

Posted

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BRENT ZITTERKOPE, County Clerk, Howard County, Texas
By Nancy Porter Deputy

Notice of Foreclosure Sale

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.

1. *Property to Be Sold.* The property to be sold is described as follows:

BEING a 6.47-acre tract out of the SE/4 of Section 29, Block 32, T-1-N, T.& P. RR. Co. Survey, Howard County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein for all purposes.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust recorded as Document Number 2012-00005572 in the Official Public Records of Howard County, Texas and amended in that Amended Deed of Trust recorded as Document Number 2020-00007884 in the Official Public Records of Howard County, Texas.

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

Date: January 2, 2024

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: The Howard County Courthouse is located at 300 Main Street, Big Spring, Texas. The sale will be conducted in the area designated by the County Commissioners Pursuant to Section 51.002 of the Texas Property Code.

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. The reposting or refiled 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 their bid immediately in cash if their bid is accepted.

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 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 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, security agreement and financing statement executed by Robert J. Stevens.

The real property and personal property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by Section 9.604(a) of the Texas Business and Commerce Code.

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 promissory notes in the original principal amount of \$262,500.00, executed by Joes E. Lopez, joined by Wendy M. Lopez, and payable to the order of Eugene M. Bryant and Barbara Bryant, 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, Eugene M. Bryant and Barbara Bryant, 7800 W Hwy 587, Comanche, TX 76442.