



4. **Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash, subject to 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 cash on the date the Property is sold.

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 the Deed of Trust, the beneficiary has the right to direct the Trustee to sell the Property in one or more parcels and/or sell all or only part of the Property.

Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold "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. **Type of Sale.** The sale is a nonjudicial deed of trust lien (and security interest) foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust and/or security agreement contained therein.

6. **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 the Real Estate Lien Note dated August 3, 2020, in the original principal amount of \$137,095.00, made by ESTHER M. MUNOZ, payable to the order of COMMERCIAL STATE BANK, and renewals, extensions, and additional future advances as contemplated therein. COMMERCIAL STATE BANK is the current owner and holder of the Obligations and is the Beneficiary under the Deed of Trust.

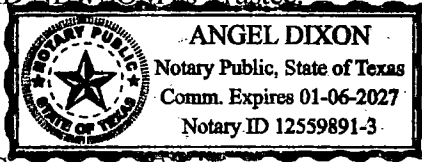
7. **Default and Request to Act.** Lender has appointed Chad Newsom as Trustee pursuant to the Deed of Trust. Lender has instructed Trustee to offer the Property for sale toward the satisfaction of the Note. Notice is given that before the sale the Beneficiary may appoint another person substitute trustee to conduct the sale.

*Chad Newsom*

CHAD NEWSOM, Trustee  
Commercial State Bank  
P.O. Box 820, 1045 I-45 N.  
Palmer, Texas 75152  
972-845-3000

STATE OF TEXAS     )  
                                  )  
COUNTY OF ELLIS )

This instrument was acknowledged before me on the 22 day of May, 2023, by  
CHAD NEWSOM as Trustee.



*Angel Dixon*  
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Notary Public, State of Texas

My Commission Expires:  
01-06-2027