

**NOTICE OF TRUSTEE'S SALE****DATE:** April 9, 2018**FILED****DEED OF TRUST:**

APR 09 2018

**DATE:** November 11, 2005**GRANTOR:** Syed J. H. Shah and spouse, Talat Shah**GRANTOR'S COUNTY:** McCulloch County, Texas**ORIGINAL HOLDER OF NOTE:** Howell and Howard Partnership**CURRENT HOLDER OF NOTE:** Rexine Howell**TRUSTEE:** Donald L. Barley**RECORDING INFORMATION:** Volume 355, Page 973,  
Official Public Records, McCulloch County, TexasTina A. Smith  
McCulloch County Clerk**PROPERTY:**

Being the South one-half (S/2) of the Northwest one-fourth (NW/4) of Block No. 131, Luhr Addition to the City of Brady, McCulloch County, Texas, as shown on the map or plat of said Addition now in general use and of record in Volume 27, Page 323, Deed Records, McCulloch County, Texas.

**NOTE:****DATE:** November 11, 2005**ORIGINAL PRINCIPAL AMOUNT:** \$24,750.00**DEBTOR:** Syed J. H. Shah and spouse, Talat Shah**PAYEE:** Howell and Howard Partnership**HOLDER:** Rexine Howell**DATE OF SALE OF PROPERTY:** May 1, 2018**EARLIEST TIME OF SALE OF PROPERTY:** 10:00 a.m.**PLACE OF SALE OF PROPERTY:** South door of the McCulloch County Courthouse, Brady, McCulloch County, Texas, as established by the County Commissioners of McCulloch 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.

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 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.

**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.**

Because of default in performance of the obligations of the Deed of Trust, Trustee or Substitute Trustee will sell the property by public auction to the highest bidder for cash or other form of payment acceptable to the Holder at the place and date specified to satisfy the debt secured by the Deed of Trust. The sale will begin at the earliest time stated above or within three (3) hours after that time.

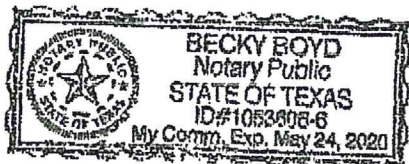
The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Holder's election to proceed against and sell both the real property and any personal property described in the Deed of Trust, in accordance with Holder's rights and remedies under the Deed of Trust and Section 9.501(d) of the Texas Business and Commerce Code (Texas UCC).

Donald L. Barley  
Donald L. Barley, Trustee  
P. O. Box 469  
Brady, Texas 76825

STATE OF TEXAS )  
 )  
COUNTY OF McCULLOCH )

This instrument was acknowledged before me on April 9, 2018 by Donald L. Barley.

Notary's Stamp:



Becky Boyd  
Notary Public, State of Texas

**FILED**

APR 09 2018

Tina A. Smith  
McCulloch County Clerk