

2014-18
FILED FOR RECORD
AT 0555 O'CLOCK A.M.

AFTER RECORDING, RETURN TO:

JAN 14 2014

David A. Miller
Miller Mentzer Walker, P.C.
P. O. Box 130
100 N. Main St.
Palmer, Texas 75152

SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY  DEPUTY

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

STATE OF TEXAS
COUNTY OF NAVARRO

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

Refer to Exhibit "A" attached hereto and made a part hereof, including all personal property secured by the security agreement included in the Deed of Trust.

2. ***Instrument to be Foreclosed.*** The instrument to be foreclosed is the Modification Agreement – Deed of Trust recorded in\under document #00005284, of the Official Public Records of Navarro County, Texas.

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

Date of Sale: February 4, 2014

Time of Sale: Will begin at 11:00 AM or not later than three (3) hours after that time.

The earliest time the sale will occur is the Time of Sale, and the sale will be conducted no later than three hours thereafter.

Place of Sale:

The sale will occur at the front steps of the south entrance of the courthouse, which location has been designated for such foreclosure sales by the Commissioners Court of Navarro County, Texas or as designated by the County Commissioners.

Notice is given that on the Date of Sale, Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash.

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 postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and rescheduled.

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 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 date 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. 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 to sell the Property in one or more parcels and/or sell all or only part of the Property.

Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold "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/or security agreement contained therein.

6. *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 (a) the promissory notes and modification agreement – deed of trust made by WILLIAM H. WRAGGE (the "Combined Notes"), in the original principal amount of \$326,159.66, payable to the order of VINTAGE BANK ("Beneficiary"), and (b) all renewals and extensions of the Notes. VINTAGE BANK is the current owner and holder of the Obligations and is the Beneficiary under the Deed of Trust.

7. *Default and Request to Act.* Lender has appointed Jeff Frazier as Trustee under the Deed of Trust. Lender has instructed Trustee to offer the Property for sale toward the satisfaction of the

Note. Notice is given that before the sale the Beneficiary may appoint another person substitute trustee to conduct the sale.

ALFRED VEGA, Substitute Trustee
Vintage Bank
300 Hwy 77 N.
Waxahachie, Texas 75168
(972) 935-5200

STATE OF TEXAS)
COUNTY OF ELLIS)

This instrument was acknowledged before me on the 13 day of January, 2014,
by ALFRED VEGA as Substitute Trustee.

Notary Public, State of Texas

My Commission Expires:

9-10-2016

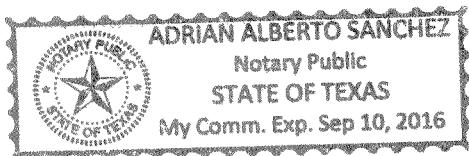


EXHIBIT "A"

BEING a part of the Alfred Hicks Survey, Abstract 335, Navarro County, Texas, also known as Lot 4, block 811-D, Corsicana, Texas, and being the tract described in a deed to Ronald a. Willis, Trustee, recorded in Volume 1404, Page 385, Official Public Records, Navarro County, Texas, and being more particularly described by its metes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ inch pipe found at the northwest corner of said Willis tract and at the intersection of the southeast line of West 2nd Avenue and the northeast line of Miracle Drive;

THENCE N $60^{\circ}22'00''$ E, with the common line of said Avenue and Willis tract, 143.00 feet to a $\frac{1}{2}$ inch steel rod found at the common north corner of said Willis tract and the tract described in a deed to Harvey Strain recorded in Volume 1238, Page 512, Deed Records, Navarro County, Texas.

THENCE S $30^{\circ}00'55''$ E, with the common line of said Willis and Strain tract, 249.88 feet (deed S 30° E 250.00 feet) to a 3/4 inch pipe found at their common South corner and on the northwest line of Professional Drive;

THENCE S $60^{\circ}19'01''$ W, with said Professional Drive and Willis tract, passing the east corner of an un-numbered lot in Miracle Addition, recorded in Volume 4, Page 56, Plat Records, Navarro County, Texas, 143.06 feet (deed S $60^{\circ}22'$ W, 143.0 feet) to a 3/4 inch pipe found at the common west corner of said Willis tract and said un-numbered lot and on the northeast line of said Miracle Drive,

THENCE N $30^{\circ}00'00''$ W, (bearing base line) with the common line of said Miracle Drive and Willis tract, 250.00 feet to the point of beginning and containing approximately 0.8207 acre of land