

Notice of Foreclosure Sale

January 11, 2024

THIS SALE IS CONDUCTED PURSUANT TO A FINAL JUDGMENT ENTERED IN ON JANUARY 11, 2024 IN NO. CV01323, INTERBANK VS. CHARLES S. ALLISON & THE UNKNOWN HEIRS OF ALBERT E. ALLISON, DECEASED, IN THE 220TH DISTRICT COURT OF COMANCHE COUNTY TEXAS.

Property:

Being all that certain lot, tract or parcel of land lying and being in the City of DeLeon, County of Comanche, and being described as follows:

Being Lots No. 4 and 5, in Block 8, of the Heath Addition to the City of DeLeon, Texas, as shown by a map and plat of said addition recorded in Volume 90, Page 126, Deed Records of Comanche County, Texas, to which reference is here made for a more particular description of the same; and being further described as being the same land described in a deed from Frank M. Lancaster dated September 10, 1999, and recorded in Volume 783, Page 33, Deed Records of Comanche County, Texas, to all of which reference is here made for a more particular description of same.

Liens and Security Instruments:

Vendor's Lien contained in General Warranty Deed with Vendor's Lien ("Vendor's Lien"):

Dated: July 5, 2014

Grantor: Kimber Joy Kaiser and Rebel Paul Ellerbe, Personal Representatives of the Estate of John Wayne Ellerbe

Grantee: Albert E. Allison, Jr.

Lender: InterBank

Recorded in: Inst. 1688, Vol. 982, Page 151, *et seq.* of the Official Public Records of Comanche County, Texas

Secures: Note dated July 25, 2014, in the original principal amount of \$29,250.00 made by Albert E. Allison, Jr., as Borrower, payable to InterBank, as Lender.

FILED
AT 10:00 O'CLOCK A M

JAN 11 2024

Deed of Trust (“Deed of Trust”):

Dated: July 25, 2014

Grantor: Albert E. Allison, Jr.

Trustee: Mark Martin

Lender: InterBank

Recorded in: Inst. 1689, Vol. 392, Page 35, *et seq.* of the Official Public Records of Comanche County, Texas

Secures: Note dated July 25, 2014, in the original principal amount of \$29,250.00 made by Albert E. Allison, Jr., as Borrower, payable to InterBank, as Lender.

Statutory Probate Lien reserved in TEX. EST. CODE §101.001 & §101.051.

Substitute Trustee: Matthew D. Anderson,
D. Todd Davenport,
Peyton Cannedy and/or
Anthony W. Bates
3711 Maplewood, Suite 200
Wichita Falls, Texas 76308
Wichita County

and/or

Chad Gilley
150 N. Harbin Drive
Stephenville, Texas 76401
Erath County

Foreclosure Sale:

Date: February 6, 2024

Time: The sale of the Property will be held between the hours of 10:00 a.m. and 4:00 p.m. local time; **the earliest time at which the Foreclosure Sale will begin is 1:00 p.m. and not later than three hours thereafter**

Place: North Door of the Comanche County Courthouse or as designated by the Commissioners' Court of Comanche County

Terms of Sale:

The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note, payment of the funds advanced for purchase of the Property, in the performance of the obligations of the Deed of Trust, and in the performance of the obligations of Vendor's Lien.

Because of that default, Lender, the owner and holder of the Note and has requested Substitute Trustee to sell the Property.

The Deed of Trust, Vendor's Lien and Statutory Probate Lien (collectively, the "Liens") may encumber both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

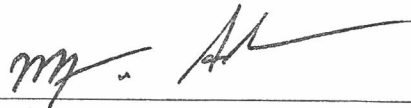
The Foreclosure Sale will be made expressly subject to any title matters set forth in the Liens, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Liens. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lender. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold **"AS IS," without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

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.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.



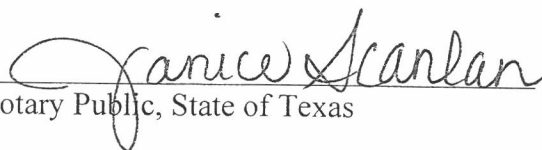
Matthew D. Anderson,
Attorney for Lender, InterBank

STATE OF TEXAS

COUNTY OF WICHITA

Before me, the undersigned notary public, on this day personally appeared Matthew D. Anderson known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 9th day of January, 2024



Notary Public, State of Texas