

NOTICE OF FORECLOSURE SALE

FILED FOR RECORDER

2018 JAN 12 PM 2:30

AMY L. VARNELL
CLERK
CASS COUNTY CLERK

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.

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

All that certain 0.53 acre tract or parcel of land situated in the Southwest part of the James Stoneham Survey, Abstract No. 946, and on the Northerly side of the State Highway No. 77 to Shreveport, and being a part of a 1.035 acre tract off the South end of a 10.527 acre tract in said survey now owned by Jay S. Clements and as platted by Wade Engineering of Atlanta, Texas; said 0.53 acre tract being more particularly described as follows:

BEGINNING at a stake on the Northerly ROW line of State Highway No. 77 to Shreveport for the Southwest corner of this tract and the Southeast corner of the West 0.505 acres of said 1.053 acre tract, said corner being 1200 feet North 0° 11' 27" West and 110.00 feet South 77° 39' East from the Southwest corner of said Stoneham Survey;

THENCE: North 0° 06' 17" West across said 1.035 acre tract 205.29 feet to a stake set on the North line of same for the Northwest corner of this tract and the Northeast corner of said 0.505 acre tract;

THENCE: South 78° 12' East with the North line of said 1.035 acre tract 165.24 feet to an iron rod set at its Northeast corner for the Northeast corner of this tract on the West ROW line of Oakwood Trail, a street running through the Spring Valley Estates Subdivision (First Part) as platted by Wade Engineering;

THENCE: Southwesterly with the West ROW line of Oakwood Trail as follows:

South 23° 56' West 26.00 feet;

South 28° 02' West 48.47 feet;

South 30° 05' West 136.56 feet to an iron rod set on the intersection of the West line of Oakwood Trail with the Northerly ROW line of said State Highway No. 77, for the Southeast corner of this tract and the Southeast corner of said 1.035 acre tract;

THENCE: North 77° 30' West with the Northerly ROW line of said Highway, 61.04 feet to the Point of Beginning, and containing 0.53 acre of land, more or less, off the East side of said 1.035 acre tract;

SAVE AND EXCEPT A 10-foot Utility Easement along the North side of the herein described property.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust recorded as Instrument No. 2014005279, of the Official Public Records of Cass County, Texas.

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

Date: February 6, 2018

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: Cass County Courthouse in Linden, Texas, at the following location: the North front door of the County Courthouse in Linden, Cass County, Texas.

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 refileing 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 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 their bid immediately in cash if their bid is accepted.

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 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, 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 foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Marsha J. Chandler.

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

6. *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of \$30,000.00, executed by Marsha J. Chandler, and payable to the order of Lewis W. Johnson, Jr. and wife, Sally P. Johnson; (b) all renewals and extensions of the note; and (c) any and all present and future indebtednesses of Marsha J. Chandler to Lewis W. Johnson, Jr. and wife, Sally P. Johnson which is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, Lewis W. Johnson, Jr. and Sally P. Johnson at 1060 CR 4683, Atlanta, Texas 75551.

7. *Default and Request to Act.* Default has occurred under the deed of trust, 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.

Dated: January 12, 2018


Amanda Whatley Lafferty, Substitute Trustee

103 W. Hiram St.

Atlanta, Texas 75551

Telephone (903) 796-2801

Telecopier (903) 796-5531