

NOTICE OF FORECLOSURE SALE

December 7, 2018

FILED FOR RECORD
AT: 10:00 O'Clock A M

Deed of Trust ("Deed of Trust"):

Dated: February 6, 2006
Grantor: Allyson Slagle Moore
Trustee: Jim Lemons
Lender: First National Bank of Byers, a national bank
now known as Fidelity Bank
Recorded in: No. 55259, Vol. 198, Page 168 of the real property records of Clay
County, Texas.
Legal Description: BEING ALL OF LOTS 3 AND 4, BLOCK 64, IKARD & STOUT
ADDITION, AN ADDITION TO THE CITY OF HENRIETTA,
CLAY COUNTY, TEXAS, ACCORDING TO THE PLAT OF
RECORD IN VOLUME D, PAGE 466, CLAY COUNTY PLAT
RECORDS.
Secures: Promissory Note ("Note") in the original principal amount of
\$65,000.00, executed by Allyson Slagle Moore ("Borrower") and
payable to the order of Lender
Modifications
and Renewals: Modification and Extension Agreement dated March 29, 2016,
recorded in No. 13815 Vol. 87, Page 223 of the real property records
of Clay County, Texas (as used herein, the terms "Note" and "Deed
of Trust" mean the Note and Deed of Trust as so modified, renewed,
and/or extended)
Property: The real property, improvements, and personal property described
in the Deed of Trust and above and all rights and appurtenances
thereto
Substitute Trustee(s): Melissa G. Roberson
P.O. Box 410
Henrietta Texas, 76365
Clay County
-and/or-
Brent Hillery
2525 Kell Boulevard, Suite 100
Wichita Falls, Texas 76308

DEC 07 2018

SASHA KELTON
County Clerk, Clay County, Texas

Wichita County
-and/or-
Matthew D. Anderson and/or D. Todd Davenport
3711 Maplewood, Suite 200
Wichita Falls, Texas 76308
Wichita County

Foreclosure Sale:

Date: January 2, 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 10 a.m. and not later than three hours thereafter,

Place: West door of the Clay County Courthouse, 100 North Bridge Street, Henrietta, Texas 76365

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 Lender'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. Because of that default, Lender, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender'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 Lender 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 Lender. Prospective bidders are strongly urged to examine the applicable property records to determine the

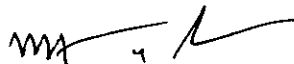
nature and extent of such matters, if any.

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, Substitute 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.



MATTHEW D. ANDERSON
Attorney for Fidelity Bank