

2013-05  
FILED FOR RECORD  
AT 10:15 O'CLOCK A.M.

JAN 14 2013

SHERRY BOWD  
COUNTY CLERK NAVARRO COUNTY, TEXAS  
BY SW DEPUTY

### NOTICE OF FORECLOSURE SALE

1. **Property To Be Sold.** The property to be sold is located in **Navarro** County, Texas and is described as follows:  
  
Lot #9 and Lot #10, Block #25, City of Frost, Navarro County, Texas.
2. **Date, Time, and Place of Sale.**  
  
Date: **February 5, 2013**  
  
Time: The sale shall begin no earlier than 10:00 **a.m.** and shall end no later than three hours after, or by 1:00 p.m.  
  
Place: At the **Navarro** County Courthouse located at **300 West 3<sup>rd</sup> Ave., Suite 101** in **Corsicana**, Texas at the following location: **front steps of the county courthouse.**
3. **Postponement, Withdrawing, or Rescheduling of the Sale** - The **Deed of Trust** permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee need not appear at the scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of any rescheduled foreclosure sale will be re-posted and re-filed, and 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 to have the bid credited up to the amount of the unpaid debt secured by the **Deed of Trust**. 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**. Prospective bidders are reminded that, by law, the sale will be subject to all prior matters of record affecting the property. Prospective bidders are strongly urged to examine the property records to determine the nature and extent of such matters, if any.
5. **Type of Sale.** The sale is a non-judicial foreclosure sale being conducted pursuant to the power of sale granted by a **Deed of Trust** executed by **Mack H. Holmes and Annie B. Holmes, husband and wife**, "Obligor," dated **February 11, 2010**, recorded in the office of the County Clerk of **Navarro** County, Texas, on **March 9, 2010** and located as document no. **2010-00001538**.

6. **Obligations Secured.** The **Deed of Trust** secures the payment of the debt described, including but not limited to **Deed of Trust Note** in the original amount of **\$79,900.00** executed by **Mack H. Holmes and Annie B. Holmes, husband and wife** and payable to the order of United-Bilt Homes, L.L.C., the current owner and holder of the Obligations and the beneficiary under the **Deed of Trust**.
7. **Default and Request to Act.** The Obligor has defaulted, and the beneficiary has requested me, as 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.
8. **Inquiries.** Questions concerning the sale may be directed to the undersigned Trustee, C. Alan Gauldin.

**DATED January 10, 2013.**



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