

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:

Lot 7, Block 4, Webb Addition, Brownfield, TX Terry County, Texas

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

Date: May 3, 2016

Time: The sale shall begin no earlier than 10:00 A.M. or no later than three hours thereafter. The sale shall be completed by no later than 4:00 P.M.

Place: TERRY County Courthouse in BROWNFIELD, Texas, at the following location:
The North door of the Terry County Courthouse or such the place designated by the Terry County Commissioner's Court.

The deed of trust permits the beneficiaries 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 beneficiaries 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 and security interest foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by ASHLEY GARCIA. The deed of trust is dated July 23, 2013, and is recorded in the office of the County Clerk of County, Texas, in volume 855, page 684, of the OFFICIAL PUBLIC RECORDS of TERRY County, Texas.

5. Obligations Secured. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including but not limited to (1) the promissory note in the original principal amount of \$13,481.67, executed by ASHLEY GARCIA, and payable to the order of JULIO ACOSTA AND IRMA ACOSTA. JULIO ACOSTA and IRMA ACOSTA are the current owners and holders of the Obligations and are the beneficiaries under the deed of trust.

6. Default and Request To Act. Default has occurred under the deed of trust, and the beneficiaries have requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale the beneficiaries may appoint another person substitute trustee to conduct the sale.

DATED April 8, 2016

J. A. TREY DIDWAY, Substitute Trustee
305 A West Broadway
Brownfield, TX 79316
Telephone: (806) 637-7568
FAX: (806) 637-7560

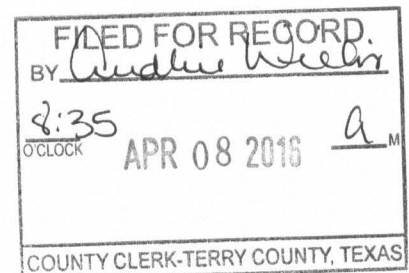
ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.



STATE OF TEXAS } OFFICIAL
COUNTY OF TERRY } PUBLIC
RECORD

I hereby certify that this instrument was FILED on the date and at the time stamped heron by me and was duly RECORDED in the Volume and Page of the named RECORDS of Terry County, Texas, as stamped hereon by me.

Kim Carter
COUNTY CLERK - TERRY COUNTY, TEXAS



270970
301 Yoakum Ave.
Wellman, Texas 79378

NOTICE OF TRUSTEE'S SALE
and
APPOINTMENT OF SUBSTITUTE TRUSTEE

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.

WHEREAS, on February 17, 2009, Kevin Moore and wife Debra Moore executed a Deed of Trust conveying to Vivian Naomi Garnsey, Trustee, the real property hereinafter described, to secure William C. Garnsey, in the payment of a debt therein described, said Deed of Trust being recorded in Volume 780, Page 0257, corrected in Volume 782, Page 0368, Official Public Records of Terry County, Texas.

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder of said debt has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

WHEREAS, in my capacity as the attorney for the present owner and holder of the note, and pursuant to Section 51.0076(3) Texas Property Code, I hereby name, appoint and designate Angelia B. Lee or Tammy Mathis or Matthew M. McKee or Ryan Bigbee, the Substitute Trustee(s) in the above described Deed of Trust and/or to act under and by virtue of said Deed of Trust, including posting and filing the public notice required under Section 51.002 Texas Property Code as amended, and to proceed with a foreclosure of the Deed of Trust lien securing the payment of said note.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, May 3, 2016, at 10:00 o'clock a.m. or within three (3) hours thereafter, the Substitute Trustee will sell said real property at the place hereinafter set out, to the highest bidder for cash. The place of sale shall be in the area designated by the Commissioners Court of such County, pursuant to §51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if such place is not so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted), in the City of Brownfield, Terry County, Texas.

Said real property is described as follows:
The South Sixty-Two (62) feet of Lots Four (4), Five (5), and Six (6) in Block Nine (9) of the Original Town of Wellman, Terry County, Texas.

The Deed of Trust permits the Beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein 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.

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 and the priority of the lien being foreclosed.

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 their bid immediately in cash if their bid is accepted.

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. 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 priority, nature and extent of such matters, if any.

