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AT 9:45 O'CLOCK A M

NOV 15 2016

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public nonjudicial foreclosure sale.

Antonia Dujica
COUNTY CLERK, CORYELL CO., TEXAS

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

All that certain tract and parcel of land situated in Coryell County, Texas, out of the C. Cazanoba Survey in the City of Gatesville, being Lot D and Block 4, Jones Addition to the City of Gatesville and described further as follows:

BEGINNING 120 ft. S. of the N.W. corner of a lot deeded to I.F. Johnson and B.W. West by Mrs. Kate Stevenson et al by deed recorded in Book 40, Page 550, Deed Records of Coryell County, Texas;

THENCE S. 90 ft. to the S. line of the S.W. corner of said lot;

THENCE E. 90 ft. to an alley;

THENCE N. 90 ft. to the S. line of the lot deeded by Johnson and West to J.W. Horne;

THENCE W. with the S. line of Horne's lot and the S. line of another lot conveyed by West to Johnson 90 ft. to the Place of Beginning.

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

Date: Tuesday, December 6, 2016

Time: The sale shall begin no earlier than 1:00 p.m. or no later than three hours thereafter. The sale shall be completed no later than 4:00 p.m.

Place: The area of the Coryell County Courthouse in Gatesville, Texas, designated by the Commissioner's Court pursuant to Section 51.002 of the Texas Property Code as a place where foreclosure sales are to take place.

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.

3. 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 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 or substitute trustee to sell the property in one or more parcels and/or sell all or only part of the property.

Pursuant to 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 condition of the property.

Pursuant to the Texas Property Code, the trustee or substitute 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 sale.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.) and state law, including section 51.015 Texas Property Code. 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.

4. 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 that one certain Deed of Trust executed by Virginia Henson and C. L. Henson, dated April 29, 2002, and recorded in Document Number 149590 of the Deed of Trust Records of Coryell County, Texas. The sale is authorized pursuant to the Default Judgment entered in *Cause No. DC-16-45410, styled National Bank vs. Charles Leon Henson, Deceased, et. al., in the District Court of Coryell County, Texas 52nd Judicial District* which was signed on November 2, 2016 and which is attached hereto as Exhibit "A" and incorporated herein as if fully referenced.

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligation") in the original principal amount of \$22,950.00, and payable to the order of National Bank. National Bank is the current owner and holder of the Obligation and is the beneficiary under the Deed of Trust.

6. 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: November 14, 2016.



Blake Rasner
Substitute Trustee
Haley & Olson, P.C.
100 Ritchie Road, Suite 200
Waco, Texas 76712
Telephone: (254) 776-3336
Facsimile: (254) 776-6823
Email: brasner@haleyolson.com

EXHIBIT A

CAUSE NO. DC-16-45410

NATIONAL BANK,	§	IN THE DISTRICT COURT OF
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	CORYELL COUNTY, TEXAS
	§	
CHARLES LEON HENSON, DECEASED,	§	
VIRGINIA HENSON, DECEASED,	§	
CLAYTON KELVIN HENSON, DECEASED,	§	
CHARLES DAVID HENSON, JANET	§	
GAYLEN HENSON, JEREMY HENSON,	§	
AND THE UNKNOWN HEIRS AT LAW OF	§	
DECEDENTS,	§	
	§	
<i>Defendants,</i>	§	
	§	
IN RE: 1417 PLEASANT STREET,	§	
GATESVILLE, TEXAS 76528.	§	52ND JUDICIAL DISTRICT

DEFAULT JUDGMENT

Came on for consideration the above-entitled and numbered cause. National Bank ("Plaintiff") appeared by and through its attorney of record. Charles David Henson, Janet Gaylen Henson, and Jeremy Henson (collectively, the "Heirs-At-Law"), although having been duly and legally cited to appear and answer, failed to appear and answer, and wholly made default. Citations were served according to the law and returned to the clerk of this Court where they have been on file for a period of at least ten (10) days exclusive of the day of filing and of the date of this judgment. The Court, having considered Plaintiff's Motion for Entry of Default Judgment and the arguments of counsel, finds and concludes that this judgment be entered accordingly.

FILED
4:00 GORYELL COUNTY
o'clock

NOV 02 2016

Jessie M. Gray
DISTRICT CLERK

The Court FINDS that Plaintiff is the owner and holder of a certain real estate lien note ("Note") secured by the real property and improvements commonly known as 1417 Pleasant Street, Gatesville, Texas 76528 and more particularly described in Plaintiff's Original Petition ("Property"), said Note and Property being the subject of the above-captioned lawsuit.

The Court further FINDS that Charles Leon Henson ("C.L. Henson"), who was an obligor under the Note, died on or about January 21, 2012, and no probate proceeding has been opened for C.L. Henson in the county where the Property is located.

The Court further FINDS that Virginia Henson ("Virginia Henson"), who was an obligor under the Note, died on or about October 16, 2014, and a probate proceeding was opened for Virginia Henson's estate in *In Re the Estate of Virginia Henson, Deceased; Cause No. 16-9712; In the County Court at Law, Coryell County, Texas* but that court has not issued an order appointing an administrator or personal representative.

The Court further FINDS Clayton Kelvin Henson ("Kelvin Henson," and together with C.L. Henson and Virginia Henson, the "Decedents"), who was an owner of the Property, died on or about February 4, 2015, and no probate proceeding has been opened for Kelvin Henson in the county where the Property is located.

BASED ON THE FOREGOING, IT IS THEREFORE DECLARED, ADJUDGED AND DECREED that the Heirs-At-Law, being all of the Decedents' heirs-at-law, have been made parties to this suit and are vested with all of the Decedents' right, title and interest in the Property.

IT IS FURTHER DECLARED, ADJUDGED AND DECREED that Plaintiff's vendor's lien against the Property is rescinded, and the Heirs-At-Law are divested and Plaintiff is vested with all of the Decedents' and the Heirs-At-Law's right, title and interest to the Property.

IT IS FURTHER DECLARED, ADJUDGED AND DECREED that Plaintiff shall have the immediate right to foreclose on its statutory lien against the Property, and through said foreclosure the Heirs-At-Law shall be divested and Plaintiff vested with all of the Decedents' and the Heirs-At-Law's right, title and interest to the Property.

IT IS FURTHER DECLARED, ADJUDGED AND DECREED that, in order to remove any cloud on title that the Heirs-At-Law's interests may have created, Plaintiff is vested with all right, title and interest in the Property.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that NATIONAL BANK, Plaintiff, recover from Defendants, CHARLES DAVID HENSON, JANET GAYLEN HENSON, AND JEREMY HENSON, jointly and severally, judgment for \$7,500.00 as reasonable and necessary attorney's fees, and taxable costs of court.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff shall have all writs and other process necessary to enforce this judgment including, without limitation, a writ of possession against any occupant of the Property in the event said occupant fails or refuses to leave the Property after foreclosure.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all relief sought by the parties and not expressly granted herein is denied.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this judgment disposes of all claims and all parties and is a final, appealable judgment as to all claims and all parties.

SIGNED on this the 2 day of Nov, 2016.



JUDGE PRESIDING