

2025-1



CLERK # 2025-00058

es: \$15.00

NOTICE OF FORECLOSURE SALE

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

1. **Property to be Sold.** The property to be sold includes all such real property described in the below referenced Deed of Trust and further described to include, but not to limit, as follows:

Lot Sixteen (16), Seventeen (17), Eighteen (18) and the Northernmost Six Feet (6') of Lot Nineteen (19), Block Fifty-Five (55), Original Town of Stratford, Sherman County, Texas, according to the plat thereof recorded in Volume (9), Page Six Hundred Thirty-Six (636), Sherman County Deed Records.

2. **Deed of Trust.** The document entitled Deed of Trust ("Deed of Trust") pursuant to which this sale will be conducted is described as follows:

Dated: July 15, 2020

Grantor: Javier Zapata and Elvia Zapata, Husband and Wife

Beneficiary: Centennial Bank, an Arkansas state bank, d/b/a Happy State Bank, successor-in-interest to Happy State Bank, a Texas banking association

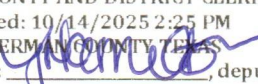
Recorded: July 15, 2020, under Clerk's File No. 031550, Volume 0344, Page 0896 of the Deed Records of Sherman County, Texas

3. **Date, Time, and Place of Sale.** The sale is scheduled to be held at the following date, time, and place:

Date: November 4, 2025

Time: The sale shall begin no earlier than 1:00 o'clock, P.M. or no later than three (3) hours thereafter. The sale shall be completed by no later than 4:00 P.M.

Place: In the foyer at the front door of the Sherman County Courthouse, located at 701 North 3rd Street, Stratford, Texas 79084, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court

FILED
LAURA ROGERS,
COUNTY AND DISTRICT CLERK
Filed: 10/14/2025 2:25 PM
SHERMAN COUNTY, TEXAS
By: , deputy



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

4. **Terms of Sale.** 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.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold. The property to be sold shall include all real property secured by the Deed of Trust that has not been previously released.

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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

5. **Type of Sale.** The sale is a non-judicial Deed of Trust Lien foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust.



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 (1) Note in the original principal amount of \$85,885.00, executed by Javier Zapata, and payable to the order of Centennial Bank, an Arkansas state bank, d/b/a Happy State Bank, successor-in-interest to Happy State Bank, a Texas banking association (the "Note"); (2) all renewals and extensions of the Note; and (3) any and all present and future indebtedness of Javier Zapata to Centennial Bank, an Arkansas state bank, d/b/a Happy State Bank, successor-in-interest to Happy State Bank, a Texas banking association. Centennial Bank, an Arkansas state bank, d/b/a Happy State Bank, successor-in-interest to Happy State Bank, a Texas banking association is the current owner and holder of the obligations and is the Beneficiary under the Deed of Trust.

Questions concerning the sale may be directed to the undersigned or to the Beneficiary, Centennial Bank, an Arkansas state bank, d/b/a Happy State Bank, successor-in-interest to Happy State Bank, a Texas banking association, 3423 South Soncy Road, Amarillo, Texas 79119.

7. **Default and Request to Act.** Default has occurred under the Deed of Trust, and the Beneficiary has requested me, Bailey Hartman, Samuel S. Karr, C. Jared Knight, or Cathy Miller, 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.

8. **Statutory Notice of Servicemember Rights.** **Assert and protect your rights as a member of the armed forces of the United States. If you are or your**



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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.

DATED this the 14th day of October, 2025.

MORGAN WILLIAMSON LLP
701 South Taylor, Suite 440
Amarillo, Texas 79101
Telephone: (806) 358-8116
Facsimile: (806) 350-7642

By: *Samuel S. Karr*
Bailey Hartman, State Bar No. 24125916
Samuel S. Karr, State Bar No. 24007466
C. Jared Knight, State Bar No. 00794107
Cathy Miller, State Bar No. 00790317

FILED
LAURA ROGERS
COUNTY & DISTRICT CLERK
Filed 10/15/2025 11:54:58 AM
SHERMAN COUNTY TEXAS
BY *Laura Rogers* DEPUTY

STATE OF TEXAS COUNTY OF SHERMAN
I hereby certify that this instrument was FILED on the date
and time and in the Volume and Page stamped hereon by
me and was duly RECORDED in the Official Public
Records of Sherman County, Texas.

LAURA ROGERS, COUNTY CLERK
SHERMAN COUNTY, TEXAS
BY *Laura Rogers* DEPUTY