



NOTICE OF FORECLOSURE SALE
(Archer County)

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.

Notice is hereby given of a public nonjudicial foreclosure sale.

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

All of Lot Three (3) and the South One-Half (S1/2) of Lot Four (4), in Block One (1), of Judy Ray Addition, an addition to the Town of Holliday, Archer County, Texas, according to the Map or Plat thereof recorded in/under Volume 276, Page 587-589, Deed Records, Archer County, Texas, and more commonly known as 309 North West Avenue, Holliday, Texas.

2. Instrument to be Foreclosed. The instrument to be foreclosed is the Deed of Trust ("Deed Of Trust") recorded at Volume 0799, Page 0604, Official Public Records, Archer County, Texas; and any and all other instruments filed of record with respect to said Deed Of Trust (which are hereinafter referred to as the "Security Instrument").

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

Date: November 5, 2019

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

Place: Archer County Courthouse, 112 E. Walnut, Archer City, Archer County, Texas, at the following location: North entrance of the Courthouse Annex, or as designated by the County Commissioners.

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 Security Instrument, permitting the Beneficiary thereunder to have the bid credited to the Note up to the amount of the unpaid debt secured by the Security Instrument 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 sale will be made expressly subject to any title matters set forth in the Security Instrument, 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 Security Instrument. The sale shall not cover any part of the property that has been released of public record from the lien of the Security Instrument. 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 Security Instrument, the Beneficiary has the right to direct the Trustee and/or Substitute 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 Security Instrument. 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 and/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 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 Security Instrument executed by KIMBERLI BROWN, a single woman.

6. Obligations Secured. The Security Instrument provides that it secures the payment of the indebtedness and obligations therein described (collectively, the "Obligations") including but not limited to Promissory Note ("Note) dated December 18, 2015, in the principal amount of \$40,000.00, executed by KIMBERLI BROWN, and payable to the order of UNION SQUARE CREDIT UNION. UNION SQUARE CREDIT UNION is the current owner and holder of the Obligations and is the Beneficiary under the Security Instrument.

As of September 29, 2019, there was owed \$38,817.59 on the Note, being principal, interest, late charges, and attorney's fees in the following amounts: \$37,488.41 in principal; \$500.98 in interest; \$28.20 in late charges; plus at least \$800.00 in attorney's fees; with interest accruing at the rate of \$4.04 per day thereafter until paid in full. Applicable Trustee's fees, ad valorem taxes, property insurance, and other costs and expenses, if any, may be added to the amount owed.

Questions concerning the sale may be directed to the undersigned at (940) 569-2201.

7. Default and Request to Act. Default has occurred under the Security Instrument, and the Beneficiary has requested me, as Substitute 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 3, 2019.

Jonathan R. Ellzey
JONATHAN R. ELLZEY, Substitute Trustee
320 E. Third Street
Burkburnett, Texas 76354
(940) 569-2201
(940) 569-5032 (Fax)

THE STATE OF TEXAS :
:
COUNTY OF WICHITA :

This instrument was acknowledged before me on the 3 day of October, 2019, by JONATHAN R. ELLZEY, Substitute Trustee.

Judy Moore
Notary Public, State of Texas

