

POSTED NOTICE

DATE 10/15/16 **TIME** 2:47 PM

JONES COUNTY CLERK, JONES CO., TX

BY:

NOTICE OF FORECLOSURE SALE

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

Being all of Lot 10 of the Westwind Circle Addition, Jones County, Texas, being the same addition out of Section 5, BBB & C Ry. Co. Lands shown on plat thereof recorded in Volume 97, Page 108, Plat Records, Jones County, Texas.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust recorded in Volume 392, Page 331 of the Official Public Records of Jones 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 1, 2016

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: Jones County Courthouse in Anson, Texas, at the following location: South entrance of the Jones County Courthouse, Anson, Texas.

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

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 foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by Carl Dale Dyke and Mary Catherine Dyke.

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 indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the Promissory Note in the original principal amount of \$77,823.06 executed by Carl Dale Dyke and Mary Catherine Dyke and payable to the order of First National Bank of Anson; (b) all renewals and extensions of the Note; and (c) any and all present and future indebtednesses of Carl Dale Dyke and Mary Catherine Dyke to First National Bank of Anson. First National Bank of Anson is the current owner and holder of the Obligations and is the beneficiary under the Deed of Trust.

As of October 5, 2016, there was owed \$75,021.01 on the Note, being principal and interest in the following amounts: \$71,902.31 of principal; \$2,317.40 of interest; \$301.30 of late charges; and \$500.00 of attorney's fees. The Note is bearing interest at the rate of \$12.80 per day thereafter.

Questions concerning the sale may be directed to the undersigned at First National Bank of Anson, P.O. Box 672, Anson, Texas 79501, 325.823.3271.

7. *Default and Request to Act.* Default has occurred under the Deed of Trust, and the Beneficiary has requested me, as Trustee, to conduct this sale. Notice is given that before the sale the Beneficiary may appoint another person Substitute Trustee to conduct the sale.

Dated: October 5, 2016.



Keith Gilbert, Trustee