NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public nonjudicial foreclosure sale.

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

   All property (real, personal or otherwise) described in the Deed of Trust (as hereinafter defined), together with the rights, appurtenances and improvements thereto, including, but not limited to, the real property described on **Exhibit A** attached hereto and made a part hereof. In the event any property encumbered by the Deed of Trust has been released by Lender (or its predecessor in interest, as applicable), then said released property shall be excluded from the property sold at foreclosure.

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

   Date: **Tuesday, August 2, 2016.**

   Time: The sale shall begin no earlier than **1:00 p.m.** or no later than three hours thereafter. The sale shall be completed by no later than **4:00 p.m.**

   Place: **The sale will take place at the Erath County Courthouse at the place designated by the Erath County Commissioner's Court.**

The Deed of Trust permits the Lender (as hereinafter defined) 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 and/or Texas Business and Commerce Code. Such reposting or refiling may be after the date originally scheduled for this sale.

3. 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 Lender 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 cash on the day the property is sold.

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. Prospective bidders are strongly

POSTED
10:35 A.M. _____ P.M.

JUL 11 2016

GWINDA JONES, COUNTY CLERK
ERATH COUNTY, TEXAS
By Cuz Deputy

urged to examine the applicable property records to determine the nature and extent of such matters, if any.

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 (Texas UCC).

4. 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 that certain Deed of Trust (as amended, the "Deed of Trust") recorded under Instrument No. 2014-01735, in the Real Property Records of Erath County, Texas, and executed by Robert W. Berry and wife, Angela A. Berry (whether one or more, the "Grantor"), for the benefit of InterBank ("Lender"), covering the property described above.

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on: (a) that certain Real Estate Lien Note (the "Note") dated on or about April 1, 2014, in the maximum principal amount of $70,000.00, executed by the Grantor and payable to the order of Lender, and all renewals, modifications and extensions of the Note, and (b) all other debts owed by Grantor to Lender, including but not limited to those certain loans evidenced by (i) that certain Promissory Note (Commercial – Revolving Draw) in the original stated principal amount of $20,000.00, dated November 12, 2015, made by Robert W. Berry as maker in favor of Lender; (ii) that certain Promissory Note (Commercial – Single Advance) in the original stated principal amount of $32,766.62, dated January 20, 2015, made by Robert W. Berry as maker in favor of Lender; (iii) that certain Promissory Note, Security Agreement and Truth-In-Lending Disclosure in the original stated principal amount of $7,500.00, dated August 7, 2015, made by Grantor as maker in favor of Lender; and (iv) that certain Promissory Note (Commercial – Single Advance) in the original stated principal amount of $109,528.07, dated April 23, 2015, made by Robert W. Berry as maker in favor of Lender, and, in each case, all renewals, modifications and extensions thereof. Lender is the current owner and holder of the Note and the Indebtedness and is the beneficiary under the Deed of Trust.

Questions concerning the sale may be directed to the undersigned or to the Lender:

InterBank
4255 Camp Bowie Blvd.
Fort Worth, Texas 76107
Attn: Jenny Johnson Holman
Phone: 817-570-4311
Fax: 469-249-9391

6. Default and Request To Act. Default has occurred under the Deeds of Trust, and Lender has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale Lender may appoint another person as substitute trustee to conduct the sale.

7. Armed Forces Notice. **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.**

DATED: July 8, 2016.

Stacy R. Welch, Substitute Trustee
Higier Allen & Lautin, P.C.
The Tower at Cityplace
2711 N. Haskell Ave., Suite 2400
Dallas, Texas 75204
Telephone: (972) 716-1888
Fax: (972) 716-1899

*****PLEASE FAX ALL COMMUNICATIONS REGARDING THIS MATTER TO THE SUBSTITUTE TRUSTEE AT 972-716-1899 (FAX), NOTE THE SUBSTITUTE TRUSTEE'S NAME ON YOUR COVER SHEET AND CONTACT THE SUBSTITUTE TRUSTEE AT 972-716-1888 (PHONE) TO CONFIRM RECEIPT. PLEASE ASSUME YOUR FAX HAS NOT BEEN RECEIVED UNTIL YOU VERBALLY CONFIRM RECEIPT THEREOF WITH OUR OFFICE. THANKS IN ADVANCE FOR YOUR COOPERATION.*****

EXHIBIT A

PROPERTY DESCRIPTION

TRACT 1: Subdivision No. 3 of Lot 7, Block 13, PARK PLACE ADDITION, to the City of Stephenville, Erath County, Texas, according to the King's 1956 Map of Stephenville, adoption and dedication thereof recorded in Volume 381, Page 105, Deed Records of Erath County, Texas.

SAVE & EXCEPT:
All that certain lot, tract or parcel of land, being part of Subdivision No. 3 of Lot 7 of Block 13 of the Park Place Addition to the City of Stephenville, Erath County, Texas as shown on King's 1956 Map of Stephenville, Adoption thereof recorded in Volume 381, page 105 of the Deed Records of Erath County, Texas and described as follows:
BEGINNING at an iron rod found in the West line of North Clinton Avenue, being the NE corner of subdivision 1 of Lot 8 and the SE corner of Subdivision 3 of Lot 7 of Block 13 of the Park Place Addition, for the SE corner of this tract, from which a cross found cut in curb at the SE corner of Block 13 bears S 29 deg. 55' 31" E, 214.96';
THENCE S 60 deg. 11' 00" W, 137.48' to a PK nail found in concrete at the NW corner of Subdivision 1 of Lot 8 and the SW corner of Subdivision 3 of Lot 7, for the SW corner of this tract;
THENCE N 29 deg. 55' 31" W along the West line of said subdivision 3 of Lot 7, 7.95' to an iron rod set at a fence corner post for the NW corner of this tract, from which an iron rod found at the NW corner of Subdivision 3 of Lot 7 bears N 29 deg. 55' 31" W, 64.52';
THENCE N 60 deg. 06' 08" E, 137.48' to an iron rod set in the East line of Subdivision 3 of Lot 7 and in the West line of North Clinton Avenue, for the NE corner of this tract, from which the NE corner of Subdivision 3 of Lot 7 bears N 29 deg. 55' 31" W, 65.07';
THENCE S 29 deg. 55' 31" E along the West line of North Clinton Avenue, 8.14' to the place of beginning and containing 1106 square feet of land.

TRACT 2: All that certain lot, tract or parcel of land, being Lots 2, 3, and 4, Block 14, FREY FIRST ADDITION to the City of Stephenville, Erath County, Texas, according to King's 1956 Map and Adoption thereof recorded in Volume 381, page 105, Deed Records, Erath County, Texas.