

Notice of Foreclosure Sale

ORIGINAL

David Scott Arnold

January 23, 2019

("Deed of Trust"):

Dated: October 19, 2017

Grantor: David Scott Arnold

Trustee: Gary D. Peak

Lender: Jamie Michelle Arnold

Recorded in: Vol _____, Page _____, the real property records of Eastland County, Texas.

Legal Description: BEING the South 37 feet of MANSKER ADDITION and the North 12 feet of Lots 9 and 10 C.U. Connellee Addition to the City of Eastland, Eastland County, Texas

Secures: Division of Assets and Debts in Final Decree of Divorce, in the original principal amount of \$10,000.00, executed by David Scott Arnold and payable to the order of Jamie Michelle Arnold.

Property: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, including the real property described in the attached Exhibit A, and all rights and appurtenances thereto

Foreclosure Sale:

Date: March 5, _____, 2019

Time: The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 10:00 and not later than three hours thereafter.

Place: Eastland County Courthouse
100 W. Main St.
Eastland, Texas 76448

RECEIVED 9:510 M.
CATHY JENTHO, COUNTY CLERK

FEB 06 2019

EASTLAND COUNTY, TEXAS
By DE Deputy

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Jamie Michelle Arnold's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust by failing to pay as agreed, failing to maintain insurance on the property as required, and failing to pay taxes on the property as required. Because of that default, Jamie Michelle Arnold, the owner and holder of the Note, has requested Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Jamie Michelle Arnold's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Jamie Michelle Arnold's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Jamie Michelle Arnold passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Jamie Michelle Arnold. 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 "AS IS," without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

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.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.



Gary D. Peak
P. O. Box 931, 101 W. Main St.
EASTLAND, TX 76448
Telephone (254) 629-1333
Telecopier (254) 631-0031
Attorney and Trustee

Deed of Trust

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Basic Information

Date: October 19, 2017

Grantor: David Scott Arnold
706 Jefferson Street, Cisco, Eastland County, Texas 76437

Trustee: GARY D. PEAK
101 West Main Street, Eastland, Eastland County, Texas 76448

Beneficiary: Jami Michelle Arnold
1204 West 9th Street, Cisco, Eastland County, Texas 76437

Note

Date: October 19, 2017

Original Principal Amount: \$10,000.00

Maker: David Scott Arnold

Payee: Jami Michelle Arnold

Terms of Payment: Payable in the amount of \$100.00 (ONE HUNDRED DOLLARS and NO/100) a month, beginning on November 19, 2017^{DX} and continuing thereafter until the entire principal amount has been paid in full.

Property (including any improvements):

BEING the South 37 feet of Lot 6 of MANSKER ADDITION and the North 12 feet of Lots 9 and 10.
C.U. Connellee Addition to the City of Eastland, Eastland County, Texas.

Prior Lien: None

Other Exceptions to Conveyance and Warranty: None

Deed of Trust

In Re: Cause No. CV1643999: Arnold and Arnold



Page 1 of 10

A. Granting Clause

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property, subject to the other exceptions to conveyance and warranty. On payment of the note and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Beneficiary will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the property, revenues generated by the property, and operations on the property that Beneficiary reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Beneficiary, and as to property loss, that are payable to Beneficiary under policies containing standard mortgagee clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Beneficiary before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2. Grantor agrees to –

- a. keep the property in good repair and condition;
- b. pay all taxes and assessments on the property before delinquency, not authorize a taxing entity to transfer its tax lien on the property to anyone other than Beneficiary, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the property subject to the other exceptions to conveyance and warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;

f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and

g. notify Beneficiary of any change of address.

C. Beneficiary's Rights

C.1. Beneficiary may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Beneficiary may apply any proceeds received under the property insurance policies covering the property either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy. If the property is Grantor's primary residence and Beneficiary reasonably determines that repairs to the improvements are economically feasible, Beneficiary will make the insurance proceeds available to Grantor for repairs.

C.4. Notwithstanding the terms of the note to the contrary, and unless applicable law prohibits, all payments received by Beneficiary from Grantor with respect to the note or this deed of trust may, at Beneficiary's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Beneficiary with respect to the note, to be applied to late charges, principal, or interest in the order Beneficiary in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. COLLATERAL PROTECTION INSURANCE NOTICE

In accordance with the provisions of section 307.052(a) of the Texas Finance Code.

