

# 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 **1305 Blewett Street**, Graham, Young County, Texas 76450, and more fully identified as follows:

**Being all of Lot No. Eleven (11), out of Block No. Two (2), of the Summitt 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, September 6, 2022

**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 refiling 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 **July 30, 2019**, from **Kristy Garvin**, an unmarried person, as Grantor, to **James R. Guinn, Jr.**, as Trustee, for the benefit of **Habitat for Humanity of Graham Texas, Inc.**, and recorded as **Instrument No. 19001913**, in 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) **Loan #HHGR019951 - Promissory Note** dated **July 30, 2019**, executed by **Kristy Garvin**, an unmarried person, as Borrower, payable to the order of **Habitat for Humanity of Graham Texas, Inc.**, as Lender, and in the original principal sum of **fifty-six thousand five hundred and no/100 dollars (\$56,500.00)**; 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 **August 9, 2022**, there was owed **\$49,670.50** in principal, plus all unpaid accrued interest and late charges, together with any sums which may be owed under the terms of the **Deed of Trust** for property taxes and insurance. 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.

P.O. Box 1441

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 **August 9, 2022**, and filed for record as **Instrument No. 2022 22002509** in 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:** **August 10, 2022.**



\_\_\_\_\_  
**Stanley H. Peavy, III**, Substitute Trustee

**Peavy Law Firm**

423 Fourth Street

Graham, Texas 76450

Telephone: (940) 521-4901

Telecopier: (888) 470-2763

Email: [plf@peavylawfirm.com](mailto:plf@peavylawfirm.com)

**Acknowledgment**

**State of Texas**

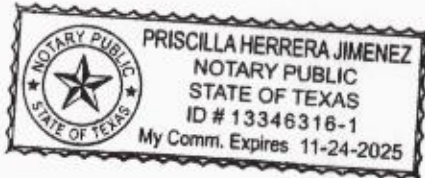
§

**County of Young**

§

§

On **August 10, 2022**, 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.



*[Handwritten Signature]*  
\_\_\_\_\_  
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

C:\DATA\IPLF\Foreclosures\2022\Habitat for Humanity of Graham, TX, Inc\2022\Garvin, Kristy - 1305 Blewett Street\02-Foreclosure - July 2022\02-Proceedings\04A-NOFS-Garvin, Kristy-08-10-2022.wpd

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. 22002524

FILED FOR RECORD ON: AUGUST 10, 2022 11:46AM 4PGS \$38.00

SUBMITTER: PEAVY 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