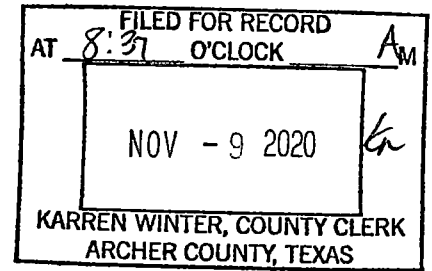


NOTICE OF FORECLOSURE SALE  
315 AND 328 MARINERS WAY  
LAKESIDE CITY, TEXAS



DATE OF SALE: DECEMBER 1, 2020

**Servicemembers Civil Relief Act.** 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.

1. *Property to Be Sold.* The property to be sold, according to the Deed of Trust, has the street addresses of 315 and 328 Mariners Way, Lakeside City, Texas, is defined in the Deed of Trust identified below, and is legally described as follows (hereinafter identified as the "Property"):

**Tract One (315 Mariners Way)**

Lot Number Seven "A" (7-A), Block Number Ten (10), Eagles Cove, an Addition to the City of Lakeside City, Archer County, Texas, according to the Plat recorded on Volume 1, Page 216, Archer County Plat Records.

**Tract Two (328 Mariners Way)**

Lot Number Twenty "B" (20-B), Block Number Seven (7), Eagles Cove, an Addition to the City of Lakeside City, Archer County, Texas, according to the Plat recorded in Volume 1, Page 216, Archer County Plat Records.

The street address is provided as a courtesy only for informational purposes. The description of the Property as set forth in the Deed of Trust and the legal description set forth above defines the Property.

2. *Instruments Authorizing Foreclosure.* The instrument authorizing the foreclosure sale is the Deed of Trust dated August 26, 2019 and recorded on September 3, 2019 as Doc. 148302, Official Public Records of Archer County, Texas (the "Deed of Trust"). The mortgagee is First Bank (the "Lender" herein). By Appointment of Substitute Trustee dated November 6, 2020, the undersigned was appointed as one of the Substitute Trustees.

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

Date: Tuesday, December 1, 2020

Time: The sale will begin no earlier than 11:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: North Door of Courthouse Annex Building, 112 E. Walnut, Archer City, Archer County, Texas.

The Deed of Trust permits the Lender or the Trustee to postpone, withdraw, or reschedule the sale for another day. In that case, the 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 refileing 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 right of Lender to have its bid credited against its loan 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 Trustee conducting the sale may recess the sale at his discretion to assure that the prospective purchaser has the funds to pay the purchase price bid. The Trustee shall have the right to reconvene the sale if the apparent high bidder does not have the funds to purchase the Property.

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 matters of record affecting the Property, if any, including any other deed of trust, security interest, lien, and encumbrance, including federal, state, municipal, and other governmental liens and property taxes for the current and past years, to the extent that said liens or encumbrances 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 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.

5. *Type of Sale.* The sale is a nonjudicial foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust and the Texas Property Code.

6. *Obligations Secured.* The Deed of Trust secures the payment of all amounts due and owing, including principal, interest, attorney's fees, and expenses of collection and foreclosure, under the Deed of Trust and the Real Estate Lien Note dated August 26, 2019 in the original principal amount of \$105,000.00 payable by One Eyed Moose Venture, LLC, a Texas limited liability company, and Monty Priddy, doing business as Priddy Homes to First Bank. The Deed of Trust also secures all other debt of One Eyed Moose Venture, LLC, a Texas limited liability company, and Monty Priddy, doing business as Priddy Homes, to Lender as set forth in General Provision 28 of the Deed of Trust to which reference is made.

7. *Default and Request to Act.* Default has occurred under the governing loan documents, and Lender has requested me, as Trustee, to conduct this sale. Notice is given that before the sale the Lender may appoint another person as Trustee to conduct the sale.

Questions concerning the sale may be directed to Jim Johnson or Brandon Anderson, First Bank, 4110 Kell Boulevard, Wichita Falls, Texas 76309, telephone number (940) 691-0000 or to Hank Rugeley, Davison Rugeley, L.L.P., 900 8<sup>th</sup> Street, Suite 1102, Wichita Falls, Texas 76301, (940) 766-1388.

In this Notice of Foreclosure Sale, Trustee includes any Substitute Trustee appointed by the Lender.

Date: November 6, 2020



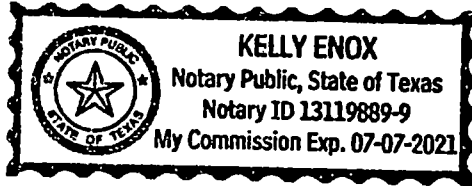
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Jim Johnson or Brandon Anderson,  
Substitute Trustee  
4110 Kell Boulevard  
Wichita Falls, Texas 76309

STATE OF TEXAS

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COUNTY OF WICHITA

This instrument was acknowledged before me on the 6<sup>th</sup> day of November 2020, by Jim Johnson, acting as Substitute Trustee.



Kelly Enox  
Notary Public, State of Texas

[https://dhr.law.sharepoint.com/sites/team.all/Shared Documents/First Bank/6012.030 One Eyed Moose V/Foreclosure/315 and 328 Mariners Way/notice of foreclosure sale for trustee.docx](https://dhr.law.sharepoint.com/sites/team.all/Shared%20Documents/First%20Bank/6012.030%20One%20Eyed%20Moose%20V/Foreclosure/315%20and%20328%20Mariners%20Way/notice%20of%20foreclosure%20sale%20for%20trustee.docx)