

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

SUBSTITUTE TRUSTEE: WHEREAS, the Beneficiary, Holder, or Lender under Deed of Trust (hereinafter "Deed of Trust") dated August 1, 2021 has appointed Chuck Rosenbaum, as Substitute Trustee, to act under and by virtue of said Deed of Trust.

SUBSTITUTE TRUSTEES' ADDRESS: P.O. Box 111
Big Spring, Texas 79721

NOTICE OF SUBSTITUTE TRUSTEE SALE: WHEREAS, default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Beneficiary or Lender has requested the Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on September 5, 2023, between the hours of 10 am – 4 pm, the Substitute Trustee will sell said real property, as described below, at the place hereinafter set out and pursuant to the terms herein described. The sale will begin at the earliest time stated above or within three (3) hours after that time.

PROPERTY TO BE SOLD: LT 11 BK 4 WASSON PLACE ADDITION, TO THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS, ACCORDING TO THE PROPER MAP OR PLAT THEREOF OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF HOWARD COUNTY, TEXAS.

LOCATION OF SALE: The place of the sale shall be in the entrance of the Howard County Courthouse or as designated by the Howard County Commissioners Court pursuant to §51.002 of the Texas Property Code as the place where foreclosure sales are to take place, or if no place is designated by the commissioner's court, the sale will be conducted at the place where the Notice of Trustee's Sale was posted.

INSTRUMENT TO BE FORECLOSED: The instrument to be foreclosed upon is the Deed of Trust dated August 1, 2021 recorded in Volume 2016, Page 813, of the Official Public Records of Howard County, Texas with Bryan Wayne Clay as Grantor and Byron Harris as Lender.

OBLIGATIONS SECURED: Deed of Trust executed by Bryan Wayne Clay securing the payment of the indebtedness in the original principal amount of \$109,000.00 and obligations therein described, including but not limited to the Real Estate Lien Note executed by Bryan Wayne Clay dated August 1, 2021 (the "Note"). Byron Harris is the current Lender of the Note and Deed of Trust.

TERMS OF SALE: The Substitute Trustee will sell the property by public auction at the place and date specified herein. Pursuant to §51.009 of the Texas Property Code, the property will be sold in its "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 §51.0075 of the Texas Property Code, the substitute 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 substitute trustee.

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 Holder or Lender of record 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 their bid immediately in cash if their bid is accepted.

In the event of a defect or if another problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person, including the purchaser, requiring or resulting in the invalidation of the sale and rescission of the Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Substitute Trustee, Lender, or its attorney(s).

The Deed of Trust permits the Substitute Trustee to postpone, withdraw, or reschedule the sale for another day. In that case, the Substitute Trustee need not appear at the date time and place of 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.

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.

Chuck Rosenbaum

SUBSCRIBED AND SWORN TO BEFORE ME by Chuck Rosenbaum, this the 15th day of August 2023.



Notary Public, State of TX
My commission expires:

Posted
FILED at 4:00 P. M O'clock 8-15-23
BRENT ZITTERKOPF, County Clerk, Howard County, Texas
By Nancy Potter Deputy