

16-0026FC

**NOTICE OF FORECLOSURE SALE**

FILED FOR RECORD  
SHELBY COUNTY, TEXAS

2016 AUG 15 AM 9 42

JENNIFER L. FOUNTAIN  
COUNTY CLERK

BY  DEPUTY

**Deed of Trust:**

Dated: March 9, 2006

Grantors: Alvin J. Davis and wife, Vanessa Davis

Trustee: J. Ken Muckelroy

Lender: Shelby Savings Bank, SSB

Recorded in: Vol. 1043, Page 884, Official Public Records of Shelby County, Texas

Legal Description: See Exhibit "A" attached hereto and incorporated by reference for all purposes herein.

Secures: Renewal Real Estate Lien Note ("Note") in the original principal amount of \$31,500.00, executed by Alvin J. Davis and wife, Vanessa Davis ("Borrower") and payable to the order of Lender

Substitute Trustees: April Gregston Prince and/or Matthew D. Mettauer and/or Gavin I. Midgley

Substitute Trustee's Address: 403 Nacogdoches St., Suite 1, Center, Texas, 75935

**Foreclosure Sale:**

Date: Tuesday, September 6, 2016

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Time: The sale of the Property will be held between the hours of 10:00 A.M. and 1:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 10:00 a.m.

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Place: Front steps of the Shelby County Courthouse located at 200 San Augustine Street, Center, Texas 75935.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Shelby Savings Bank, SSB's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Shelby Savings Bank, SSB, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Shelby Savings Bank, SSB's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Shelby Savings Bank, SSB's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Shelby Savings Bank, SSB passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Shelby Savings Bank, SSB. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

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**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.**

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**



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April Gregston Prince

State Bar No. 24047247

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## EXHIBIT "A"

Being 10 acres of land, more or less, a part of the JESSE AMASON SURVEY, A-10, Shelby County, Texas, and being the land described in deed from Arthur R. Reed and wife, Catherine Goodwin Reed to Lettie K. Haynes, dated July 26, 2004, and recorded in Vol. 994, Page 522, Official Public Records, Shelby County, Texas, to which reference is hereby made for any and all purposes, and the said part or portion being described by metes and bounds as follows, to-wit:

BEGINNING North 66 deg. 00 min. 00 sec. West 166.00 ft. and South 58 deg. 51 min. 00 sec. West 74.00 ft. from the Northeast corner of a tract of land (60 acres) conveyed by deed from C. O. Lynch, et ux. to Phillip Jennings, dated March 17, 1894, recorded in Vol. 20, Page 485, Deed Records, Shelby County, Texas, a ½" iron pin set for corner where the center line of a electrical right of way easement of 100 ft. in width, conveyed from Martha Jennings to Deep East Texas Electric Cooperative, Inc., dated March 28, 1947, recorded in Vol. 265, Page 241, Deed Records, Shelby County, Texas, and intersects the South boundary line of Neuville Road;

THENCE South 19 deg. 03 min. 39 sec. East, with the South boundary line of said Neuville Road, at 40.8 ft. a ½" iron pin set for corner in the South boundary line of same;

THENCE South 58 deg. 53 min. 59 sec. West, at 372.92 ft. a ½" iron pin set for corner;

THENCE South 07 deg. 23 min. 09 sec. West at 286.50 ft. pass on line a 1/2 " iron pin, at a total distance of 438.17 ft. a point for corner;

THENCE South 58 deg. 51 min. 00 sec. West, at 1144.32 ft. intersect the West boundary line of aforesaid 60 acre tract, a point for corner;

THENCE North 14 deg. 00 min. 00 sec. East, with the West boundary line of said 60 acre tract, at 541.10 ft. intersect the center line of the aforesaid Electrical Easement, a point for corner;

THENCE North 58 deg. 51 min. 00 sec. East, with the center line of said Electrical Easement, at 1415.00 ft. the point and place of beginning, containing Ten (10.00) acres of land more or less.