

# 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 real property commonly known as **1413 Quail Run**, Graham, Young County, Texas 76450, and more fully identified as follows:

**Being the surface and surface estate only of the East Fifty Feet (E 50') of Lot No. Fourteen (14), and the West Fifty Feet (W 50') of Lot No. Fifteen (15) of Oak Hills Acres Addition to the City of Graham, Young County, Texas.**

2. **Date, Time, and Place of Sale.**

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

**Date:** Tuesday, June 2, 2020

**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 **April 9, 2014**, from **James K. Robinson, Jr. and Christan N. Robinson**, as Grantor, to **Glenn W. McGee**, as Trustee, for the benefit of **Ciera Bank**, a Texas state bank, and recorded in Volume 1166, Page 451, 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) **Ciera Bank Loan No. 82348**, evidenced by **Adjustable Rate Note** dated **April 9, 2014**, executed by **James K. Robinson, Jr. and Christan N. Robinson**, as Borrower, payable to **Ciera Bank**, a Texas state bank, as Lender, and in the original principal sum of **one hundred forty thousand and no/100 dollars (\$140,000.00)** (the "Note"); and,
- (2) All renewals and extensions of the Note.

**Ciera Bank**, a Texas state bank, is the current owner and holder of the Obligations and is the Beneficiary under the Deed of Trust.

As of **March 23, 2020**, the balance due on the Note and under the terms of the Deed of Trust was as follows

\$ 126,724.05	–	Principal balance
\$ 4,620.73	–	Accrued, unpaid interest (per diem of \$22.6898)
\$ 1,731.00	–	Negative balance in tax and insurance escrow account
\$ (168.91)	–	Late charges and fees (this is a negative number based on \$576.49 in late fees, but with a credit for a partial payment of \$745.40)
<b><u>\$ 132,906.87</u></b>	–	<b>Total balance due (not including any attorney's fees or other costs of collection which may be payable under the terms of the documents evidencing the debt).</b>

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 and expenses incurred by the holder and beneficiary of these instruments in the collection of the indebtedness owed on the Note.

6. **Questions Concerning Sale.**

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

**Ciera Bank**

Attention: Mr. Glenn W. McGee, Senior Vice President

P. O. Box 540

Graham, Texas 76450

Telephone: (940) 549-2040

Email: glenn.mcgee@cierabank.com

7. **Default and Request To Act.**

Default has occurred under the Deed of Trust, and the Beneficiary has requested **Glenn W. McGee**, as 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:** May 1, 2020.



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**Glenn W. McGee**, Trustee

**Ciera Bank**

P. O. Box 540

Graham, Texas 76450

Telephone: (940) 549-2040

Email: glenn.mcgee@cierabank.com

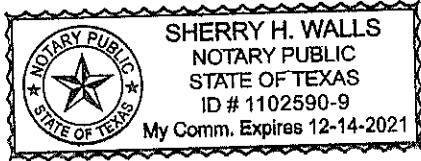
**Acknowledgment**

**State of Texas**

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**County of Young**

On **May 1, 2020**, before me, a Notary Public in and for said state, personally appeared **Glenn W. McGee**, in his capacity as 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.



*Sherry H. Walls*  
\_\_\_\_\_  
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 Offices of:**

**Peavy Law Firm**  
423 Fourth Street  
Graham, Texas 76450

Telephone No.: 940/549-0440  
Fax No.: 888/470-2763  
E-mail: [plf@peavylawfirm.com](mailto:plf@peavylawfirm.com)

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KAY HARDIN

\_\_\_\_\_  
COUNTY CLERK



516 Fourth Street  
Graham, Texas 76450

\_\_\_\_\_  
PHONE (940) 549-8432

**DO NOT DESTROY**  
**WARNING-THIS IS PART OF THE OFFICIAL RECORD**

INSTRUMENT NO. 20001076

FILED FOR RECORD ON: MAY 01, 2020 10:17AM 4PGS \$38.00

SUBMITTER: PEAUVY LAW FIRM

RETURN TO:

PEAVY LAW FIRM  
PICK UP

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped here on by me and was duly RECORDED in the Official Public Records of YOUNG COUNTY, TEXAS.

BY: \_\_\_\_\_

*Kay Hardin*  
Kay Hardin, Young County Clerk

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW