

NOTICE OF FORECLOSURE SALE

October 8, 2021

GRANTORS: Wayne E. Bragg, III
488 Komo Road
Eliasville, TX 76481
Stephens County, Texas

And

Prickley Patch, LLC
488 Komo Road
Eliasville, TX 76481
Stephens County, Texas

TRUSTEE: Kerwin Stephens
515 Fourth Street
Graham, Texas 76450

LENDER: Joseph K. Kennedy
P. O. Box 1490
Breckenridge, Texas 76424
Stephens County, Texas

Deed of Trust to
be Foreclosed: Deed of Trust recorded at Volume 2179, Page 581, Official Public Records
of Stephens County, Texas, and amendment by Extension Agreement for
Promissory Note and Liens, dated June 1, 2021 and recorded at Volume
2202, Page 400, Official Public Records of Stephens County, Texas.

Property to be sold
(Legal Description): **A.** Being a tract of 0.45 acres of land, more or less, out of the Southwest
part of T.E.& L. Co Survey No. 1030, A-443, situated in Stephens County,
Texas, and being part of a 2 acre tract of land described in a deed recorded
in Volume S, page 277 of the Deed Records of Stephens County, Texas,
and which tract is part of the W. N. Jackson Addition to the town of Ivan,
Texas, which Addition is recorded in the Plat Records of Stephens
County, Texas, reference to said deed and said plat records is here made
for purposes of description, and which tract is more particularly described
by metes and bounds as follows:

RECEIVED AND FILED
FOR POSTING
At 2:50 O'Clock P.M.
OCT 08 2021
JACKIE ENSEY Co. Clerk
STEPHENS COUNTY, TEXAS
By Jackie Ensey

BEGINNING at a ½” iron pin set at the intersection of the East line of Highway No. 67 and the North line of Farm Road 1148 for the Southwest corner of this tract and being East 65.0 feet and N 0 deg. 04’ 00” E 30 feet from the Southwest corner of said survey;

THENCE N 0 deg. 04’00” E with the East line of Highway No. 67 a distance of 177.42 feet to a ½” iron pin set for the Northwest corner of this tract;
THENCE East 113.86 feet to the ½” iron pin set in a fence line for the Northeast corner of this tract;
THENCE South 2 deg. 25’ 10” West with the fence 177.58 feet to a ½” iron pin set in the North line of Farm Road 1148;
THENCE West with the North line of the Farm Road 106.57 feet to the PLACE OF BEGINNING and containing 0.45 acres of land, more or less;

TOGETHER WITH all inventory, personal property, furniture, fixtures, equipment, computers and software located on the above-described property.

B. All of Grantor, WADE E. BRAGG, III’s right, title and interest in PRICKLEY PATCH, L.L.C., a Texas limited liability company.

C. All assets of PRICKLEY PATCH, L.L.C., including the above-described real property and all improvements, inventory and personal property located thereon.

Obligation Secured: Promissory Note dated June 1, 2020, in the original principal sum of one hundred forty thousand and no/100 dollars (\$140,000.00), executed by Wayne E. Bragg, III, and Prickley Patch, LLC and payable to the order of Joseph K Kennedy, and amended by Extension Agreement for Promissory Note and Liens, dated June 1, 2021, and payable to the order of Joseph K. Kennedy.

Foreclosure Sale:

Date: November 2, 2021

Time: The sale of the Property will be held between the hours of 10:00 A. M. and 4:00 P. M. local time; the earliest time at which the Foreclosure Sale will begin is 12:00 Noon and not later than three hours thereafter.

Place: Stephens County Courthouse, located at 200 W. Walker Street, Breckenridge, TX 76424, in the area designated by the commissioners court for sales of property under Tex. Prop. Code Section 51.002 in Stephens County, Texas.

Terms of Sale: The Foreclosure sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the promissory note and in the performance of the Deed of Trust. Because of that default, Lender, the owner and holder of the promissory note, has requested Trustee to sell the Property.

The Deed of trust may encumber both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure 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. For avoidance of doubt, the Foreclosure will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lender. Prospective bidders are strongly urged to examine the applicable 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 **"AS IS," without any express or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Trustee.

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.



KERWIN STEPHENS, Trustee