

THIS INSTRUMENT APPOINTS THE TRUSTEE / SUBSTITUTE TRUSTEE IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER. (Tex. Prop. Code § 51.0076)

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. (Tex. Prop. Code § 51.002 (i))

NOTICE OF FORECLOSURE SALE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRINITY §

Property to be Sold

Being **Lot Seven (7) and Eight (8), Block Twenty-Two (22), Section Six (6), of TRINITY COVE SUBDIVISION**, a subdivision located in Trinity County, Texas, according to the map or plat of record in Cabinet A, Slide 170 through 173, of the Plat Records of Trinity County, Texas.

Instrument to be Foreclosed

Deed of Trust filed on July 25, 2023, under Clerk's File No. 197011, at Volume 1113, Page 048, in the Official Public Records of Trinity County, Texas (*the Deed of Trust*).

Date, Time, and Place of Sale

The sale is scheduled to be held at the following date, time, and place:

Date: first Tuesday of April - April 8, 2025

Time: The sale will begin no earlier than 1:00 p.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: Trinity County Courthouse in Trinity, County, Texas located at 162 West 1st Street, Groveton, Trinity County, Texas 75845, in the area designated by the Commissioners Court of such County, pursuant to Section 51.002 of the Texas Property Code (if no such place is designated, then the sale will take place in the area where this Notice of Foreclosure Sale is posted).

The *Deed of Trust* permits the *Beneficiary* to postpone, withdraw, or reschedule the sale for another day. In that case, the 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. The reposting or refiling may be after the date originally scheduled for this sale.

Terms of Sale

1. 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.
2. Those desiring to purchase the *Property* will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.
3. 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 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.
4. Pursuant to the *Deed of Trust*, the *Beneficiary* has the right to direct the Trustee to sell the *Property* in one or more parcels and/or to sell all or only part of the *Property*.
5. 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 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*.
6. 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.

Type of Sale

The sale is a non judicial Deed-of-Trust lien foreclosure sale being conducted pursuant to the power of sale granted in the *Deed of Trust*..

Obligations Secured

The *Deed of Trust* filed on July 25, 2023, under Clerk's File No. 197011, at Volume 1113, Page 048, in the Official Public Records of Trinity County, Texas provides that they secure the payment of the indebtedness and obligations therein described (*the Obligations*) in the Original principal amount of \$35,000.00, executed by Billy Costlow, and payable to the order of Savannah Davis Savelsbergh. Savannah Davis Savelsbergh is the current owner and holder of *the Obligations* and is the *Beneficiary* under the *Deed of Trust*.

As of February 28, 2025, there was owed at least the sum of \$34,466.81 which consists of the amount of the note that has been accelerated as of February 28, 2025(\$35,000.00), plus charges for thirteen(13) months of late charges (\$130.00) plus attorneys fees of \$2,000.00.

Questions concerning the sale may be directed to the undersigned.

Default and Request to Act

Default has occurred under the *Deed of Trust*, and the *Beneficiary* has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale the *Beneficiary* may appoint another person as Substitute Trustee to conduct the sale.

DATED: February 28, 2025


Kerry C. Hagan, Substitute Trustee
Attorney for Savannah Davis Savelsbergh
SBOT# 08684500
90 Live Oak Street
Coldspring, Texas 77331
Telephone 936-653-4444
Email: kerryhagan@gmail.com

at 3:00 FILED
o'clock P M

MAR 05 2025

SHASTA BERGMAN
COUNTY CLERK TRINITY CO. TEXAS
By  Deputy