

NOTICE OF FORECLOSURE SALE

FILED
AT 10:00 o'clock P.M.
NOV 13 2018
AMY FINCHER
County Clerk - County Court at Law
Angelina County, Texas
By: [Signature]

Notice is hereby given of a public nonjudicial foreclosure sale.

1. Deed of Trust. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the following described deed of trust:

Date: June 5, 1997
Grantor(s): Daniel Fenley and Pam Fenley, husband and wife
Beneficiary: Heritage Land Bank, FLCA
Substitute Trustee: Drew Gillen
Recording Information: Deed of Trust recorded in Volume 1106 Page 875-880, of the Official Public Records of Angelina County, Texas.

2. Property to be Sold. The property to be sold (the "Property") is described as follows:

All of that certain lot, tract or parcel of land located in Angelina County, Texas and being more particularly described in the above referenced 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: December 4, 2018
Time: The sale shall begin no earlier than 10:00 a .m. or no later than three (3) hours thereafter. The sale shall be completed by no later than 1:00 p.m.
Place: Angelina County Courthouse in Lufkin, Texas, at the following location:
In the area of such Courthouse designated by the Angelina County Commissioners' Court as the area where foreclosure sales shall take place at the Angelina County Courthouse Annex.

The deed of trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, 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. Such reporting 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 beneficiary thereunder to have the bid credited to the 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 their ability to pay cash on the date the property is sold.

The sale will be made expressly subject to unpaid ad valorem taxes and 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 other 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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

A purchaser at the sale of the Property “acquires the Property “AS IS” without any expressed or implied warranties” (except as to the warranties of title from the grantor identified in the deed of trust described below). Any purchaser acquires the Property “at the purchaser’s own risk.” Texas Property Code §51.009. Nothing set forth in this Notice is an express or implied representation or warranty regarding the Property, all of which are specifically disclaimed by the undersigned and by the beneficiary of the herein described deed of trust.


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 executed by Daniel Fenley and Pam Fenley, husband and wife. The deed of trust is dated June 5, 1997, and is recorded in the office of the County Clerk of Angelina County, Texas, in Volume 1106 Page 875-880, of the Official Public Records of Angelina County, Texas.

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, (1) the June 5, 1997 promissory note in the original principal amount of \$348,900.00, executed by Daniel Fenley and Pam Fenley, husband and wife, and payable to the order of Heritage Land Bank, FLCA; (2) all renewals and extensions of the note; (3) all interest, late charges, fees and other expenses payable under said note on the herein described deed of trust; and (4) all other debts and obligations described in the deed of trust (including all debts secured by any cross-collateralization clause in the deed of trust). Heritage Land Bank, FLCA is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned 903-581-8600.

7. Default and Request to Act. Default has occurred under the deed of trust, and the beneficiary has asked 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: November 8, 2018.


Drew Gillen, Substitute Trustee
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