

18-0012 FC

FILED FOR RECORD
SHELBY COUNTY, TEXAS

2018 JUN 8 AM 10 50

JENNIFER L. FORTIN
CLERK OF COURTS

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public nonjudicial foreclosure sale.

1. Deed of Trust. 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: March 14, 2014

Grantors: Michael E. Miller and wife, Gayla Miller (assumed by Thomas Henry White, Jr.)

Beneficiary: Citizens Bank

Substitute Trustee: Scott A. Ritcheson, and/or Douglas A. Ritcheson, and/or Charles E. Lauffer, Jr., and/or Lance Vincent

Recording Information: Deed of Trust recorded under Clerk's File No. 2014001144, of the Official Public Records of Shelby County, Texas.

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

All that certain lot, tract or parcel of land situated in Shelby County, Texas, and being more particularly described on what is attached hereto as Exhibit "A" and made a part hereof for all purposes, together with all other property described in Section 1.02(a), (b), (c), (d) and (e) of the above described Deed of Trust.

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

Date: **July 3, 2018**

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: Shelby County Courthouse in Center, Texas, at the following location:

In the area of such Courthouse designated by the Shelby County Commissioners' Court as the area where foreclosure sales shall take place, or, if no such area has been designated, then upon the steps in front of the Shelby County Courthouse (200 San Augustine Street), said steps being located between the main entrance of the Shelby County Courthouse and San Augustine 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 Michael E. Miller and wife, Gayla Miller (assumed by Thomas Henry White, Jr.). The deed of trust is dated March 14, 2014, and is recorded in the office of the County Clerk of Shelby County, Texas, under Clerk's File No. 2014001144, in the Official Public Records of Shelby 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 March 14, 2014 promissory note in the original principal amount of \$1,021,437.00, executed by Michael E. Miller and wife, Gayla Miller (assumed by Thomas Henry White, Jr.), and payable to the order of Citizens Bank; (2) the February 29, 2016 promissory note in the original principal amount of \$87,000.00 executed by Thomas Henry White, Jr. and payable to the order of Citizens Bank; (3) all renewals and extensions of the note; (4) all interest, late charges, fees and other expenses payable under said note on the herein described deed of trust; and (5) 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 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 Bank, Attention: John Cowan, telephone (979) 774-9507.

7. Default and Request to Act. 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: June 7, 2018.



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.

EXHIBIT "A"

Being 18 acres of land, more or less, a part of the SAMUEL STRICKLAND SURVEY, A-640, Shelby County, Texas, and being the land described in Deed from John S. Howard and wife, Merle Howard; and Robert D. Howard and wife, Alice Howard, to Michael E. Miller and wife, Gayla Miller, dated May 9, 2005, recorded in Vol. 1018, Page 806, Official Public Records, Shelby County, Texas; and being more particularly described in Exhibit "A" attached here to and made a part hereof for all intents and purposes.

BEGINNING in center of County Road 3224 for the south or southeast line of the above referenced tracts of land being North 65 degrees 00 minutes 00 seconds East 359.91 feet from a point in the center of the said road on the projection of a fence line north for the southwest corner of the John S. Howard 53-3/4 acre tract;

THENCE North 05 degrees 14 minutes 00 seconds East into the said John S. Howard tract, at 25.00 feet set a 1/2" iron rod for a reference corner in all a distance of 1014.37 feet to a 1/2" iron rod set for the corner;

THENCE South 85 degrees 07 minutes 00 seconds East crossing into the above referenced Bob Howard 53-3/4 acre tract, a distance of 1146.86 feet to a 1/2" iron rod set for the corner;

THENCE South 05 degrees 14 minutes 00 seconds West, at 328.00 feet set a 1/2" iron rod for a reference corner, in all a distance of 353.00 feet to the southeast line of the said Bob Howard tract in the northwest line of a 113 acre tract conveyed by Mrs. Dura Martin to Albert P. Creech, et ux by deed recorded in Volume 481, Page 641, said Records;

THENCE South 65 degrees 00 minutes 00 seconds West with the line of the said Albert Creech tract, running into the said County Road, and along the northwest line of a 33-1/3 acre tract conveyed by Mary Lanell Goodman, et vir, to John Lahti, et ux, by deed recorded in Volume 689, Page 297, a distance of 1327.39 feet to the POINT OF BEGINNING.