

AUG 14 2018

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public nonjudicial foreclosure sale.

MARK STAPLES
County Clerk, Anderson County, Texas
By [Signature] Deputy

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: February 29, 2008

Grantors: Sostenes Gonzales and Engrasia Gonzales

Beneficiary: Citizens National Bank (predecessor in interest to East Texas National 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 in Volume 2087, Page 595, of the Official Public Records of Anderson 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 Anderson County, Texas, and being more particularly described on what is attached hereto as Exhibit "A" and made a part hereof for all purposes.

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

Date: **September 4, 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: Anderson County Courthouse in Palestine, Texas, at the following location:

In the area of such Courthouse designated by the Anderson County Commissioners' Court as the area where foreclosure sales shall take place, or, if no such area has been designated, then on the

steps on the east side of the Anderson County, Courthouse, in Palestine, Texas.

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 refileing 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 Sostenes Gonzales and Engrasia Gonzales. The deed of trust is dated February 29, 2008, and is recorded in the office of the County Clerk of Anderson County, Texas, in Volume 2087, Page 595 in the Official Public Records of Anderson 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 February 29, 2008 promissory note in the original principal amount of \$43,000.00, executed by Sostenes Gonzales and Engrasia Gonzales, and payable to the order of East Texas National Bank; (2) all renewals and extensions of the note; (3) all interest, late charges, fees and other expenses payable under said note on the herein described deed of trust; and (4) 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 National 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 National Bank, Attention: Cliff Bomer, telephone (903) 675-0011.

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: August 6th, 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"

All that certain tract or parcel of land, a part of the Taylor S. Barnes Survey, A-6 in Anderson County, Texas, and part of a 72.46 acre tract of land described in a deed from Lydia D. Robinson to Luther C. Johnston, et al, dated March 24, 1960, recorded in Vol. 602, Pg. 634 of the Deed Records of Anderson County, Texas, and described by metes and bounds as follows:

BEGINNING at an iron stake for corner on the E. boundary line of the above referenced 72.46 acre tract of land which is located 1815.4 ft. from the N.E. corner of said 72.46 acre tract, said beginning point being the S.E. corner of the O. T. Barr 5.04 acre tract;

THENCE S. 17 deg. 5' E. 195.7 ft. to an iron stake for corner;

THENCE N. 89 deg. 51' W. and parallel with the N. boundary line of said 72.46 acre tract of land 1155.8 ft. to an iron stake for corner in the E. margin of Farm Road #315;

THENCE N. 20 deg. 42' W. and with the E. margin of said road 200 ft. to an iron stake for corner, the same being the S.W. corner of the O. T. Barr 5.04 acre tract;

THENCE S. 89 deg. 51' E. and with the S. boundary line of the O. T. Barr tract 1169 ft. to the place of BEGINNING, containing 4.99 acres of land, more or less, and being the same land as that described in a deed from Hoyt Johnston, et al to G. W. Crawford, Jr. dated September 26, 1966, recorded in Vol. 725, Pg. 615 of the Deed Records of Anderson County, Texas;