

FILED FOR RECORD  
IN MY OFFICE  
AT 3:30 O'CLOCK P M

NOV 16 2021

BOBBIE DAVIS  
COUNTY CLERK, PANOLA COUNTY, TEXAS  
BY *[Signature]* DEPUTY

### Notice of Foreclosure Sale

November 15, 2021

The Deed of Trust ("Deed of Trust"):

Deed of Trust ("Deed of Trust"):

Dated: April 27, 2015

Grantor: SFKR, LLC

Trustee: Russ Gideon

Lender: Austin Bank, Texas National Association

Recorded in: Volume 1822, Page 118 of the Official Public Records of Panola County, Texas

Security Agreement: Dated April 27, 2015

UCC Financing Statement: Filed with the Texas Secretary of State, having Filing No. 15-0013863491, and any continuation statements filed thereafter.

Secures: Promissory note ("Note") in the original principal amount of \$450,000.00, executed by SFKR, LLC ("Borrower") and payable to the order of Lender and all other indebtedness of Borrower to Lender

Modifications and Renewals: Renewal, Extension and Modification effective April 22, 2016 (as used herein, the terms "Note" and "Deed of Trust" mean the Note and Deed of Trust as so modified, renewed, and/or extended)

Guaranty: The Note and all other indebtedness of Borrower to Lender is guaranteed by a Guaranty Agreement dated April 22, 2015, and executed by Shahzad Asghar in favor of Lender

Foreclosure Sale:

Date: Tuesday, December 7, 2021

**Time:** The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 1:00 P.M. and not later than three hours thereafter.

**Place:** Panola County Courthouse in Carthage, Texas, at the following location: Courthouse steps on the East Side of the Panola County Courthouse situated on 110 S. Sycamore Street, Carthage, Texas 75633

**Terms of Sale:** The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Austin Bank, Texas National Association's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Austin Bank, Texas National Association, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Austin Bank, Texas National Association's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Austin Bank, Texas National Association's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Austin Bank, Texas National Association passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Austin Bank, Texas National Association. 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 "AS IS," without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

**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.**



D. Brett Brewer, Substitute Trustee  
215 E. Commerce Street, 2nd Floor  
Jacksonville, TX 75766  
Telephone (903) 586-2595  
Telecopier (903) 586-0524