

## NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public nonjudicial foreclosure sale.

1. <u>Deed of Trust</u>. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the following described deed of trust:

Date:

January 20, 2006

Grantor:

Johnny Baggs

Beneficiary:

Citizens National Bank (successor-in-interest to First

Mexia Bank, a branch of East Texas National Bank)

Substitute Trustee:

Scott A. Ritcheson

Recording Information:

Deed of Trust recorded in Volume 1195, Page 852, of

the Official Public Records of Limestone County

County, Texas.

2. <u>Property to be Sold</u>. The property to be sold (the "<u>Property</u>") is described as follows:

All that certain 1.42 acres, more or less, situated in Lipscomb Norvelle Survey, A-20, Limestone County, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

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

Date:

January 5, 2016

Time:

The sale shall begin no earlier than 1:00 p.m. or no later than three (3)

hours thereafter. The sale shall be completed by no later than 4:00

p.m.

Place:

Limestone County Courthouse in Groesbeck, Texas, at the following

location:

At the front door of the Courthouse facing State Street.

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. Such reporting 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 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 unpaid ad valorem taxes and 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 other 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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

A purchaser at the sale of the Property "acquires the Property "AS IS" without any expressed or implied warranties" (except as to the warranties of title from the grantor identified in the deed of trust described below). Any purchaser acquires the Property "at the purchaser's own risk." Texas Property Code §51.009. Nothing set forth in this Notice is an express or implied representation or warranty regarding the Property, all of which are specifically disclaimed by the undersigned and by the beneficiary of the herein described deed of trust.

- 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 Johnny Baggs. The deed of trust is dated January 20, 2006, and is recorded in the office of the County Clerk of Limestone County, Texas, in Volume 1195, Page 852 of the Official Records of Limestone County, Texas.
- 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, (1) the January 20, 2006 promissory note in the original principal amount of \$38,724.72, executed by Johnny Baggs, and payable to the order of First Mexia Bank, a branch of East Texas National Bank of Palestine (predecessor in interest to Citizens National Bank); (2) all renewals and extensions of the note; (3) all interest, late charges, fees and other expenses payable under said note on the herein described deed of trust; and (4) all other debts and obligations described in the deed of trust (including all debts secured by any cross-collateralization clause in the deed of trust). Citizens National Bank 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, Citizens National Bank, Attention: Rick Sanders, telephone (903) 562-5396, ext. 2604.

7. <u>Default and Request to Act</u>. Default has occurred under the deed of trust, and the beneficiary has asked 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: December \_\_\_\_\_\_, 2015.

SCOTT A. RITCHESON, Substitute Trustee

821 ESE Loop 323, Suite 530

Tyler, Texas 75701 Tel: (903) 535-2900 Fax: (903) 533-8646

## Notice to Members of the Armed Forces of the United States:

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.

F:\Client\Scott's Clients\CNB\Baggs-FC\Notice of Foreclosure Sale

## EXHIBIT "A"

Being a 1.42 acres tract of land situated in the Lipscomb Norvelle Survey, A-20. Limestone County, Texas, adjacent to old highway 171 (county road LCR 239) and Southeast of the City of Tehuacana, and being part of that First and Second Tract described in the deed dated July 2, 1985 from Arnold G. Murphy, et ux to Lex E. Frazier, et ux recorded in Vol. 742, Pg. 844. Deed Records of Limestone County, Texas (L.C.D.R.), said 1.42 acres tract being more particularly described by metes and bounds as follows:

BEGINNING at a found 4" steel pipe corner post in the East margin of old highway 171 (county road LCR 239) for southwest corner of said First Tract and this tract, same being the Northwest corner of the Todd Amick, et ux called 1.315 acres tract of record in Vol. 975, Pg 545, L.C.D.R.;

THENCE N. 24° 55' 17" W. 234.47 ft. along a fence and said East line of old highway 171 to a set 1/2" iron rod at the base of a 7" treated corner post for angle corner in the West line of this tract;

THENCE N. 16° 31' 21" W., at 8 54 ft. the Northwest corner of said First Tract, continuing with said East line of old highway 171, in all 39.39 ft. to a set 1/2" iron rod in said fence and West line of said Second Tract for Northwest corner of this tract;

THENCE S. 80° 38' 29" E., at 182.19 ft, the South line of said Second Tract and North line of said First Tract, in all 358.00 ft, to a set 1/2" iron rod in the West line of the Joe Davis Thornton, et ux called 43.33 acres tract of record in Vol. 607. Pg. 621, L.C.D.R. and the East line of said First Tract for Northeast corner of said this tract, from which corner the Northeast corner of said First Tract and the Southeast corner of said Second Tract bears N 9° 39' 07" E. 29.00 ft.;

THENCE S. 9° 39' 07" W. 195.00 ft. with a fence to a set 1/2" iron rod at the base of a 4" steel pipe corner in the North line of said Amick tract for Southeast corner of said First Tract and this tract, same being an "ell" corner in the West line of said Thornton tract;

THENCE N. 90° 00' 00" W. (basis of bearing) 210 74 ft. with a language point of Beginning, containing 1.42 acres

Filed for Record in: Limestone County

On: Dec 08,2015 at 10:26A

Burlederle Salazar

STATE OF TEXAS

COUNTY OF LIMESTONE

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the named records of: Limestone County as stamped hereon by me.

Dec 08:2015