FILED
AT 2:18 O'CLOCK P M

SEP 03 2026

Jennifer Deuton
COUNTY CLERK, CORYELL CO., TEXAS

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: BEING Lot Eleven (11) in Block Four (4) of Forest Hills Estates, Part II, a subdivision out of the W.R. Bowden Survey, Coryell County, Texas, according to the plat of record in Cabinet A, Slide 196 of the Plat Records of Coryell County, Texas.

2. *Instrument to Be Foreclosed.* The instrument to be foreclosed is the *Deed of Trust* recorded under Clerk's File Number 371286, Public Records, Coryell 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 6, 2026

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 is 1:00 p.m. and not later than three hours thereafter.

Place: The North door of the Coryell County Courthouse, 620 East Main Street, Gatesville, Texas 76528

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 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 "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*, 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. This sale will be conducted subject to the right of rescission contained in section 51.016 of the *Texas Property Code*.

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 Cody Manning. The real property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust.

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 in the original principal amount of $240,000.00, executed by Cody Manning, and payable to the order of The First National Bank of Evant; which is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, The First National Bank of Evant.

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.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE 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.

Dated September 2, 2026.



WALT FAIR, Substitute Trustee
Attorney for The First National Bank of Evant
State Bar Number 06781800
1508 North Valley Mills Drive
Waco, Texas 76710
Telephone: (254) 772-6400
Telecopier: (254) 772-6432
walt@waltfairpllc.com