

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public non-judicial foreclosure sale.

1. **Property to be Sold.** The property to be sold is described as follows:

The NE/4 of Section 45, Block 23, H&GN Ry. Co. Survey, Wheeler County, Texas, more particularly described by metes and bounds as follows:

12 miles West and 16 miles South of Wheeler, the County site of Wheeler County, Texas, to a concrete monument, being the S.E. corner of Section 60, S.W. corner of Section 59, N.W. corner of Section 46, and the N.E. corner of Section 45, Block 23, for the point of beginning;

THENCE West along the North line of Section 45, a distance of 950 varas to a 1/2" I.P.;

THENCE South 90° a distance of 950 varas to a 1/2" I.P.;

THENCE East 90° a distance of 950 varas to a 1/2" I.P. in the East line of Section 45;

THENCE North 90° along the east line of Section 45, a distance of 950 varas to the beginning point and containing by the above description, 159.865 acres; and

together with all buildings, fixtures, and improvements now or later located upon the above-described real property (the "Real Property") and all appurtenances, privileges, prescriptions, and advantages thereunto, including, without limitation, all right, title, and interest of Grantor in and to (i) all streets, roads, alleys, easements, right-of-way, licenses, right of ingress and egress, vehicle parking rights and public spaces, existing and proposed, abutting, adjacent, used in connection with or pertaining to the Real Property improvements; (ii) any stripes or gores between the Real Property and abutting or adjacent property; and (iii) all water and water rights and mineral interests pertaining to the Real Property; and

all of Grantor's right, title, and interest in and to all fixtures, equipment, systems, and appliances, now owned by Grantor, that are now attached to or situated in, on, or about the Real Property or the improvements, and all renewals and replacements of, substitutions for, and additions to the foregoing and all other collateral property described in the Deed of Trust.

2. **Deed of Trust.** The document entitled Deed of Trust, Security Agreement and Financing Statement ("Deed of Trust") pursuant to which this sale will be conducted is described as follows:

Dated: October 11, 2018
Grantor: Julie Cherry Edwards and Jana Cherry Huseman
Beneficiary: The State National Bank of Groom
Recorded: October 17, 2018, under Volume 741, Page 620 of the Official Public Records of Wheeler County, Texas

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

Date: Tuesday, April 2, 2024

Time: The sale shall begin no earlier than 1:00 o'clock, P.M. or no later than three (3) hours thereafter. The sale shall be completed by no later than 4:00 P.M.

Place: Wheeler County Courthouse; at the area designated by the Wheeler County Commissioners' Court pursuant to §51.002 of the Texas Property Code.

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 reposting or refiled 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 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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

5. **Type of Sale.** The sale is a non-judicial 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 (1) a Promissory Note executed by Joseph D. Edwards and wife, Julie Cherry Edwards and payable to the order of The State National Bank of Groom (the "Note"); (2) all renewals and extensions of the Note; and (3) any and all present and future indebtedness of Joseph D. Edwards and wife, Julie Cherry Edwards to The State National Bank of Groom. The State National Bank of Groom 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 or to the Beneficiary, The State National Bank of Groom, at 99 Broadway Avenue, Groom, Texas 79039.

7. **Default and Request to Act.** Default has occurred under the Deed of Trust, and the Beneficiary has requested Weston W. Wright and/or Mindi L. McLain, as Substitute Trustee, to conduct this sale, each being authorized and appointed to act independently and severally of the other, under and by virtue of the Deed of Trust. Notice is given that before the sale the Beneficiary may appoint another person or persons as Substitute Trustee to conduct the sale.

8. **Statutory Notice of Servicemember Rights.** 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.

DATED this the 8th day of March, 2024.

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By: Mindi L. McLain
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CLERK OF DISTRICT COURT
COUNTY OF TARRANT
AMARILLO, TEXAS