

NOTICE OF FORECLOSURE SALE

May 28, 2015

POSTED NOTICE

DATE 5/28/15 **TIME** 3:55 PM

JONES COUNTY CLERK, JONES CO., TX

BY: *Ditania McF...*

Contract for Deed ("Contract for Deed"):

Dated: May 2, 2001

Grantor: David G. Johnson and Twila Johnson

Trustee: Mark Hargrove (appointed by separate instrument)

Lender: Greg Bristow and Tiffany Bristow

Recorded in: Volume 153, Page 334 of the real property records of Jones County, Texas

Legal Description: Being 1.000 acre of land situated in the East central part of that certain 160 acre tract of land in Section 19, Block 17, T&P Ry. Co. Survey, Jones County, Texas, conveyed to L.O. Huddleston by deed dated June 28, 1943, and recorded in Volume 263 page 384, Deed Records, Jones County, Texas, being on the waters of the Clear Fork of the Brazos River in Jones County, Texas, about 8 miles South 4 degrees West from Anson, the County Seat.

BEGINNING at an iron pipe at the NE Corner of this tract, said NE Corner being 755.61 feet South 13 degrees East and 40.0 feet South 77 degrees West from NE corner of that certain 160 acre tract of land conveyed to L.O. Huddleston by Deed dated June 28, 1943, recorded in Volume 263, page 384 Deed Records in Jones County, Texas and being in the West Line of Farm Road No. 707 at a distance of 40 feet South 77 degrees West from its center line.

THENCE South 13 degrees East along the West Line of said Farm Road No. 707, a distance of 137 feet to the iron pipe at corner fence post for the SE Corner of this tract.

THENCE South 77 degrees West parallel with the North Line of this tract a distance of 317.96 feet to the iron pipe at the SW Corner of this tract;

THENCE North 13 degrees West parallel with the East Line hereof, a distance of 137 feet to the NW Corner of this tract;

THENCE North 77 degrees East parallel with the North Line of the aforementioned 160 acre tract a distance of 317.96 feet to the point of beginning.

Secures: Contract for deed obligation ("Note") in the original principal amount of \$43,000.00, executed by David G. Johnson and Twila Johnson ("Borrower") and payable to the order of Lender

Foreclosure Sale:

Date: Tuesday, July 7, 2015

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 10:00 a.m..

Place: The foyer inside the south door of the Jones County Courthouse, Anson, Jones County, Texas.

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 Greg Bristow and Tiffany Bristow's bid may be by credit against the indebtedness secured by the lien of the Contract for Deed.

Default has occurred in the payment of the Note and in the performance of the obligations of the Contract for Deed. Because of that default, Greg Bristow and Tiffany Bristow, the owner and holder of the Note, has requested Trustee to sell the Property.

The Contract for Deed may encumber both real and personal property. Formal notice is hereby given of Greg Bristow and Tiffany Bristow's election to proceed against and sell both the real property and any personal property described in the Contract for Deed in accordance with Greg Bristow's and Tiffany Bristow's rights and remedies under the Contract for Deed and section 5.064 of the Texas Property Code.

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

If Greg Bristow and Tiffany Bristow 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 Contract for Deed and the Texas Property Code.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Contract for Deed, 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 Contract for Deed. 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 Contract for Deed by Greg Bristow and Tiffany Bristow. 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 Contract for Deed. 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, 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 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.



Mark Hargrove
1312 Commercial Avenue, P.O. Box 149
Anson, Texas 79501
Telephone (325) 823-3236
Telecopier (325) 823-3224