

**POSTED**  
10/1/20 11/1/20

**Notice of Substitute Trustee's Sale**

**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.**

Notice is hereby given that, subject to the terms and conditions set forth in this Notice, a public sale, at auction, of the Property (as that term is defined and described below) will be held at the date, time and place set forth in this Notice.

1. *Property to Be Sold.* The Property to be sold, including improvements (collectively, the "Property"), is described as follows:

Legal Description of the Property:

The South 42' of Lot 1 and the North 52' of Lot 2, Block 18, BLUEBONNET GARDENS ADDITION to the Town of Sweetwater, Nolan County, Texas.

Mailing Address of Real Property:

1312 Hiawatha St.  
Sweetwater, Texas 79556

2. *Security Document Creating Lien That Is The Subject of Sale.*

Texas Home Equity Loan Security Document dated August 2, 2010, executed by James C. Gholson and Becky J. Gholson to James Lee Boyd, Trustee, for the benefit of Abilene Teachers Federal Credit Union and recorded as Instrument No. 10-1682, Volume 1034, Page 131 of the Official Public Records of Nolan County, Texas, covering among other things, the Property.

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

Date: August 4, 2020

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter.

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Nolan County Clerk

Place: Lobby of Courthouse located at 100 E. 3<sup>rd</sup> St, Sweetwater, Texas or at such other place as designated by the Commissioner's Court of Nolan County, Texas.

The Beneficiary reserves the right to postpone, withdraw, or reschedule the sale for another day. In the event that the sale is postponed or rescheduled, notice of the date of any rescheduled Substitute Trustee's Sale will be reposted and re-filed in accordance with the posting and filing requirements of the Texas Property Code. The reposting or re-filing 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 permitting the Beneficiary to have its bid(s) credited to the amounts owing under the terms of the Home Equity Loan Promissory Note (as hereafter described) that is secured by the Texas Home Equity Loan Security Document.

Those desiring to purchase the Property will need to demonstrate their immediate ability to pay by cash (which may be by cashier's check) at the time that the Property is sold.

The sale will be made expressly subject to any title matters set forth in the Texas Home Equity Loan Security Document, but prospective bidders are reminded that by law the sale will necessarily be made subject to all 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 Texas Home Equity Loan Security Document. The sale shall not cover any part of the Property that has been released of public record from the lien of the Texas Home Equity Loan Security Document. Prospective bidders are strongly urged to examine the applicable Property records to determine the nature and extent of such matters, if any.

Pursuant to the Texas Home Equity Loan Security Document, the Beneficiary has the right to direct the Trustee or Substitute Trustee to sell the Property in one or more parcels and/or to sell all or only part of the Property.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold in "as is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the Texas Home Equity Loan Security Document. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075 of the Texas Property Code, the undersigned, as Substitute Trustee, reserves the right to set reasonable conditions (in addition to the conditions set forth herein) for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the Substitute Trustee.

5. *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 court order and the Texas Home Equity Loan Security Document.

6. *Obligations Secured.* The Texas Home Equity Loan Security Document dated August 2, 2010 provides that it secures the payment of the indebtedness and obligations therein described including, including but not limited to the Home Equity Loan Promissory Note in the original principal amount of \$16,000.00 and payable to the order of Abilene Teachers Federal Credit Union; Abilene Teachers Federal Credit Union is the current owner and holder of the aforementioned Home Equity Loan Promissory Note and Texas Home Equity Loan Security Document and is the beneficiary identified therein.

7. *Trustee/Substitute Trustee.* The undersigned has been appointed by the Beneficiary as Substitute Trustee under the terms of the Texas Home Equity Loan Security Document and may be referred to herein as either the "Trustee" or "Substitute Trustee".

8. *Default and Request to Act.* Default has occurred in the payment of indebtedness due under the afore-mentioned Home Equity Loan Promissory Note that is secured by the Texas Home Equity Loan Security Document. As a result, all of the unpaid balance of principal and accrued interest upon, the Home Equity Loan Promissory Note is now due and payable, along with all costs and expenses (including attorney's fees) that have been incurred by the Beneficiary and that are secured by the Texas Home Equity Loan Security Document. The Beneficiary has requested the Substitute Trustee under the Texas Home Equity Loan Security Document, to conduct this sale, the proceeds of such sale to be applied in accordance with the terms of the Texas Home Equity Loan Security Document. Notice is hereby given that before the sale, the Beneficiary may appoint another person substitute trustee to conduct the sale.

THEREFORE, at the date, time and place set forth above, the undersigned, as Substitute Trustee, will sell the Property (including any improvements) at public auction to the highest bidder for cash (subject to the right of the Beneficiary to have its bid(s) credited to the amounts due under the Home Equity Loan Promissory Note) pursuant to the terms of the Texas Home Equity Loan Security Document and applicable law.

Questions concerning the sale may be directed to the undersigned or to the Beneficiary, Abilene Teachers Federal Credit Union, Attention: Michael Rodriguez, Telephone (325)677-2274.

Dated: June 22, 2020.

Jessica Haile/Brandon Knighton, Substitute Trustee  
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