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AUG 6 2018

JACKIE ENSEY Co. Clerk  
STEPHENS COUNTY, TEXAS

By Jackie Ensey Deputy

**Notice of Foreclosure Sale**

August 6, 2018

Deed of Trust (Security Agreement, Financing Statement) ("Deed of Trust"):

Dated: May 13, 2010

Grantor: Brady Carter and Joel Carter

Trustee: Jamie Cook

Lender: First State Bank

Recorded in: Volume 2077, Page 182 of the real property records of Stephens County, Texas, being in renewal and extension of Deed of Trust recorded in Volume 1976, Page 78 of the real property records of Stephens County, Texas

Legal Description: Surface of Lot 16, Twin Lakes Village Subdivision out of the J M. Evans Survey, Abstract Number 2157, Stephens County, Texas, as shown on the map or plat of said subdivision of record in the Office of the County Clerk of Stephens County, Texas

Secures: Note ("Note") in the original principal amount of \$53,500.00, executed by Brady Carter and Joel Carter ("Borrower") and payable to the order of Lender

Modifications and Renewals: Modification and Extension Agreement filed of record in Volume 1994, Page 55 and that certain Reinstatement, Modification, Renewal, and Extension Agreement filed of record in Volume 2077, Page 182 (as used herein, the terms "Note" and "Deed of Trust" mean the Note and Deed of Trust as so modified, renewed, and/or extended)

Substitute Trustee: Berry White

Substitute Trustee's Address: 1602 Halsell Street, Bridgeport, Texas, 76426

Foreclosure Sale:

Date: Tuesday, September 4, 2018

- 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 1:00pm and not later than three hours thereafter.
- Place:** Stephens County Courthouse, Texas at the following location: THE SOUTHERN ENTRANCE STEPS OF THE COURTHOUSE, AS KNOWN AS THE WALKER STREET ENTRANCE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or as designated by the County Commissioners Court
- 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 First State Bank'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 Note and in the performance of the obligations of the Deed of Trust. Because of that default, First State Bank, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of First State Bank's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with First State Bank'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, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If First State Bank 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 the avoidance of doubt, the Foreclosure Sale 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 First State Bank. 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 "AS IS," without any expressed 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, Substitute 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 Substitute 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.**



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Berry White  
1602 Halsell Street  
Bridgeport, Texas 76426  
Telephone (940) 647-0000  
Telecopier (888) 396-6271