

## NOTICE OF FORECLOSURE SALE

1. **Property to Be Sold.** The property to be sold is described as follows:

All that certain 3.353 acre tract of land, a part of the WYATT ANDERSON Survey, Abstract No. 4, Panola County, Texas, and being the same tract of land described in Transfer and Assignment of Liens and Notes dated October 4, 2001, from Thomas R. Shnaper to Melissa Shnaper Bailey, recorded in Volume 1171, Page 104 of the Official Public Records of Panola County, Texas, and being further described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all intents and purposes.

2. **Instrument to be Foreclosed.** The instrument to be foreclosed is the Deed of Trust, executed March 9, 2007, recorded in Volume 1366, Page 843, Official Public Records of Panola County, Texas, executed by Bradley E. Weems and Crystal F. Weems, Grantor, to Warren T. Biggs, Trustee, for the benefit of the Beneficiary therein identified (the "Deed of Trust"), securing the payment of that one certain promissory note in the original principal amount of \$82,000.00 (the "Note").

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

Date: January 2, 2018.

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed no later than 4:00 p.m.

Place: Panola County Courthouse in Carthage, Texas, at the following location: 110 South Sycamore Street, Carthage, Texas, at area designated by the Panola County Commissioners Court.

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

FILED FOR RECORD  
IN THE OFFICE

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. The reposting or

NOV 30 2017

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY G. Goldman DEPUTY

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 their bid immediately in cash if their bid is accepted.

The 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 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. The sale shall not cover any part of the property that has been released of public record from the lien of 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.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (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.

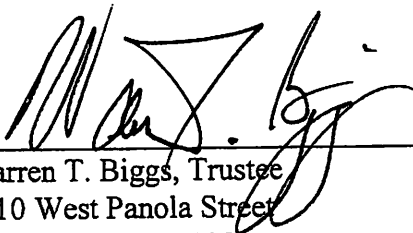
Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

5. **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 (a) the promissory note in the original principal amount of \$82,000.00, executed by Bradley E. Weems and Crystal F. Weems, and payable to the order of Panola National Bank; (b) all renewals and extensions of the note; and (c) any and all present and future indebtedness of Bradley E. Weems and Crystal F. Weems to Panola National Bank. Panola National Bank is the current owner and holder of the Obligations and are the beneficiaries under the deed of trust.

6. ***Default and Request to Act.*** Default has occurred under the deed of trust, and the beneficiary has requested me, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

Dated: November 29, 2017.



---

Warren T. Biggs, Trustee  
1510 West Panola Street  
Post Office Box 1139  
Carthage, Texas 75633  
Telephone: (903) 693-2335

All that certain 3.353 acre tract of land, a part of the Wyatt Anderson Survey, Abstract No. 4, Panola County, Texas, and being a part of that certain tract of land called 81.72 acres described in a Contract of Sale and Purchase by and between the Veterans Land Board of the State of Texas and William E. Spurgeon, dated April 24, 1968, recorded in Volume 506, Page 177, Deed Records of Panola County, Texas; said 3.353 acre tract of land being more particularly described as follows: **BEGINNING** at a point on the centerline of County Road No. 405 along the South line of the above mentioned tract of land called 81.72 acres, from which an iron pipe set for a reference corner bears N 10 deg. 00' W at 18.2 feet, said point being S. 88 deg. 55' W a distance of 39.6 feet, S 80 deg. 42' W a distance of 206.1 feet, S. 77 deg. 20' W a distance of 84.6 feet, S 75 deg. 04' W a distance of 99.2 feet, S 76 deg. 06' W a distance of 158.7 feet, S. 79 deg. 59' W a distance of 81.0 feet and S 82 deg. 18' W a distance of 52.1 feet from the Southeast corner of the said tract; **THENCE** N 10 deg. 00' W a distance of 489.7 feet to an iron pipe set for a corner; **THENCE** S 62 deg. 59' W a distance of 354.2 feet to an iron pipe set for a corner; **THENCE** S 10 deg. 00' E a distance of 376.0 feet to a point on the centerline of the said county road from which an iron pipe set for a reference corner bears N 10 deg. 00' W at 29.9 feet; **THENCE** Northeasterly with the centerline of the said county road along a curve to the right a distance of 58.8 feet to a Point of Tangency (said curve having a central angle of 6 deg. 54' and a radius of 488.7 feet) and N 82 deg. 18' E a distance of 280.2 feet to the Point of Beginning, containing 3.353 acres.

**SAVE AND EXCEPT** all right, title and interest in and to all easements and rights-of-way of record and apparent on the ground burdening the above described tract with all privileges appurtenant thereto, heretofore reserved or conveyed by predecessors in title, or acquired by prescription.

**SAVE AND EXCEPT** all oil, gas and other minerals, in and under the captioned property, together with right of ingress and egress, mining and oil drilling privileges appurtenant thereto, and also all of such minerals heretofore reserved by predecessors in title, and also subject to the terms of any existing Oil, Gas and Mineral Lease covering such oil, gas and other minerals.

*Bradley E. W. Spurgeon & W. E. Spurgeon*  
Signed for Identification

**EXHIBIT "A"**