

Notice of Foreclosure Sale

December 6, 2016

POSTED NOTICE

DATE 12/6/16 TIME 2:00 PM

Heather Derringer
JONES COUNTY CLERK, JONES CO., TX

BY: Heather Derringer

Deed of Trust ("Deed of Trust"):

Dated: July 16, 2010

Grantor: LEE GONZALES and DANIELLE GONZALES, husband and wife

Trustee: Jim Astin

Lender: FIRST BANK TEXAS, SSB, f/k/a FIRST NATIONAL BANK - STAMFORD

Recorded in: Document Number 101907, Volume 320, Page 767 of the Official Public Records of Jones County, Texas

Legal Description: Tract One: All of Lots Eight (8) and Nine (9), Block Two (2), Hanna East Side Addition to the Town of Stamford, Jones County, Texas.

Tract Two: All of Lot Three (3), Block Ninety-two (92), Original Town of Anson, Jones County, Texas.

Secures: Promissory Note ("Note") in the original principal amount of \$38,000.00, executed by Lee Gonzales and Danielle Gonzales, husband and wife ("Borrower"), and payable to the order of Lender, and modified by that certain Loan Modification and Extension Agreement dated effective June 16, 2014, executed by Lender and Grantor (the "Modification Agreement").

Substitute Trustee: Benjamin E. Grant, or Grant R. Miller, or Lisa Chavez Owens, or Charles L. Black, or Jonathan S. Moore

Substitute Trustee's Address: 290 Cedar Street, Abilene, Texas 79601

Foreclosure Sale:

Date: Tuesday, December 6, 2016

Time: The sale of the Property will begin no earlier than 1:00 p.m. and no later than three (3) hours thereafter.

Place: The sale will be conducted at public venue in the area designated by the Jones County Commissioners Court pursuant to Section

51.002 of the Texas Property Code as the place where foreclosure sales are to take place, such place being the lobby area of the South Hall entrance on the First Floor of the Jones County Courthouse, 1100 12th Street, Anson, Texas, or as designated by the County Commissioners.

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 and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust 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 Deed of Trust, 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 Deed of Trust. 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.

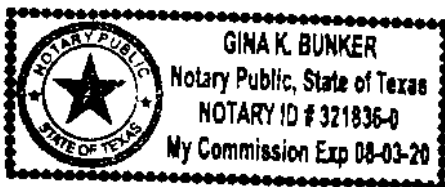
THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.



Benjamin E. Grant, Attorney for Lender
Substitute Trustee(s)
Benjamin E. Grant or Grant R. Miller or
Lisa Chavez Owens or Charles L. Black
or Jonathan S. Moore

STATE OF TEXAS
COUNTY OF TAYLOR

Before me, a notary public, on this day personally appeared Benjamin E. Grant, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.



Notary Public's Signature