

NOTICE OF TRUSTEE'S SALE

Notice is hereby given that a public sale at auction of the Property (as that term is defined and described below) will be held at the date, time and place specified in this notice.

FILED
AT 0:24 O'CLOCK A M

NOV 30 2015

AMY FINCHER
County Clerk, County Court at Law
Angelina County, Texas
By *MS*

Certain Terms and Information

Date of Sale: Tuesday, January 5, 2016.

Time of Sale: The earliest time at which the sale shall occur is 1:00 o'clock p.m, Lufkin, Texas time. The sale shall begin at that time or not later than three hours after that time.

Place of Sale: At the area at the Angelina County Courthouse in the City of Lufkin, Texas designated by the Commissioner's Court of Angelina County, Texas where foreclosure sales are to take place. Such designation, which has been recorded in the Official Records of Angelina County, Texas, is located at the Angelina County Court Annex located at 606 East Lufkin Avenue, Lufkin, Texas in the hallway outside the Commissioner's Courtroom adjacent to the atrium.

Information Regarding the Deed of Trust Lien That Is the Subject of this Sale:

Name of Document: Deed of Trust (referred to herein as the "Deed of Trust").

Date: July 7, 2011

Grantor: BLAKE LAVOY BEAN

Beneficiary: HERMAN E. BATE AND SANDY R. BATE

Trustee: CURTIS (CURT) W. FENLEY, III

Recording Information: Document #2015 00334259 of the Official Records of Angelina County, Texas.

Property Description:

Lot Eight (8) of the H&S Bate Subdivision located in the City of Lufkin in Angelina County, Texas, as said Subdivision is depicted upon a plat thereof recorded in the Plat Records of Angelina County, Texas, to which plat and its recording reference is hereby made for all intents and purposes, together with all buildings, structures, improvements, fixtures, personal property, and property rights described in the Deed of Trust (all of the above described real and personal property and property rights being collectively referred to herein as the "Property").

Indebtedness Secured:

Name of Document: Promissory Note

Date: July 7, 2011

Face Amount: SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00)

Maker: BLAKE LAVOY BEAN

Payee: HERMAN E. BATE AND SANDY R. BATE

Current Owner and Holder of the Note: HERMAN E. BATE AND SANDY R. BATE

Postponement Rights

The Deed of Trust permits the Beneficiary to postpone, withdraw or reschedule the sale for another day. In that case, the Trustee, or, if appropriate, the 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 refiling may be after the date originally scheduled for this sale.

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 Promissory 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 his, her, its or their ability to pay cash on the day the Property is sold.

The sale will be made expressly subject to any liens, security interests, encumbrances and other title matters set forth in the Deed of Trust, so prospective bidders are reminded that by law the sale will necessarily be made subject to all liens, security interests, encumbrances and other prior matters of record affecting the Property, if any, to the extent that they remain in full force and effect and have not been subordinated to 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.

Condition of Property

The Property will be sold AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES RELATED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (ii) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES, OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (iii) ANY FEATURES OR CONDITIONS AT OR WHICH AFFECT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE, USE, DEVELOPMENT POTENTIAL, OR OTHERWISE; (iv) THE AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, OR AMOUNT OF THE PROPERTY; (v) ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; AND (vi) ANY ENVIRONMENTAL, GEOLOGICAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY PART OF THE PROPERTY, IF ANY, ARE ALL HEREBY EXPRESSLY REVOKED, NEGATED AND EXCLUDED.

Default in Indebtedness Secured

Default has occurred in the payment of the Indebtedness Secured by the Deed of Trust and in the performance of the covenants, agreements and conditions set forth in the Deed of Trust. The maturity of the Indebtedness Secured by the Deed of Trust has been accelerated and such Indebtedness Secured is now wholly due and payable.

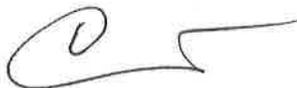
Request to Act and Conduct Sale

The owner and holder of the Indebtedness Secured has requested that I, as Trustee under the Deed of Trust, sell the Property, the proceeds of such sale to be applied in accordance with the provisions of the Deed of Trust.

Notice and Time of Sale

Therefore, at the date, time and place set forth above, the undersigned, as Trustee, will sell the Property to the highest bidder pursuant to the terms of the Deed of Trust.

IN WITNESS WHEREOF, this Notice of Trustee's Sale has been executed on this ___ day of November, 2015.

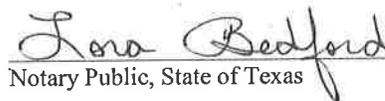


CURTIS (CURT) W. FENLEY, III, Trustee

THE STATE OF TEXAS

COUNTY OF ANGELINA

This instrument was acknowledged before me on this the 30th day of November, 2015, by CURTIS (CURT) W. FENLEY, III, Trustee, who acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.



Notary Public, State of Texas