

AT 11:40 FILED O'CLOCK AM

DEC 11 2017

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public nonjudicial foreclosure sale.

Barbara Simpson
COUNTY CLERK, CORYELL CO., TEXAS

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

BEING 62.215 acre tract of land situated in Coryell County, Texas and being a part of the Charles Griffin Survey A-406 and beign more fully described on **Exhibit A** attached hereto and made a part hereof for all purposes. SAVE AND EXCEPT .921 acre, same being 1.797 acres of land from which there is SAVE AND EXCEPT .876 acre, and being more fully described on **Exhibit B** attached hereto and made a part hereof for all purposes.

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

Date: Tuesday, January 2, 2018

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 refileing 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 nonjudicial Deed of Trust lien foreclosure sale being conducted pursuant to the power of sale granted by that one certain Deed of Trust executed by Vidal C. Cordova, Curtis Moore and Racine Moore, dated August 12, 2008, and recorded in Document Number 222266 of the Deed of Trust Records of Coryell County, Texas.

5. Authorization of Sale. This Sale has been authorized pursuant to the attached *Order Granting Foreclosure* signed by the Court on December 6, 2017 in the probate styled *In Re: The Estate of Vidal C. Cordova, Deceased*; Cause No. 17-9858, In the County Court of Coryell County, Texas, which Order is attached hereto as Exhibit C.

6. 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 \$195,000.00, and payable to the order of First State Bank Central Texas. First State Bank Central Texas 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: December 8, 2017.



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

EXHIBIT A

Field Notes

For Ronnie Hampton et al

Date: August 7, 1992

All that certain land situated in Coryell County, Texas and being a part of the Charles Griffin Survey, A-406. Also being a part of a tract of land described as 122.12 acres in a conveyance from Mark Short and wife to the Veterans Land Board of Texas. Said instrument being of record in Vol. 186, Pg. 615 of the Coryell County Deed Records.

Beginning at a steel pin set in the east line of the above described 122.12 acre tract for the northeast corner this. Said beginning being 818deg. 47min. 23sec. W, 1128.06 ft. from the northeast corner of said 122.12 acre tract.

Thence with a fence line, the east line of said 122.12 acre tract as follows: 818deg. 47min. 23sec. W, 69.33 ft. to a corner post; 816deg. 38min. 23sec. E, 563.40 ft. to a corner post; and 818deg. 52min. 20sec. W, 958.15 ft. to a steel pin set for the southeast corner of said 122.12 acre tract and the southeast corner this.

Thence with said fence line, the south line of said 122.12 acre tract N70deg. 34min. 03sec. W, 2245.65 ft. to a corner post for the southwest corner of said 122.12 acre tract and the southwest corner this.

Thence with said fence line, the west line of said 122.12 acre tract. N19deg. 00min. 00sec. E, 614.97 ft. to a point where said 122.12 acre tract west line intersects the center of a public road.

Thence leaving said fence line and following the center of said public road 888deg. 32min. 58sec. E, 30.00 ft. to a steel pin set.

Thence leaving said public road as follows: N72deg. 27min. 15sec. E, 1413.41 ft. to a steel pin set and 871deg. 12min. 36sec. E, 750.80 ft. to the place of beginning and containing 62.215 acres of land.

I, Larry E. Langston, Registered Professional Surveyor of Coryell County, Texas do hereby certify that the foregoing survey was done by me on the ground and that it is true and correct to the best of my knowledge and belief.

This 7th Day of August, 1992

Larry E. Langston

SAVE AND EXCEPT.

EXHIBIT B

All that certain tract or parcel of land situated in Coryell County, Texas being 1.797 acres of land with 0.397 acres out of the J. J. Davis Survey, A-280 and 1.200 acres out of the Charles Griffin Survey, A-408 and being a part of that 227.714 acre tract described in Deed to William Hampton, et al per Instrument No. 36303 Coryell County Deed Records and a part of that 62.215 acre tract described in Deed to CHM Barnard per Instrument No. 214963, said Deed Records, said 1.797 acre tract described by routes and bounds as follows:

BEGINNING at a 3" steel pipe found in the center of a gateway being the centerline Bad Point of Marriot Road, said pipe the SWC of this;

THENCE N15-21-40E (all GPS bearings) along road centerline at 100.07 feet a 3/8" steel pin set, the NWC of this;

