

Notice of Non-Judicial Foreclosure Sale

Residential Property	Zip Code: 76430
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1. *Property to Be Sold.* The property to be sold is described as follows:

Being Surface of Lot 1, Block 1, Pecan Grove Retreat, Shackelford County, Texas according to the map or plat thereof recorded in Cabinet 1, Slide 74, Plat Records of Shackelford County, Texas and being more specifically described in that certain deed of trust executed by James William Oxford dated April 9, 2013 and recorded as file No. 20130359 in the office of the county clerk of Shackelford County, Texas and in Volume 560, Page 494 of the Real Property Records of Shackelford County, Texas together with a Riverland Manufactured Home Label #TXS0605400 and TXS0605401 attached thereto.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the deed of trust dated April 9, 2013 recorded as file No. 20130359 in the office of the Shackelford County Clerk.

3. *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Date: April 2, 2024

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: The sale will be conducted in Shackelford County, Texas in the area designated at the Shackelford County Courthouse by the Commissioner Court, pursuant to Section 51.002, of the Texas Property Code as the place where the foreclosure sales are to take place. If no place is designated by the Commissioners Court, the sale will be conducted at the place where the Notice of Substitute Trustee's Sale will be conducted no earlier than 10:00 o'clock A.M. or not later than three (3) hours after that time, by the Substitute Trustee who will sell, to the highest bidder for cash, subject to the unpaid balance due and owing on any lien indebtedness superior to the Deed of Trust.

The deed of trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a 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.

FILED
3/16/24 4:09 pm
CLERK & DISTRICT CLERK
SHACKELFORD COUNTY, TX
Jenna Stebbins Deputy

4. *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 beneficiary 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.

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. The sale shall not cover any part of the property that has been released of public record from the lien of 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 beneficiary has the right to direct the Trustee or substitute 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.

5. *Type of Sale.* The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by original borrower.

The real property and personal property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

6. *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively, the "Obligations") including but not limited to the promissory note #20089064 in the original principal amount of \$46,800.00 executed by James William Oxford, and payable to the order of First National Bank Albany/ Breckenridge and now held by Clear Fork Bank as March the current owner and holder of the Obligation and is the beneficiary under the deed of trust.

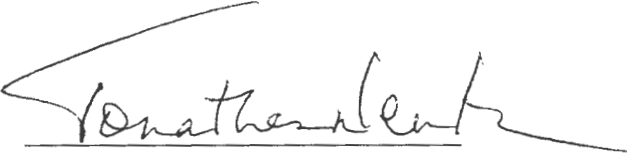
As of March 6, 2024 the sum of \$22,008.83 was due on said note plus interest accruing at the rate of \$3.71 per day each day thereafter together with the Trustee's expenses and attorney's fees.

Questions concerning the sale may be directed to the undersigned at Jonathan Newton, 101 East. Walker St., Breckenridge, Texas 76424. Telephone 254-559-2222

7. *Default and Request to Act.* Default has occurred under the deed of trust, and the beneficiary appointed Jonathan Newton as Substitute Trustee and has requested me as substitute trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

8. **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.**

Dated: March 6, 2024


Jonathan Newton, Substitute Trustee