

COPY

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AT 2:34 O'CLOCK	
FEB 26 2021	
KARREN WINTER, COUNTY CLERK	
ARCHER COUNTY, TEXAS	

NOTICE OF FORECLOSURE 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.

Notice is hereby given of a public nonjudicial foreclosure sale.

1. Property to Be Sold. The property to be sold is described as follows:

0.685 Acres out of Block 47, American Tribute New Colony Company Subdivision, Archer County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made apart hereof for all purposes.

2. Instrument to be Foreclosed. The instrument to be foreclosed is the Deed Of Trust ("Deed Of Trust") recorded as Instrument Number 143995 Official Public Records, Archer County, Texas; and any and all other instruments filed of record with respect to said Deed Of Trust (which is hereinafter referred to as the "Security Instrument").

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

Date: April 6, 2021

Time: The sale shall begin no earlier than 11:00 A.M. or no later than three hours thereafter. The sale shall be completed by no later than 4:00 P.M.

Place: Archer County Courthouse, 112 E. Walnut, Archer City, Archer County, Texas, at the following location: North entrance of the Courthouse Annex, or as designated by the County Commissioners.

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 Security Instrument, permitting the Beneficiary thereunder to have the bid credited to the Note up to the amount of the unpaid debt secured by the Security Instrument 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 Security Instrument, 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 Security Instrument. The sale shall not cover any part of the property that has been released of public record from the liens of the Security Instrument. 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 Security Instrument, the Beneficiary has the right to direct the Trustee and/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 Security Instrument. 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 and/or 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 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 Security Instrument executed by ANTHONY HAMILTON.

6. Obligations Secured. The Security Instrument provides that it secures the payment of the indebtedness and obligations therein described (collectively, the "Obligations") including but not limited to the Promissory Note ("Note") dated August 21, 2017, in the principal amount of \$98,000.00, executed by ANTHONY HAMILTON, and payable to the order of UNION SQUARE CREDIT UNION. UNION SQUARE CREDIT UNION is the current owner and holder of the Obligations and is the Beneficiary under the Security Instrument.

As of February 15, 2021, there was owed \$96,710.57 on the Note, being principal, interest, returned check fees, late fees, and attorney's fees in the following amounts: \$92,994.22 in principal; \$1,930.84 in interest; \$607.84 in returned check fees; \$377.67 in late fees; and at least \$800.00 in attorney's fees, with additional interest accruing at the rate of \$11.62 per day thereafter. Applicable Trustee's fees, additional interest, late fees, insurance and ad valorem taxes on the subject property, if any, and/or reimbursement to the Noteholder for any delinquent ad valorem taxes and property insurance on the subject property paid by the Noteholder, if any, plus any additional attorney's fees and other expenses, may be added to the amount owed.

Questions concerning the sale may be directed to the undersigned at (940) 569-2201.

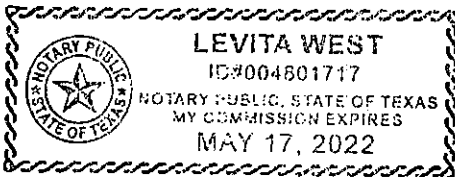
7. Default and Request to Act. Default has occurred under the Security Instrument, and the Beneficiary has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale the Beneficiary may appoint another person substitute trustee to conduct the sale.

DATED February 18, 2021.

Jonathan R. Ellzey
JONATHAN R. ELLZEY, Substitute Trustee
320 E. Third Street
Burkburnett, Texas 76354
(940) 569-2201
(940) 569-5032 (Fax)

THE STATE OF TEXAS :
:
COUNTY OF WICHITA :

This instrument was acknowledged before me on the 18th day of February, 2021, by JONATHAN R. ELLZEY, Substitute Trustee.



Levita West
Notary Public, State of Texas

EXHIBIT "A"

0.685 ACRE OUT OF BLOCK 47, AMERICAN TRIBUNE NEW COLONY COMPANY SUBDIVISION, ARCHER COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT SPIKE NAIL FOUND IN SOUTH LINE OF SAID BLOCK 47 AND THE CENTER OF HUFF ROAD, SAID NAIL BEARS S 89° 19' 00" E 541.63 FEET FROM THE SOUTHWEST CORNER OF SAID BLOCK 47 AND BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO DELBERT HUFFMAN BY DEED RECORDED IN VOLUME 435, PAGE 795, ARCHER COUNTY DEED RECORDS, SAID NAIL ALSO BEING THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N 01° 12' 54" W ALONG THE EAST LINE OF SAID HUFFMAN TRACT, AT 27.9 FEET PASS AN IRON ROD, CONTINUING ON THE SAME BEARING FOR A TOTAL DISTANCE OF 264.51 FEET TO AN IRON ROD FOUND IN THE SOUTH LINE OF A TRACT OF LAND CONVEYED TO CHRISTIAN BOTELLO BY DEED RECORDED IN FILE NUMBER 142497, OFFICIAL PUBLIC RECORDS OF ARCHER COUNTY, FOR THE NORTHEAST CORNER OF SAID HUFFMAN TRACT AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE S 89° 20' 09" E ALONG THE SOUTH LINE OF SAID BOTELLO TRACT, A DISTANCE OF 113.98 FEET TO AN IRON ROD FOUND FOR THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO ERIC AND SANDRA CROSS BY DEED RECORDED IN VOLUME 719, PAGE 889, OFFICIAL PUBLIC RECORDS OF ARCHER COUNTY, SAID IRON ROD ALSO BEING THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 00° 43' 50" E ALONG THE WEST LINE OF SAID CROSS TRACT, AT 237.00 FEET PASS AN IRON ROD, FOR A TOTAL DISTANCE OF 264.50 FEET TO A SPIKE NAIL FOUND IN THE SOUTH LINE OF SAID BLOCK 47 AND THE CENTERLINE OF HUFF ROAD FOR THE SOUTHWEST CORNER OF SAID CROSS TRACT AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N 89° 18' 30" W ALONG THE SOUTH LINE OF SAID BLOCK 47 AND THE CENTERLINE OF HUFF ROAD, A DISTANCE OF 111.74 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.685 ACRE OF LAND.