

Filed May 15, 17

at 2:30 o'clock P.M.

Haydee Torres

Haydee Torres, County Clerk, Kimble County Texas

By Kathy Whitlock Deputy

KATHY WHITLOCK

**NOTICE OF FORECLOSURE 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.**

State of Texas           §  
                                  §  
County of Kimble       §

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

Being a 121.16 acres of S. A. & M. G. RR CO SURVEY NO. 616, Certificate No. 20/361, Abstract No. 510, patented to same by Patent No. 124, Volume 7, dated July 17, 1867, being the S. W. portion of that certain Tract I of 305.22 acres described in a partition deed from the Heirs of George Parker to Hazel Parker Gillette dated April 20, 1956, as recorded in Volume 67 at Page 553, of the Deed Records of Kimble County, Texas, said 121.16 acres being a portion of a 165.47 acres of land situated in the S. E. Kimble County, Texas and being more particularly described by metes and bounds found in Schedule "C" of Partition Deed as recorded in Volume 100 at Page 963, Instrument No. 15144, Deed Records of Kimble County, Texas.

SAVE & EXCEPT: 9.99 acres, 28.77 acres, 17.00 acres, 1.15 acres

A 1.15 acre tract of land of the S. A. & M. G. RR Co, Survey No. 616, Cert No. 20/361, Abstract No. 510, sold out by John L. Jones, IV, Annabelle Jones as Individual & Guardian, a/k/a Janet Annabelle Jones, Estate of Anjanette Jones minor, etal to Carlos B. Parker and wife Hallis Parker, conveyed by Quitclaim as recorded in Volume 100, Page 973, Instrument No. 15145, Deed Records of Kimble County, Texas.

Surface Estate only - A 17.00 acre tract of land of the S. A. & M. G. RR Co, Survey No. 616, Cert No. 20/361, Abstract No. 510, sold out by John L. Jones, IV, and Janet Annabelle Jones, to Gary Tubbs and Jill Tubbs, conveyed by Warranty Deed as recorded in Volume 110, Page 291, Instrument No. 19775, Deed Records of Kimble County, Texas.

A 9.99 acre tract of land of the S. A. & M. G. RR Co, Survey No. 616, Cert No. 20/361, Abstract No. 510, said 9.99 acres being a portion of a 18.55 acre tract, sold out by Janet Annabelle Jones, John L. Jones, IV as Trustee, of the Anjanette Lara Jones Trust and Anjanette Lara Jones an Individual, to Norman R. Roach and Kathryn Roach and conveyed by Warranty Deed With Vendor's Lien as recorded in Volume 116, Page 585, Instrument No. 22655, Deed Records of Kimble County, Texas.

A 28.77 acre tract of land of the S. A. & M. G. RR Co, Survey No. 616, Cert No. 20/361, Abstract No. 510, said 9.99 acres being a portion of a 64.18 acre tract, sold out by Janet Annabelle Jones and John L. Jones, IV as Trustee, of the Anjanette Lara Jones Trust to Roy H. Cooper and Patricia D. Cooper and conveyed by General Warranty Deed With Vendor's Lien as recorded in Volume 124, Page 127, Instrument No. 25612, Deed Records of Kimble County, Texas.

Also described as:

A0510 S.A. & M.G.R.R. Co. SVY #616, Tract C, Acres 65.4 Kimble County, Texas.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is that certain Deed of Trust dated September 27, 2011 as follows:

Grantor: John L. Jones

Recorded in: Deed of Trust recorded in the official real property records of Kimble County, Texas under Instrument No. 47162

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

Date: June 6, 2017

Time: The sale will begin on or around 10:00 a.m. or time assigned.

Place: At the area of the Kimble County Courthouse designated by the Commissioner's Court for holding such sales in Kimble County, Texas, or if no area is so designated, at the Courthouse door at which this notice is posted.

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. The 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. 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 and security interest foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust and security agreement executed by William Nutt and Michelle Nutt.

6. *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of \$734,600.00, executed by Lovelady-Jones Incorporated through its Limited Partner, Cathy A. Lovelady, and payable to the order of Wells Fargo Bank, N.A. and (b) all renewals and extensions of the note. Wells Fargo Bank, National Association is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

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.

Dated: May 15, 2017



Paul Fletcher or Steven R. Brooks or  
Linda J. Reppert or Howard Whitney or Kelly Goddard or  
David Garvin, Substitute Trustee  
745 E. Mulberry, Ste. 700, San Antonio, Texas 78212  
(210) 736-6600; (210) 735-6889 (FAX)