Beneficiary hereby notifies Grantor as follows:

(A) Grantor is required to:

(i) keep the collateral insured against damage in the amount

Beneficiary specifies:

(ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and

(iii) name Beneficiary as the person to be paid under the policy in the event of a loss;

(B) Grantor must, if required by Beneficiary, deliver to Beneficiary a copy of the policy and proof of the payment of premiums; and

(C) if Grantor fails to meet any requirement listed in Paragraph (A) or (B), Beneficiary may obtain collateral protection insurance on behalf of Grantor at Grantor's expense.

C.7. If a default exists in payment of the note or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure,

Beneficiary may -

- X*
- a. declare the unpaid principal balance and earned interest on the note immediately due;
 - b. exercise Beneficiary's rights with respect to rent under the Texas Property Code as then in effect;

- c. direct Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

C.8. Beneficiary may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Beneficiary to foreclose this lien, Trustee will –

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty and without representation of warranty, express or implied by, Trustee:

D.3. from the proceeds of the sale, pay, in this order -

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Beneficiary against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's

fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.

E.5. If any portion of the note cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor assigns to Beneficiary all amounts payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees and court and other costs, Beneficiary will either release any remaining amounts to Grantor or apply such amounts to reduce the note. Beneficiary will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Beneficiary notice of any actual or threatened proceedings for condemnation of all or part of the property.

E.7. Grantor collaterally assigns to Beneficiary all present and future rent from the property and its proceeds. Grantor warrants the validity and enforceability of the assignment.

Grantor will apply all rent to payment of the note and performance of this deed of trust, but if the rent exceeds the amount due with respect to the note and deed of trust, Grantor may retain the excess. If a default exists in payment of the note or performance of this deed of trust Beneficiary may exercise Beneficiary's rights with respect to rent under the Texas Property Code as then in effect. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies.

E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.10. If Grantor transfers any part of the property without Beneficiary's prior written consent, Beneficiary may declare the note immediately payable and invoke any remedies provided in this deed of trust for default. If the property is residential real property containing

fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the property; (b) creation of a purchase-money security interest for household appliances; (c) grant of a leasehold interest of three years or less without an option to purchase; (d) transfer to a spouse or children of Grantor; (e) transfer to a relative of Grantor on Grantor's death; (f) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the property; or (g) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the property.

E.11. When the context requires, singular nouns and pronouns include the plural.

E.12. The term *note* includes extensions, modifications, and renewals of the note and all amounts secured by this deed of trust.

E.13. This deed of trust binds, benefits, and may be enforced by successors in interest of all parties.

E.14. If Grantor and Maker are not the same person, the term *Grantor* includes Maker.

E.15. Grantor and each surety, endorser, and guarantor of the note waive, to the extent permitted by law all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under sections 51.003 and 51.004 of the Texas Property Code.

E.16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Beneficiary's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

E.17. If any provision of this deed of trust is determined to be invalid or unenforceable the validity or enforceability of any other provision will not be affected.

E.18. Grantor hereby grants Beneficiary a right of first refusal with respect to Grantor's power to authorize any third party (other than Beneficiary pursuant to its right as set forth in this instrument) to pay ad valorem taxes on the property and authorize a taxing entity to transfer its tax lien on the property to that third party. Grantor's authorization to any third party (other than Beneficiary) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Beneficiary, within 30 days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Beneficiary's right as set forth in this instrument.

E.19. Grantor represents that this deed of trust and the note are given for the following purposes:

This deed of trust is given to comply with the Final Decree of Divorce and obligation imposed therein in Cause No. CV1643999, rendered by the 91st Judicial District Court of Eastland County, Texas, styled "*In the Matter of the Marriage of Jami Michelle Arnold and David Scott Arnold and In the Interest of K.P.A., L.S.A. and A.D.A., Children.*"

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.



David Scott Arnold

STATE OF TEXAS

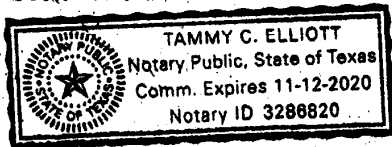
§

COUNTY OF EASTLAND

§

This instrument was acknowledged before me on 10/19, 2017 by David

Scott Arnold.



Tammy C. Elliott
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Brad Stephenson
Attorney at Law
116 North Seaman Street
P.O. Box 1036
Eastland, Texas 76448-1036

AFTER RECORDING RETURN TO:

Jami Michelle Arnold
1204 West 9th Street
Cisco, Texas 76437