH WEST LINE OF SAID J.M. PEEKS TRACT, 140 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE EAST 65 FEET TO A POINT FOR SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH PARALLEL WITH EAST BOUNDARY LINE OF SAID J.M. PEEKS TRACT, 140 FEET TO PLACE OF BEGINNING;

AND BEING THE SAME TRACT OR PARCEL OF LAND CONVEYED BY IVA LEE WOOD GRACE, ET VIR TO HADLEY L. FOSTER, ET UX BY DEED DATED JULY 20, 1955, RECORDED IN VOLUME 275, PAGE 233, DEED RECORDS OF STEPHENS COUNTY, TEXAS.