**MORTGAGEE'S NOTICE OF DEFAULT AND INTENTION TO SELL**

YOU MAY LOSE YOUR PROPERTY IF YOU DO NOT TAKE IMMEDIATE ACTION.

IF YOUR PROPERTY IS SOLD, YOU WILL REMAIN LIABLE FOR ANY DEFICIENCY WHICH THEN EXISTS AND AN ACTION FOR COLLECTION MAY BE BROUGHT AGAINST YOU.

Whereas, J. Scott Davidson (*aka* Joseph Scott Davidson *aka* Scott Davidson) and Cindy Davidson executed a mortgage in favor of The Citizens Bank of Batesville on or about June 8, 2001 which was filed for record on June 15, 2001 in Record Book C-22 at Page 445-446 in the records of Independence County, Arkansas;

Whereas, The Citizens Bank of Batesville assigned the Mortgage and the indebtedness it secures to First Community Bank on November 10, 2017;

Whereas, default has occurred in the payment of the indebtedness secured by the mortgage;

Whereas, there may be tenants that claim an interest in the real property herein based upon said tenancy;

Now therefore, notice is hereby given that the entire indebtedness has been declared due and payable, and that Laura W. Brissey, as Attorney-in-Fact, by virtue of the power, duty, and authority vested in and imposed upon said Attorney-in-Fact will, on January 22, 2020, at or about 11:00 am in the lobby of the Independence County Courthouse, offer for sale certain property hereinafter described to the highest bidder for cash, free from the statutory right of redemption, homestead, dower, and all other exemptions which are expressly waived in the mortgage, said property being real estate situated in Independence County, Arkansas and being more particularly described as follows:

A tract of land being all of Lot Five (5) of Block Twenty Nine (29) of the School Addition to the City of Batesville, Independence County, Arkansas

This sale shall extinguish all interests in any part of the property, including existing lienholders, previous owners of the property, or tenants.

This sale is subject to all matters shown on any applicable recorded plat; any unpaid taxes; any restrictive covenants, easements, or setback lines that may be applicable; any statutory rights of redemption of any governmental agency, state or federal; any prior liens or encumbrances as well as any priority created by a fixture filing; and to any matter that an accurate survey of the premises might disclose.

The sale held pursuant to this Notice may be rescinded at the Attorney-in-Fact's option at any time. The right is reserved to adjourn the day of the sale to another day, time and place certain without further publication, upon announcement at the time and place for the sale set forth above.

THE TERMS OF SALE ARE CASH THE DAY OF SALE AND ALL TRANSFER TAXES WILL BE THE RESPONSIBILITY OF THE PURCHASER.

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