

Notice of Foreclosure Sale

FILED FOR RECORD

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

All that certain lot, tract or parcel of land situated in the Mound Cross Survey, Abstract No. 297, Van, Van Zandt County, Texas, being a part of that certain called 1.465 acre tract conveyed by David Gaskin, et ux to Bruce Rehberg, et ux in Deed dated April 15, 1994, recorded in Volume 1310, Page 343, of the Deed Records of Van Zandt County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" iron rod found for the Northwest corner of said called 1.465 acre tract, at the intersection of the South right-of-way of Iowa Place with the East right-of-way of Station Lane;

THENCE South 89 deg. 26 min. 05 sec. East with said Iowa Place South right-of-way; a distance of 197.55 feet to a 1/2" iron rod set for corner in the North line of said called 1.465 acre tract;

THENCE South 4 deg. 54 min. 14 sec. West, a distance of 159.87 feet to a 1/2" iron rod set for corner in the South line of said called 1.465 acre tract;

THENCE North 88 deg. 09 min. 09 sec. West with said South line, a distance of 190.57 feet to a 2" iron pipe found for the Southwest Corner of said called 1.465 acre tract in said State Lane East right-of-way;

THENCE North 2 deg. 26 min. 09 sec. East with said East right-of-way, a distance of 155.23 feet to the PLACE OF BEGINNING and containing 0.701 acre of land.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the deed of trust recorded under Volume 2205 Page 337 of the Official Public Records of Van Zandt County, Texas.

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

Date: October 6, 2020

Time: The sale will occur between the hours of 10:00 A.M. and 4:00 P.M. The sale will begin no earlier than 10:00 A.M. or no later than three hours thereafter.

Place: The steps of the North Entrance of the Van Zandt County Courthouse or as designated by the County Commissioner's office, or as designated by the Commissioner's Court.

The deed of trust permits the beneficiary to abandon the sale. Notice of the date of any rescheduled foreclosure sale will be reposted and refilled in accordance with the posting and filing requirements of the Texas Property Code. The reposting 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 their bid immediately in cash if their bid is accepted.

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. The sale shall not cover any part of the property that has been released of public record from the lien of 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.

Pursuant to the deed of trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (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 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

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 David L. Beall and Christy G. Beall.

The real property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of 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 (a) the promissory note dated January 16, 2007, in the original principal amount of \$52,800.00, executed by David L. Beall and Christy G. Beall payable to the order of Wood County National Bank; and (b) all renewals and extensions of the note. Wood County National Bank is the current owner and holder of the Obligations and are the beneficiaries under the deed of trust.

Questions concerning the sale may be directed to the undersigned.

7. *Default and Request to Act.* Default has occurred under the deed of trust, and the beneficiary has requested 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.

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.

Date: September 15, 2020.



Corey R. Kellam, Substitute Trustee
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