

T.S. #: 2023-05341-TX

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 mortgagee 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. 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 mortgagee 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.

Obligations Secured - The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including by not limited to (1) the promissory note in the original principal amount of \$140,409.00, executed by Taylor L. Chewning and wife, Lamanda Chewning, signed proforma to perfect lien only, and payable to the order of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for Primelending, a Plainscapital Company, its successors and assigns; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of Trustor(s) to the current holder of the Obligations to the mortgagee under the deed of trust.

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Questions concerning the sale may be directed to the undersigned or to the Mortgagee:

Freedom Mortgage Corporation
10500 Kincaid Drive
Fishers, IN 46037
Phone: 855-690-5900

Default and Request to Act - Default has occurred under the deed of trust, and the mortgagee has requested me, as Trustee, to conduct this sale. Notice is given that before the sale the mortgagee may appoint another person substitute trustee to conduct the sale.

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Dated: 4-28-23

Auction.com, Shelley Nail, Zane Nail, Zia Nail, Zoey Fernandez, Donna Trout, Jim Mills, Susan Mills, Andrew Mills-Middlebrook, George Hawthorne, Johnie Eads, Angie Worley, Ed Henderson, Nestor Trustee Services, LLC

c/o Nestor Trustee Services, LLC
2850 Redhill Blvd., Suite 240
Santa Ana, CA 92705
Phone: (888) 403-4115
Fax: (888) 345-5501

For sale information visit: <https://www.xome.com> or Contact (800) 758-8052.

**SENDER OF THIS NOTICE:
AFTER FILING, PLEASE RETURN TO:**

Nestor Trustee Services, LLC
2850 Redhill Avenue, Suite 240
Santa Ana, California 92705

EXHIBIT 'A'

BEING a 5.323 acre tract, more or less, out of the W/2 of Section 32, Block 33, T-1-N, T. & P. RR. Co. Survey, Howard County, Texas, described by metes and bounds as follows:

BEGINNING at a 1" I.P. found in the West line of said Section 32, Block 33, T-1-N, T. & P. RR. Co. Survey, Howard County, Texas, the NW corner of a 3.28 acre tract and the SW corner of this tract; from whence the SW corner of said Section 32 bears S. 15° 07' 09" E. 2644.2'

THENCE N. 15° 07' 09" W. along the West line of said Section 32, 244.44' to a 1/2" I.R. with cap set for the SW corner of a 4.0 acre tract and the NW corner of this tract

THENCE N. 83° 18' E. along the South line of said 4.0 acre tract, at 601.0' pass the SE corner of said 4.0 acre tract, and the SW corner of Lakeview Addition, to the City of Big Spring and continuing along the South right-of-way line of West 3rd Street (60' right-of-way) 947.74' in all to a 1/2" I.R. with cap set in the West right-of-way line of the old Bankhead Highway for the NE corner of this tract

THENCE S. 20° 58' W. along the West right-of-way line of said Old Bankhead Highway, 288.04' to a 3/4" I.P. found in the West right-of-way of U.S. Highway No. 80 (100' right-of-way) for a corner of this tract

THENCE Southwesterly along the West right-of-way line of U.S. Highway 80 Business West and with the arc of a curve having a radius of 1323.57', (Chord bearing S. 35° 32' 17" W. 58.6') 58.6' to a 1/2" I.R. found, the NE corner of a 0.750 acre tract and the SE corner of this tract

THENCE S. 87° 41' 19" W. 741.0' to the PLACE OF BEGINNING

Containing 5.323 Acres of Land, more or less.