

Notice of Foreclosure Sale

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Notice is hereby given of a public non-judicial foreclosure sale.

1. Property To Be Sold.

The property to be sold is described as follows:

The real property commonly known as **827 Carolina Street**, Graham, Young County, Texas 76450, and more fully identified as follows:

Being all of Lot No. Three (3) and the South Half (S/2) of Lot No. Four (4), Block No. Five (5), of the College Heights Addition, Graham, Young County, Texas, together with the house, outbuilding, and any other structure and/or fixtures located on said land as of the date of the below identified Deed of Trust.

2. Date, Time, and Place of Sale.

The sale is scheduled to be held at the following date, time, and place:

Date: Tuesday, January 3, 2017 ⁷ *SHP*

Time: The sale shall begin no earlier than 10:00 A.M. and no later than three (3) hours thereafter. The sale shall be completed by no later than 4:00 P.M.

Place: Young County Courthouse, 516 Fourth Street, Graham, Young County, Texas, at the location designated by the Young County Commissioner's Court for holding such sales.

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 reposting or refiled may be after the date originally scheduled for this sale.

3. 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 day 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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

THE PROPERTY WILL BE SOLD "AS IS" AND "WITH ALL FAULTS".

4. Type of Sale.

The sale is a non-judicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the following Deed of Trust:

Deed of Trust dated **September 19, 2006**, from **Martha Idalia Carrillo**, as Grantor, to **James R. Guinn, Jr.**, as Trustee, for the benefit of **Habitat for Humanity of Graham Texas, Inc.**, and recorded in Volume 999, Page 197, of the Official Public Records of Young County, Texas.

5. 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) *Promissory Note* dated **September 19, 2006**, executed by **Martha Idalia Carrillo**, as Borrower, payable to the order of **Habitat for Humanity of Graham Texas, Inc.**, as Lender, and in the original principal sum of **sixty-one thousand and no/100 dollars (\$61,000.00)**; and,
- (2) All renewals and extensions of the Note. **Habitat for Humanity of Graham Texas, Inc.** is the current owner and holder of the Obligations and is the Beneficiary under the Deed of Trust.

As of **December 5, 2016**, there was owed **\$31,930.74** in principal, plus all unpaid accrued interest and late charges. The Note will continue to accrue interest at the rate set forth in the Note until paid. Additionally, the Note and the Deed of Trust securing the Note provide for reimbursement of reasonable attorney's fees incurred by the holder and beneficiary of these instruments in the collection of the indebtedness owed on the Note.

Questions concerning the sale may be directed to the undersigned or to the Beneficiary:

Habitat for Humanity of Graham Texas, Inc.
Attention: Mr. James R. Guinn, Jr.
623 Elm Street, Suite 306
Graham, Texas 76450
Telephone: (940) 549-0636.

6. Appointment of Substitute Trustee.

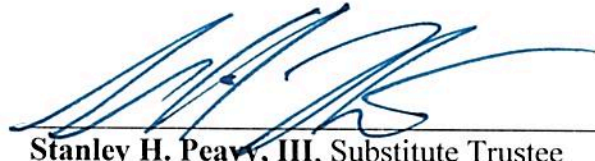
The Beneficiary has appointed **Stanley H. Peavy, III**, as Substitute Trustee, by and through the following instrument:

Appointment of Substitute Trustee dated December 5, 2016 and filed for record at Volume 191, Page 7202, of the Official Public Records of Young County, Texas.

7. Default and Request To Act.

Default has occurred under the Deed of Trust, and the Beneficiary has requested **Stanley H. Peavy, III**, as Substitute 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.

Dated: December 6, 2016.



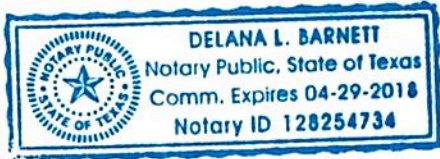
Stanley H. Peavy, III, Substitute Trustee

Peavy Law Firm
423 Fourth Street
Graham, Texas 76450
Telephone: 940.549.0440
Telecopier: 888.470.2763
Email: plf@peavylawfirm.com

Acknowledgment

State of Texas §
County of Young §

On **December 6, 2016**, before me, a Notary Public in and for said state, personally appeared **Stanley H. Peavy, III**, in his capacity as Substitute Trustee, known to me to be the person who executed the foregoing *Notice of Foreclosure Sale* and acknowledged to me that he executed the same for the purposes therein stated.




Notary Public, State of Texas

This instrument has been prepared in reliance upon information provided by Beneficiary concerning the Property and is done so without title examination. Peavy Law Firm makes no representation concerning liens, marketability of title or adequacy of legal description.

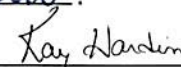
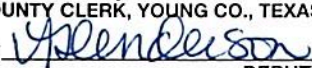
Prepared in the Law Firm of:

After Recording Return to:

Peavy Law Firm
423 Fourth Street
Graham, Texas 76450

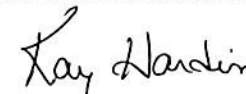
Peavy Law Firm
423 Fourth Street
Graham, Texas 76450

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NO. 3504
AT 1:55 FILED O'CLOCK P M
ON THE 6 DAY OF Dec
A.D., 2016.

Kay Hardin
COUNTY CLERK, YOUNG CO., TEXAS
BY  DEPUTY

STATE OF TEXAS
COUNTY OF YOUNG
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Young County, Texas.




County Clerk, Young County, Texas
VOL. 1191 PAGE 7267
RECORDED 12/6/2016