THENCE along the North line of a proposed Access Road with 3/8" steel pins with caps set at the corners as follows;

S59-05-28E, 224.81'

S71-46-31E, 470.63', crossing into the said William Hampton tract, a steel pin set in a whip fence

S71-46-31E, 290.61'

S17-03-16W, 320.17', a steel pin set in the North line of the Reeves Estate 168.63 acre tract per Vol. 52A, page 539 said Deed Records;

THENCE N72-27-37W along the fenced North line of same, at 30.00 feet a 3" steel pipe with 3/8" steel pin found at its base, the NWC of said Reeves Estate tract and the SWC of this;

THENCE along the fenced East and North line of the adjoining Lerby Eckenrode 175 acre tract per Vol. 55 page 15 said Deed Records with 1/2" steel pin found at the corner as follows;

N17-03-16E, 470.17'

N71-46-31W, 240.61', a steel pin found at the SWC of said Hampton tract;

N71-46-31W, 683.98', the Point of Beginning and containing 1.797 acres of land.

Surveyed, 23 April 2008
For Jimmie Cummings

Rodman; Brandon Burt

Note: This transaction will involve purchase of 0.921 acres of land from the CHM Barnard tract and 0.876 acres from the William Hampton tract.

*AVE AND ROBERT the .876 acre tract shown on Page 2 of the Exhibit A attached.

EXHIBIT C

CAUSE NO. 17-9858

DEC 06 2017

IN RE	§	IN THE COUNTY COURT
	§	COUNTY CLERK, CORYELL CO., TEXAS
THE ESTATE OF VIDAL C. CORDOVA,	§	OF
	§	
DECEASED.	§	CORYELL COUNTY, TEXAS

ORDER GRANTING FORECLOSURE

CAME ON for hearing on the 6th day of December, 2017, First State Bank Central Texas' Application for Foreclosure was filed on December 1, 2017. After considering the pleadings, the evidence submitted, and the arguments, the Court FINDS that the Application for Foreclosure is meritorious and shall be granted.

The Court further FINDS that venue is proper and that the Court has jurisdiction of the subject matter and of all the parties.

The Court further FINDS that Blake Rasner is the Temporary Administrator and in his capacity as Temporary Administrator he has received and reviewed of the Application for Foreclosure and does not oppose or contest the Application for Foreclosure.

The Court further FINDS that notice of the Application for Foreclosure and this hearing is proper and no other parties have appeared in this temporary administration proceeding.

The Court further FINDS that the applicant is First State Bank Central Texas ("Applicant") and that Applicant is the owner and holder of a claim secured by a lien on the following real property (the "Property"):

BEING 62.215 acre tract of land situated in Coryell County, Texas and being a part of the Charles Griffin Survey, A-406 and being more fully described on Exhibit "A" attached hereto and made a par thereof for all purposes. SAVE AND EXCEPT .921 acre, same being 1.797 acres of land from which there is SAVE AND EXCEPT .876 acre, and being more fully described on EXHIBIT "B" attached hereto and made a part hereof for all purposes;

as evidenced by a first lien deed of trust executed by the decedent to T. Gerry Gamble, Trustee, dated August 12, 2008 and recorded on August 14, 2008 as Document Number 220448 in the Official Public Records of Coryell County, Texas and re-recorded on October 21, 2008 as Document Number 222266 in the Official Public Records of Coryell County, Texas.

The Court further FINDS that the Applicant's claim has been duly allowed by the Temporary Administrator and has been approved and fixed as a preferred debt and lien claim against the Property; that Blake Rasner, the Temporary Administrator of the estate, has not sold or distributed the Property; that Temporary Administrator does not have funds available to pay the claim, and that Temporary Administrator has defaulted in the payment of all maturities that have accrued on the debt according to their terms and in the performance of all the terms of the contract securing the maturities.

The Court further FINDS that the Temporary Administrator has received notice of default on payment of the Applicant's claim, that the Temporary Administrator has failed to cure the default on the Applicant's claim, and that Applicant has the right to immediately foreclose the Deed of Trust lien, in accordance with the provisions of the documents creating the mortgage, lien, or security interest or in any other matter allowed by law.

Signed this the 6th day of December, 2017.



JUDGE PRESIDING