

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 (including any improvements) to be sold is located in Carson County, Texas and is more fully described on Exhibit A, which is attached hereto and incorporated herein for all purposes, together with all improvements and fixtures upon, and appurtenances thereto, and all personal property secured by the loan agreement described in the Deed of Trust (as defined below).

The real property being sold is the same property described in the Deed of Trust (defined below).

2. **Security Instrument to be Foreclosed.** The instrument to be foreclosed on is that certain Deed of Trust and Security Agreement dated as of January 4, 2023, executed by ALAN RHODES, as borrower, for the benefit of FIRST FINANCIAL BANK ("Lender"), recorded on January 5, 2023, under Document No. 2023-00000011 in the Official Public Records of Carson County, Texas (the "Deed of Trust").

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

Date: October 1, 2024

Time: The sale will begin no earlier than 12:00 p.m. and no later than 3:00 p.m.

Place: Carson County, Texas at the following location – AT THE FRONT STEPS ON THE EAST SIDE OF THE CARSON COUNTY COURTHOUSE, OR IF THE PRECEDING AREA IS NO LONGER THE DESIGNATED AREA, AT THE AREA MOST RECENTLY DESIGNATED BY THE COUNTY COMMISSIONER'S COURT.

In the event Lender decides to postpone, withdraw, or reschedule the sale for another day, 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 refiling 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 Lender thereunder to have the

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GAYLA CATES
CARSON CO. & DIST. CLERK

bid credited to the amount owed under the Loan Agreement (defined below) 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 day 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 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.

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, that certain Loan Agreement dated January 4, 2023 (the "Loan Agreement") by and between Thomas Alan Rhodes, as borrower, and Lender, and that certain Promissory Note in the original principal amount of \$1,109,000.00, dated January 4, 2023, executed by Thomas Alan Rhodes, made payable to the order of Lender (as amended, the "Note"), such Note having a principal balance of approximately \$1,172,897.05.00, plus penalties and interest. In addition, the Loan Agreement and the Deed of Trust provide for reimbursement to Lender of its reasonable attorneys' fees and expenses incurred in collecting this debt.

7. Default and Request to Act. Default has occurred under the Loan Agreement and the Deed of Trust, and Lender has requested me, as substitute trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person as substitute trustee to conduct the sale.

[Signature page follows.]

EXECUTED to be effective as of September 6, 2024.

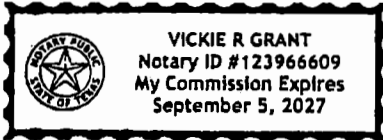
Ty Johnson

Ty Johnson, Substitute Trustee
2323 Ross Ave, Suite 1900
Dallas, Texas 75201

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on September 6, 2024, by Ty Johnson.



Vickie R Grant

Notary Public in and for State of Texas

Name Printed: Vickie R. Grant

AFTER RECORDING, RETURN TO:

**Ty Johnson
Bell Nunnally & Martin LLP
2323 Ross Street, Suite 1900
Dallas, Texas 75201
Telephone: (214) 740-1413**

EXHIBIT A

The West One-Half of Section 101, Block 7, I&GN Ry. Co. Survey, Certificate No. 3352, Abstract No. 551, Patent No. 551, Volume 82, dated December 12, 1884, Carson County, Texas.

SAVE AND EXCEPT

A tract of land out of and along the North and South sides a strip of land thirty feet in width as set out in Warranty deed dated August 29, 1906 executed by Frederic de P. Foster and Cornelius O. Cuyler to A. M. Klits recorded in Volume 8, Page 132, Deed Records, Carson County, Texas.

FURTHER SAVE AND EXCEPT

A tract of land 40.0 feet in width and 2658.0 feet in length out of the North portion of the West half of Section 101, Block 7, I&GN Railroad Company Survey in Carson County, Texas, as set out in Deed dated February 8, 1951 executed by Anna M. Clark to The State of Texas and recorded in Volume 89, Page 220, Deed Records, Carson County, Texas, and being more completely described as follows:

Beginning at the Northwest corner of said Section 101; thence Easterly along the North section line 2658.0 feet to the Northeast corner of said West half section;

Thence Southerly along the half section line 40.0 feet to a point;

Thence Westerly, parallel to the North section line 2658.0 feet to a point on the West section line;

Thence Northerly along said west line 40.0 feet to the place of beginning, containing 2.441 acres more or less

Instrument Number: 2024-00001070 B: OR Vol: 820 P: 229

Filing and Recording Date: 09/09/2024 09:02:25 AM Pages: 5 Recording Fee: \$37.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Carson County,



Gayla Cates

Gayla Cates, Carson County & District Clerk
Carson County, Texas

***DO NOT DESTROY - Warning, this document is part of the
Official Public Record.***

cmcginty

Returned To:

Filed By:

Destination: 0