



NOTICE OF FORECLOSURE SALE

Assert and protect your rights as a member of the armed forces of the United States. If you 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 is described as follows:

Lots Four (4) and Five (5), Block Twenty-six (26), DAVIS MOUNTAINS RESORT, located in Jeff Davis County, Texas, according to the Replat of said subdivision filed for record on November 13, 1972, and recorded in Volume 24, Pages 31-44, Map/Plat Record of Jeff Davis County, Texas

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust recorded as document number 2018-30666, Vol 233, Pg 250, Official Records of Jeff Davis County, Texas and subsequent extension of Real Estate Note and Lien recorded as document number 2021-32623, Volume 247, Pg 618, Official Records of Jeff Davis County, Texas.

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

Date: October 1, 2024

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: Jeff Davis County Courthouse located at 100 Court Avenue, Fort Davis, Texas 79734, at the south door of the Courthouse, or any other place designated for real property foreclosures under Texas Property Code Section 51.002 and by the Commissioners Court of Jeff Davis County, Texas.

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 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 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 the Deed of Trust, the Beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

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 Michael P. Logan and Tracie Sims Logan.

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 indebtedness and obligations therein described (collectively, the "Obligations") including but not limited to the Promissory Note in the original principal amount of \$205,000.00, executed by Michael P. Logan and Tracie Sims Logan, and payable to the order of Daniel James Nicholas. Daniel James Nicholas is the current owner and holder of the Obligations and is the Beneficiary under the Deed of Trust.

As of August 29, 2024, there was owed \$298,486.00 on the Promissory Note. The Promissory Note is bearing interest at the rate of 18% per annum thereafter.

Questions concerning the sale may be directed to the undersigned or to the Beneficiary at the Todd Law Firm at 3800 E. 42nd Street, Suite 409, Odessa, Texas 79762.

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.

Dated: August 29, 2024.



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