

NOTICE OF NON-JUDICIAL FORECLOSURE SALE

WHEREAS, on **October 08, 2015**, **Nikmard Investments, LLC** ("Mortgagors", whether one or more), executed that certain deed of trust ("Deed of Trust") in favor of **Clifford D. Harmon**, Trustee which deed of trust secures the payment of that certain promissory note of even date therewith in the original amount of **\$285,000.00**, payable to the order of **Jet Lending, LLC**, which Deed of Trust is recorded under **Clerk's File No. 1508078** in the **Real Property Records of Waller County, Texas**, and covers all of the real property, personal property, and fixtures described therein, including, but not limited to, all of the following described property, rights and interests (the "Property"), to-wit:

Being a tract of land situated in the **John McFarland Survey, Abstract no. 46** in **Waller County, Texas** and being that same tract described as **32.6213 acres** in a deed recorded in **Clerk's File No. 1500801** of the **Official Public Records of Waller County, Texas**, said tract being more particularly described by metes and bounds as follows:

BEGINNING at a concrete monument found in the south right-of-way of **Interstate Highway 10** (width unknown) at its point of intersection with the northwest right-of-way line of **Peach Ridge Road** (width unknown), for the most northerly northeast corner of said herein described tract;

THENCE S 00 deg 13' 12" E, a distance of **40.02 feet** to a **1/2 inch iron set** in the northwest right-of-way line of said **Peach Ridge Road**, for the most southerly northeast corner of said herein described tract;

THENCE S 53 deg 24' 56" W, along the northwest right-of-way line of said **Peach Ridge Road**, a distance of **1787.50 feet** to a **1/2 iron rod found**, for the southeast corner of a tract described as **20.3927 acres** in a deed recorded in **Volume 316, Page 481** of **Deed Records of Waller County, Texas**, and for the southwest corner of said herein described tract;

THENCE N 39 deg 57' 34" W, along the northeast line of said **20.3927 acre tract**, a distance of **1000.57 feet** to a **1-1/4 inch pipe found**, for the northeast corner of said **20.3927 acre tract**, for the southeast corner of a tract described as **7.3814 acres** in a deed recorded in **Volume 401, Page 547** of the **Deed Records of Waller County, Texas**, and for an angle point of said herein described tract;

THENCE N 07 deg 21' 38" W, along the east line of said **7.3814 acre tract**, a distance of **459.33 feet** to a **3/4 inch pipe found** in the south right-of-way line of said **Interstate Highway 10**, for the northeast corner of said **7.3814 acre tract** and for the northwest corner of said herein described tract;

THENCE S 88 deg 26' 29" E, along the south right-of-way line of said **Interstate Highway 10**, a distance of **129.59 feet** to a **1/2 inch iron rod set**, for an angle point of said herein described tract;

THENCE S 86 deg 45' 41" E, along the south right-of-way line of said **Interstate Highway 10**, a distance of **2010.30 feet** to the **POINT OF BEGINNING**, containing **32.6298 acres (1,421,353 square feet)** of land, more or less, commonly known as **Interstate Highway 10 Peach Ridge Road, Brookshire, Texas, 77423**; and

WHEREAS, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed **Megan Randle, Pete Florez, Ebbie Murphy, Florence Rosas, Clifford D. Harmon, and Turrie Silva** or any one of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust; and

WHEREAS, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and **Jet Lending, LLC**, the legal holder of such indebtedness and the liens securing same, has requested any one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust;

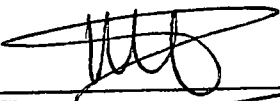
NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **TUESDAY, December 03, 2019**, being the first Tuesday of such month, at the county courthouse of **Waller County, Texas**, the Substitute Trustee will sell the Property

at public vendue to the highest bidder for cash; provided that the owner of the indebtedness secured by the Deed of Trust may bid a credit against such indebtedness. The sale will take place at the **Waller County Courthouse**, or at such other location as set by the Commissioners Court of such county from time to time, which is the area designated by such Commissioners' Court for sales of real property under a power of sale conferred by a deed of trust or other contract lien.

NOTICE IS FURTHER GIVEN that the foreclosure sale will occur at **1:00 p.m.**, or not later than three (3) hours after such time; such time being between the hours of 10:00 a.m. and 4:00 p.m. on said **TUESDAY, December 03, 2019**.

NOTICE IS FURTHER GIVEN that, except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title to the Property under the terms of the Deed of Trust, conveyance of the Property shall be made without any representations or warranties whatsoever, express or implied.

WITNESS my hand as of November 12, 2019.



Signature
Megan L. Randle, Substitute Trustee
Printed Name

Matter No. 1430

FOR INFORMATION CONTACT: Clifford D. Harmon, 14860 Montfort, Suite 111, Dallas, Texas 75254

FILED AND RECORDED

Instrument Number: 19-092

Filing and Recording Date: 11/12/2019 11:06:32 AM Pages: 3 Recording Fee: \$5.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



A handwritten signature in cursive script that reads "Debbie Hollan".

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Donna Jackson, Deputy

Returned To: