

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, including any improvements is described as follows:

6.21 acre tract of land out of the Michael Fanning Survey, Abstract No. 128, being the West ½ of Tract No. 1 of a subdivision of Pechack 375.86 acres, Archer County, Texas, according to the Plat of record in Volume 4, Page 28, Archer County Plat Records.

2. Instruments to be Foreclosed. The instruments to be foreclosed are the Deed Of Trust duly recorded in Document Number Volume 612, Page 152, Official Public Records, Archer County, Texas; Modification and Extension Agreement duly recorded in Volume 631, Page 129, Official Public Records, Archer County, Texas; Modification and Extension Agreement duly recorded in Volume 658, Page 162, Official Public Records, Archer County, Texas; Modification and Extension Agreement duly recorded in Volume 696, Page 582; Renewal and Extension Agreement duly recorded at Volume 734, Page 810, Official Public records, Archer County, Texas; Renewal and Extension Agreement duly recorded at Volume 781, Page 642, Official Public Records, Archer County, Texas Modification and Extension Agreement duly recorded at Instrument No. 143729, Official Public Records, Archer County, Texas (all of which is referred to as Deed of Trust and 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: December 5, 2017

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 Annex, 112 E. Walnut, Archer City, Archer County, Texas, at the following location:
North entrance of the courthouse annex.

The Security Instrument permits the Beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the Security Instrument 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.

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 Renewal Note, as modified, respectively, up to the amount of the unpaid debts secured by the respective 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 Instruments. 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 properties in one or more parcels and/or to sell all or only part of the properties.

Pursuant to section 51.009 of the Texas Property Code, the properties 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 properties.

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 respective Security Instruments executed by TERRY O. DAVIS, and wife SHEILA M. DAVIS.

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 Deed of Trust dated December 28, 2001, executed by TERRY O. DAVIS, and wife, SHEILA M. DAVIS, and made payable to FIRST BANK in the principal amount

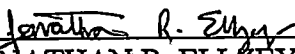
of \$445,000, as modified and extended by that certain Modification and Extension Agreement dated July 10, 2017, executed by TERRY O. DAVIS, and wife, SHEILA M. DAVIS, in the unpaid amount of \$238,658.45, and made payable to the order of FIRST BANK. FIRST BANK is the current owner and holder of the Obligations and is the Beneficiary under the Security Instruments.

As of October 19, 2017, there was owed the following with respect to the Deed of Trust, as modified, respectively: \$253,829.38 in principal; \$1,877.64 in interest, with additional interest accruing at the rate of \$52.1567 per day; late fees, insurance, and other charges in the amount of \$9,356.05; reimbursement for \$9,619.67 in delinquent ad valorem taxes for 2014 and 2016, \$2,698.23 interest on the taxes, \$2,271.47 in attorney's fees related to the delinquent property taxes, all of which was paid to the Archer County taxing authorities by the Noteholder; and at least \$800.00 in attorney's fees. Applicable Trustee's fees, additional interest, late fees, and other costs and expenses, if any, 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.

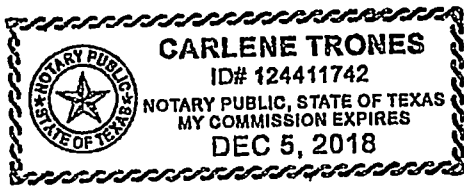
DATED October 24, 2017.

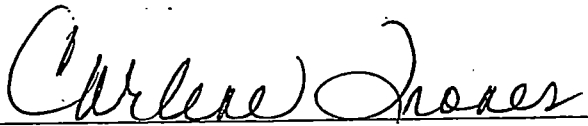


JONATHAN R. ELLZEY, Substitute Trustee
320 E. Third Street
Burkburnett, Texas 76354
(940) 569-2201
(940) 569-5032 (Fax)

THE STATE OF TEXAS :
:
COUNTY OF WICHITA :

This instrument was acknowledged before me on the 24 day of October, 2017, by JONATHAN R. ELLZEY, Substitute Trustee.





Notary Public, State of Texas