

**NOTICE OF FORECLOSURE SALE**

Notice is hereby given of a public nonjudicial foreclosure sale.

1. **Property to Be Sold.**

AN 11.67 ACRE TRACT OF LAND OUT OF THE S.P.R.R. CO. SURVEY NO. 1, ABSTRACT 406, AND M. ROBINSON SURVEY, ABSTRACT NO. 1166 AND B.B.B. & C.R.R. CO. SURVEY NO. 1, ABSTRACT NO. 37, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON STAKE SET AT THE NORTHEAST CORNER OF THIS TRACT IN THE WEST RIGHT OF WAY LINE OF A 60 FEET COUNTY ROAD. THE SOUTHEAST CORNER OF BLOCK 32, MARTINS ADDITION TO ARCHER CITY, TEXAS, ARCHER COUNTY. BEARS NORTH 557.0 FEET.

THENCE WITH THE WEST RIGHT OF WAY LINE OF SAID 60 FEET COUNTY ROAD AS FOLLOWS: SOUTH 358.5 FEET, IRON STAKE FOR CORNER AND SOUTH 35<sup>?</sup> 52' WEST 487.0 FEET, IRON STAKE FOR CORNER;

THENCE SOUTH 89<sup>?</sup> 06' WEST, WITH THE NORTH RIGHT OF WAY LINE OF SOUTH STREET, 462.3 FEET, IRON STAKE FOR SOUTHWEST CORNER OF THIS TRACT,

THENCE NORTH 760.5 FEET, FENCE POST FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE EAST 747.5 FEET TO THE PLACE OF BEGINNING AND CONTAINING 11.67 ACRES OF LAND, MORE OR LESS.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATE IN THE ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMATIONAL PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF.

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

time, and place:

**Date:** JANUARY 7 2020

**Time:** The sale shall begin no earlier than 1:00 p.m. or no later than three hours thereafter. The sale shall be completed by no later than 4:00 p.m.

**Place:** Front steps of the Archer County Annex, 112 E. Walnut Street, Archer City, Texas.

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. Such reposting or refiling may be after the date originally scheduled for this sale.

3. 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 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.

4. 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 QUALITY EXTRUSIONS, LLC. The Deed of Trust, Mortgage, Assignment of Production, Security Agreement and Financing Statement, dated December 9, 2015, and is recorded in the office of the County Clerk




of Archer County, Texas, in Volume 0799, Page 0182, of the Official Public Records of Archer County, Texas.

5. Obligations Secured. The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively the "Obligations") including but not limited to (1) the Real Estate Lien Note dated December 9, 2015, in the original principal amount of \$273,000.00, executed by QUALITY EXTRUSIONS, LLC. payable to the order of FIRST NATIONAL BANK OF WICHITA FALLS; (2) all renewals and extensions of the note; and (3) any and all present and future indebtednesses of QUALITY EXTRUSIONS, LLC. to FIRST NATIONAL BANK OF WICHITA FALLS. FIRST NATIONAL BANK OF WICHITA FALLS is the current owner and holders of the Obligations and is the beneficiaries under the deed of trust.

6. Default and Request To Act. Default has occurred under the deed of trust, and the beneficiary 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.

**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.**

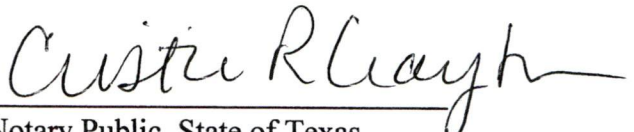
DATED: December 2, 2019.

  
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Gregory A. Ross

LAW OFFICE OF GREGORY A. ROSS, P.C.  
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Wichita Falls, Texas 76308  
Telephone: 940-692-7800  
Facsimile: 940-692-7813

THE STATE OF TEXAS    )  
  )  
COUNTY OF WICHITA    )

This instrument was acknowledged before me on December 2, 2019, by the said Gregory A. Ross.

  
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Notary Public, State of Texas

