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**Notice of Trustee's Sale**  
(Pursuant to Sections 5.066 and 51.002, Texas Property Code)

**Notice is hereby given of a public non-judicial foreclosure sale.**

**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 sender of this notice immediately. The address of the sender of this notice is set forth below.**

**Date:** October 6, 2023

**Contract for Deed**

**Date:** December 1, 2003

**Seller:** Scott Shaw, Jerry W. Shaw, and wife, Myrna L. Shaw

**Buyer:** Richard Roe

**Recording information:** Volume 1315, Page 0445,  
Official Public Records of Hill County, Texas

**Property:** Lot 63, Overlook Phase II Subdivision, Whitney, Hill County, Texas  
Hill CAD Property ID No. 300387

FILED  
NICOLE TANNER, COUNTY CLERK  
HILL COUNTY, TEXAS  
2023 OCT -6 PM 3:03

**Trustee:** David K. Waggoner

**Date of Sale (first Tuesday of month):** November 7, 2023

**Time of Sale:** between the hours of 9:00 A.M. - 12:00 P.M., o'clock

**Place of Sale:** Hill County Courthouse in Hillsboro, Texas; at or around the exterior steps of the east door as prescribed by the Commissioner's Court of Hill County, Texas.

Default has occurred in the Contract for Deed. Buyer has failed to cure the default after notice, and the period to cure has expired. Seller, the owner and holder of the Contract for Deed, has designated Trustee to post, file, and serve notice of the sale and conduct the sale as prescribed by Section 51.002 of the Texas Property Code.

Trustee will sell the Property at public auction to the highest bidder for cash at the Place of Sale on the Date of Sale to satisfy the unpaid balance of the Contract for

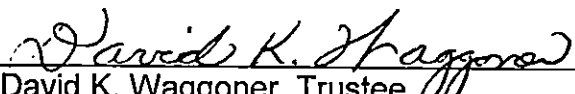
Deed. The earliest time the sale will begin is the Time of Sale, and the sale will be conducted no later than three hours after that time.

The Contract for Deed permits the Seller to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee 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 re-posted and re-filed in accordance with the posting and filing requirements of the Texas Property Code. Such re-posting or re-filing may be after the date originally scheduled for this sale.

Those desiring to purchase the Property will need to demonstrate their ability to pay cash on the day the property is sold. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

The Sale is a non-judicial foreclosure sale being conducted pursuant to the power of sale granted by the Contract for Deed. The sale will be made expressly subject to any title matters set forth in the Contract for Deed, 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 Contract for Deed. 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.

Pursuant to section 51.009 of the Texas Property Code, the Property shall be sold on an "AS IS, WHERE IS" basis, without any expressed or implied warranties, except as to the warranties (if any) provided for under the Contract for Deed.

  
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David K. Waggoner, Trustee  
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Info@WaggonerLawFirm.net