

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.

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

LOT NO. SIX (6), BLOCK ONE (1), Big Oak Ranch Subdivision, Aransas County, Texas, according to the plat thereof recorded in Volume 4, page 289, of the plat records of Aransas County, Texas, more commonly known as 247 Hagy Drive, Rockport, Texas 78382, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the afore-mentioned real property, including without limitation such rights as Grantor may have in all minerals, oil, gas, geothermal and similar matters located in Aransas County, State of Texas (the "Property")

2. *Instruments to be Foreclosed.*

The instrument to be foreclosed is the deed of trust ("Deed of Trust") dated June 19, 2008, recorded on July 17, 2008, Instrument Number 300872, in the Official Public Records of Aransas County, Texas, as from time to time modified and extended, most recently under that certain Extension of Real Estate Note and Lien dated November 20, 2012; Grantor, David P. Hovey

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

Date: Tuesday, April 5, 2016

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: Aransas County Courthouse located at 301 North Live Oak Street in Rockport, Texas 78382, at the following location: front steps to east lobby entrance of the courthouse or as designated by the county commissioners.

The Deed of Trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or any 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 amount owed under the subject promissory 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 or any Substitute 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 or any Substitute 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 and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by the grantor, David Paul Hovey.

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 the Security Agreement and section 9.604(a) of the Texas Business and Commerce Code.

6. *Obligations Secured ("Obligations").* The Deed of Trust secures the Indebtedness (as defined in the Deed of Trust) of Eagle Eye Construction, LLC ("Borrower") to American Bank of Commerce, including, without limitation, all principal, interest, and other amounts, costs and expenses payable under that certain promissory note dated June 19, 2007, in the original principal amount of \$100,000.00, made by Borrower to the order of American Bank of Commerce, as from time to time amended, modified, renewed and extended (together with all amendments, modifications, renewals and extensions, the "note"). American Bank of Commerce is the current owner and holder of the Note and is the beneficiary under the Deed of Trust.

As of February 2, 2016, there was owed \$59,271.98 on the Note, being \$57,297.06 in principal, plus all unpaid accrued interest and charges thereon of \$1,974.92. The unpaid balance continues to accrue interest at the rate set forth in the Note.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, American Bank of Commerce, c/o Melissa Hopson, Vice President of Special Assets, at American Bank of Commerce, 3721 50th Street, Lubbock, Texas 79413, telephone number: 806-775-5212.

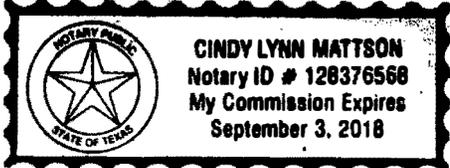
7. *Default and Request to Act.* Default has occurred under the Deed of Trust, and the beneficiary has requested me, as the Substitute Trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person/substitute trustee to conduct the sale.

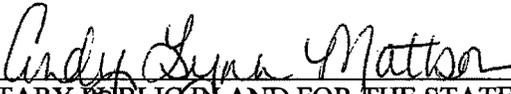
Dated: March 7, 2016



Teresa Ruiz Schober, Substitute Trustee
400 W. 15th Street, Suite 404
Austin, Texas 78701
(512) 474-7678 (phone)
(512) 597-3510 (fax)
Texas Bar No. 24005353

SUBSCRIBED AND SWORN TO before me on this the 8th day of March, 2016.





NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

FILED
AT 11:29 M.
MAR 10 2016

VALERIE K. AMASON
COUNTY CLERK, ARANSAS CO., TEXAS

**FILED FOR RECORD IN
OFFICIAL PUBLIC RECORDS**

AT 11:29A M.

MAR 10 2016

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STATE OF TEXAS—COUNTY OF ARANSAS
I hereby certify that this Instrument was FILED on the date and at the time affixed
hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of
ARANSAS COUNTY, TEXAS, as stamped hereon by me.



Valerie K. Amason
VALERIE K. AMASON, COUNTY CLERK,
ARANSAS COUNTY, TEXAS

Schober + Schober
400 W. 15th St. Ste 404
Austin, TX 78701