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagor, Mortgagee or the Mortgagee's attorney.

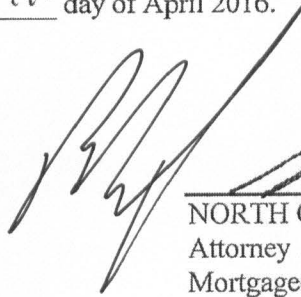
Default has occurred under the Deed of Trust, and the beneficiary has requested the above named Trustee or Substitute Trustee(s), to conduct this public sale. Notice is given that before the sale the beneficiary or the Beneficiary's attorney, agent or servicer may appoint another person substitute trustee 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.

The Substitute Trustee's address is c/o WEST & WEST ATTORNEYS, 2929 Mossrock, Suite 204, San Antonio, Texas 78230.

WITNESS MY HAND on 11th day of April 2016.



NORTH O. WEST, State Bar No. 21204000
Attorney or Authorized Agent for the
Mortgagee or Mortgagee's Servicer
WEST & WEST ATTORNEYS, P.C.
2929 Mossrock, Suite 204
San Antonio, Texas 78230

KIM CARTER
TERRY COUNTY CLERK -
BY: *Justin Heald*

2016 APR 11 AM 11:44

FILED FOR RECORD

NOTICE OF FORECLOSURE SALE

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

That real property described in Exhibit A hereto.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the deed of trust recorded May 2, 2008, in Vol. 760 Page 0307, Terry County, Texas, recorded April 23, 2008, in County Clerk File No. 2008-1759, Gaines County, Texas, and recorded April 18, 2008, in County Clerk File No. 2008-797 in Yoakum County, Texas

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

Date: June 7, 2016

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

Place: Terry County Courthouse in Brownfield, Texas, at the following location:

Terry County Courthouse
500 West Main Street
In the Foyer at the North Door
Brownfield, TX 79316

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. The reposting or refiling 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 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 their bid immediately in cash if their bid is accepted.

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. 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 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 deed of trust executed by Mark & Beth Jones.

The real property and personal property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

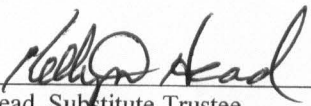
6. *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to the promissory note executed by Mark & Beth Jones, and payable to the order of Norman Head Enterprises, Inc. and K & N Partnership. Norman Head Enterprises, Inc. and K & N Partnership are the current owners and holders of the Obligations and are the beneficiaries under the deed of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, Norman Head Enterprises, Inc. at P. O. Box 2783, Albany, Texas 76430.

7. *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.

8. **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: 4/13, 2016.



Kelly Head, Substitute Trustee
P. O. Box 2783
Albany, TX 76430
Telephone (325) 725-5185

EXHIBIT A

TRACT ONE: All of Lot 7, Block 91, Original Town of Plains, Yoakum County, Texas, as described in Plat recorded in Volume 1, Page 481, Deed Records of Yoakum County, Texas, to which reference is here made.

TRACT TWO: A tract of land 150 feet by 206 feet out of Section 112, Block T, D.&W. Ry. Co. Survey, Terry County, Texas and being described by metes and bounds as follows:

BEGINNING at a ½ inch steel rod set in the West right-of-way of U. S. Hwy. 62 and 82, for the NE corner of this tract, that bears West 50 feet and South 1787.10 feet from the NE corner of Section 112;

THENCE South along said right-of-way 150 feet to a ½ inch steel rod set for the SE corner of this tract;

THENCE West 206 feet to a ½ inch steel rod set for the SW corner of this tract;

THENCE North 150 feet to a ½ inch steel rod set for the NW corner of this tract;

THENCE East 206 feet to the place of beginning.

TRACT THREE: lots 9 and 10 and the East 4 feet of Lot 8, Block 24, Original Town of Seagraves, Gaines County, Texas.

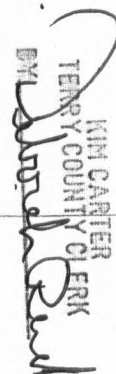
FILED FOR RECORD
2016 APR 18 PM 1:01
KIM CARTER
TERRY COUNTY CLERK
BY: 

Exhibit A
Head Enterprises - Jones, Mark & Beth