

NOTICE OF FORECLOSURE SALE

STATE OF TEXAS *

COUNTY OF TITUS *

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WHEREAS, on the 21st day of **June, 2011**, **LEWIS C. ISOM, JR. and GERTRUDE M. ISOM** ("Debtor") executed that certain Deed of Trust (as extended and renewed, "Deed of Trust") conveying to **Lanny Brenner, Trustee** ("Trustee") the real property more particularly described as follows: Lot 2, Block 1, South Gates Estates Unit One, according to a map or plat thereof recorded in Plat Vol. 2-88-186, of the Plat Records of Titus County, Texas, together with all improvements, fixtures, equipment, and other property located on the real property and any and all other items, rights, or interests described in the Deed of Trust, all of which property is more fully described in the Deed of Trust, to which reference is hereby made for further description of the property covered by this notice (collectively, "Property"); and

WHEREAS, the Deed of Trust was recorded at **Clerk's File No. 201100002581** in the Official Records of Titus County, Texas; and

WHEREAS, the Deed of Trust was executed and delivered to secure the payment of the following items of indebtedness ("Indebtedness"):

That certain Promissory Note (as extended, renewed, modified, or replaced, "Note") dated of even date with the Deed of Trust and executed by Debtor, payable to the order of Pilgrim Bank ("Creditor"), in the original principal amount of **\$67,540.00**;

WHEREAS, the Indebtedness is due and payable, and Debtor has failed to pay, and continues to fail to pay, the Indebtedness; and

WHEREAS, Creditor by written instrument made, constituted, and appointed **Michael P. Setty**, as substitute trustee under the Deed of Trust ("Substitute Trustee") and requested and directed Substitute Trustee to exercise the power of sale under the Deed of Trust for the purpose of enforcing the collection of the Indebtedness;

commissioners of Titus County, Texas ("Commissioners"), being at the Courthouse, in which county the property is situated, on **December 6, 2016**, being the first Tuesday of said month, at **10 o'clock A.M. (or within three hours thereafter)** to the highest bidder or bidders for cash at a public auction, and will make due conveyance of the property to the purchaser or purchasers, with Special Warranty Deed binding Debtor, his successors and assigns.

The sale noticed herein shall include the interest of Debtor in all fixtures and personal property covered by the Deed of Trust and any other documents executed in connection with or as security for the Indebtedness, Creditor having directed the undersigned to sell, and the undersigned hereby noticing the sale of, said fixtures and personalty pursuant to rights granted to Creditor under Section 9.501(d) of the Texas Business & Commerce Code.

THE SALE OF THE PROPERTY IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY TRUSTEE, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY, OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. NEITHER CREDITOR NOR TRUSTEE MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COMPLIANCE WITH LAWS, RULES, AGREEMENTS, OR SPECIFICATIONS, NOR WITH RESPECT TO CONDITION, QUALITY, CAPACITY, DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS, OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH SHALL BE EXPRESSLY WAIVED BY PURCHASER.

“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.”

EXECUTED in multiple original copies on the 19th day of October, 2016.