

2013-157  
FILED FOR RECORD  
AT 8:25 O'CLOCK A.M.

 **COPY**

SEP 17 2013

SHERIFF DOWD  
COUNTY CLERK NAVARRO COUNTY, TEXAS  
BY SU DEPUTY

Address of Trustee:  
David K. Waggoner, Trustee  
Attorney At Law  
321 North 12th Street  
P.O. Box 3075  
Corsicana, Texas 75151  
Telephone: 903-874-1000  
Info@WaggonerLawFirm.net

**NOTICE OF SALE BY TRUSTEE**

STATE OF TEXAS                    )  
  )  
COUNTY OF NAVARRO            )

**Notice to Member(s) of Armed Forces: 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 the reserve component of the Armed Forces of the United States, please send written notice of the active duty military service to the Trustee immediately. The address of the Trustee is set forth above.**

***RECITALS:***

1. Marfori Investment, LLC ("Borrower") executed and delivered (a) that certain Deed of Trust (the "Deed of Trust"), dated as of July 19, 2007, to Bank of the West, the Deed of Trust being recorded on July 27, 2007, as Document No. 00007434 of the Official Public Records of Navarro County, Texas, conveying certain land described on Exhibit A attached hereto and made part hereof (the "Land"), together with all fixtures installed on said land, all Rents, all entitlements, appurtenances, easements, rights and privileges pertaining to said land and all of said real and personal property, including, without limitation, all minerals, oil, gas and other hydrocarbon substances thereon or thereunder, air rights, water rights and development rights, and any land lying in the streets, roads or avenues adjoining the Land or any part thereof (collectively,

the "Secured Property"), and (b) that certain Assignment of Rents, dated as of July 19, 2007 (as modified, amended or assigned, the "ALR"), whereby Borrower unconditionally assigned all of Borrower's right, title and interest in and to the Rents (as such terms are defined in the ALR) to Bank of the West. All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Deed of Trust and the ALR.

2. Said conveyances were made for the purpose of securing the payment of the indebtedness described in the Deed of Trust, including but not limited to, the indebtedness evidenced by that certain Promissory Note, dated as of July 19, 2007, executed by Borrower, as maker, payable to Bank of the West, in the stated principal amount of \$917,700.00 (the "Note"), as such Note is described in the Deed of Trust. The Note and all indebtedness evidenced thereby, including, but not limited to, principal, interest and attorneys' fees and expenses, together with all indebtedness described in and secured by Deed of Trust and/or the Loan Documents are hereinafter collectively referred to as the "Indebtedness."

3. Bank of the West assigned all of its right, title, and interest in and to the Note, the Deed of Trust, the ALR, and all other documents further evidencing, securing, or executed in connection with the indebtedness owed under the Note (collectively, the "Loan Documents") to 650 Frontier LLC.

4. Situs Holdings, LLC ("Situs") was appointed as special servicer by and for 650 Frontier LLC.

5. 650 Frontier LLC assigned all of its right, title, and interest in and to the Note, the Deed of Trust, the ALR, and other Loan Documents to 650 Frontier-NPHI LLC (the "Lender"). Lender is the current holder and owner of the Note, Security Instrument, and other Loan Documents.

6. Situs has been appointed as special servicer by and for Lender.

7. David K. Waggoner was appointed as Trustee under the Deed of Trust and vested with all of the estate and title of Lender, and with all the rights, powers, privileges and authority vested in the Trustee by the terms and conditions of the Deed of Trust.

8. One or more Events of Default have occurred in the payment of the Indebtedness and certain obligations under the Deed of Trust and the Loan Documents, Lender or its predecessors have properly accelerated the Indebtedness pursuant to the terms of the Deed of Trust, and as such, the Indebtedness is now wholly due and payable.

9. Lender, the present owner and holder of the Indebtedness secured by the Deed of Trust and the Loan Documents, is the beneficiary under the Deed of Trust, and has therefore requested that Trustee sell the Secured Property as provided in the Deed of Trust in order to satisfy the Indebtedness to the extent that the proceeds from such sale are sufficient to do so.

***NOTICE OF SALE:***

NOTICE IS HEREBY GIVEN, that on Tuesday, the 1st day of October, 2013, beginning no earlier than 10:00 a.m. CST and commencing within three (3) hours of such time at the Navarro County Courthouse, 300 W. 3<sup>rd</sup> Avenue, Corsicana, Texas, at the front entrance of such courthouse, said area having been designated for conducting foreclosure sales in Navarro County by the Commissioners Court of Navarro County, Texas, I, the undersigned, or my successor as may be later appointed, as Substitute Trustee under the Deed of Trust, will sell the Secured Property by no later than 4:00 p.m. on said day of sale, to the highest bidder for cash; provided that Lender (or its assignee of the Loan Documents, hereinafter, the "Assignee") may bid and become the purchaser of the Secured Property, and all or a portion of the bid of Lender (or the Assignee) may consist of a credit to be given against the Indebtedness owing. If Lender (or the Assignee) is the successful

bidder, its bid shall be applied as a credit against the Indebtedness to the extent possible. After commencing the sale, the Substitute Trustee conducting the sale may (a) from time to time adjourn the sale to be recommenced and completed at any time prior to 4:00 p.m. on the same day, and/or (b) withdraw the Secured Property or cancel the foreclosure sale at any time prior to the completion of the sale.

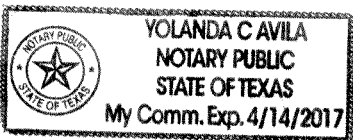
EXECUTED AS OF the 11<sup>TH</sup> day of September, 2013

**TRUSTEE:**

David K. Waggoner  
David K. Waggoner

STATE OF TEXAS                    )  
  )  
COUNTY OF NAVARRO            )

This instrument was acknowledged before me on September 11, 2013, by David K. Waggoner.



Yolanda C. Avila  
Notary Public in and for  
the State of Texas

Print or Type Name of Notary

Yolanda C. Avila

EXHIBIT A

LEGAL DESCRIPTION OF LAND

All that tract or parcel of land situated in the City of Corsicana, Navarro County, Texas, Being Lot Two-R (2R), in Block Six Hundred Thirteen (613), according to the replat of Part of Block 613, filed in record in Volume 7, Page 61, Plat Records of Navarro County, Texas.