

2013-143
FILED FOR RECORD
AT 11:50 O'CLOCK A.M.
AUG 13 2013

NOTICE OF SALE

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

Tract 282, THE SHORES ON RICHLAND CHAMBERS LAKE, PHASE 1, an Addition of 442.046 acres to Navarro County, Texas, located in the Robert Caradine Survey, Abstract No. 139, Navarro County, Texas, and filed of record at Volume 7, Pages 307 – 320, Official Map and Plat Records of Navarro County, Texas, and at Volume 1783, Page 830, Official Real Property Records of Navarro County, Texas (the "**Real Property**"); and

Boat Slip License Agreement dated August 7, 2006, executed by Louise Githiora and Anthony Waweru and Texas Land & Lakes, Ltd. covering Boat Slip Number B8 at The Shores at Richland Chambers Lake in Navarro County, Texas (the "**License**").

2. Instruments to Be Foreclosed. The instruments to be foreclosed are a deed of trust executed by Louise Githiora and Anthony Waweru ("**Borrowers**") to David Zalman, trustee, recorded on September 18, 2006, as Document Number 9877 in the Official Public Records of Navarro County, Texas (the "**Deed of Trust**"), and a Security Agreement dated November 12, 2012, executed by Borrowers for the benefit of Lender granting Lender a security interest in the License (the "**Security Agreement**").

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

Date: September 3, 2013

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

Place: Front steps of the Navarro County Courthouse at 300 West 3rd Street, Corsicana, Texas 75110.

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. The reposting or refiling 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 and the Security Agreement 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 and the Security Agreement at the time of sale.

Those desiring to purchase the Property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The sale of the Property will be made expressly subject to any title matters set forth in the Deed of Trust and the Security Agreement, and prospective bidders are advised that by law the sale will 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 and/or the Security Agreement. The sale shall not cover any part of the Property that has been released of public record from the liens of the Deed of Trust or the Security Agreement. Prospective bidders are strongly urged to examine the applicable records to determine the nature and extent of such matters, if any.

Pursuant to the Deed of Trust and the Security Agreement, the beneficiary has the right to direct the 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 Real Property will be sold in **“AS IS, WHERE 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 trustee reserves the right to set further reasonable conditions 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 trustee or any substitute trustee.

5. Type of Sale. The sale is a nonjudicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust and the Security Agreement.

The real property and personal property encumbered by the Deed of Trust and the Security Agreement will be sold at the sale in accordance with the provisions of the Deed of Trust, the Security Agreement and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

6. Obligations Secured. The Deed of Trust and the Security Agreement secure the payment of the indebtedness and obligations therein described (collectively, the "**Obligations**"), including, but not limited to, (a) a promissory note dated September 8, 2006, executed by Borrowers, and payable to the order of Prosperity Bank in the original principal amount of \$35,920.00; (b) all renewals and extensions of that note; and (c) any and all present and future indebtedness of Borrowers to Prosperity Bank and its successor in interest. Prosperity Bank is the current owner and holder of the Obligations, and is the beneficiary under the Deed of Trust and the Security Agreement.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, Prosperity Bank, at 100 South Main Street, Corsicana, Texas 75110, phone number (903) 872-0077.

7. Default and Request to Act. Defaults have occurred under the Deed of Trust and the Security Agreement, and the beneficiary has requested me, as substitute trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the 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.

Executed this 12th day of August, 2013.



BRYAN CANNON, Substitute
Trustee

Mailing Address: P. O. Box 170844
Arlington, Texas 76003
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Fax (817) 466-7025

Street Address: 6704 Nantucket Lane
Arlington, Texas 76001