## IN THE CIRCUIT COURT OF PULASKI COUNTY, ARKANSAS SECOND DIVISION

IBERIABANK PLAINTIFF

V. CASE NO.: 60CV-15-4770

TEAM GENERAL CONTRACTING, LLC; JEREMY H. THOMPSON and TAMMY KAYE THOMPSON, husband and wife, individually and as trustees of the JEREMY **HEATH THOMPSON & TAMMY KAYE** THOMPSON REVOCABLE TRUST: PHILADELPHIA INDEMNITY INSURANCE **COMPANY: VOEGELE MECHANICAL** CONTRACTORS, INC.; LEON JONES, JR., DIRECTOR OF ARKANSAS DEPARTMENT OF LABOR; MICHELE HARDY; WAYNE HARDY; NATIONAL AMERICAN INSURANCE COMPANY; LARRY WALTHER, DIRECTOR OF ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION; ARGOS READY MIX (SOUTH CENTRAL) CORP. d/b/a SOUTHERN STAR CONCRETE; THE **GRAY CASUALTY & SURETY COMPANY: JULIE ANN PRUSS and MARION PRUSS** 

**DEFENDANTS** 

## NOTICE OF COMMISSIONER'S SALE

NOTICE IS HEREBY GIVEN, pursuant to the authority contained in the Partial Consent Decree of Foreclosure entered on July 11, 2016, in the Circuit Court of Pulaski County, Arkansas, Second Division, case number 60CV-15-4770, the undersigned, as Commissioner of the Court, will offer for sale, at public venue to the highest and best bidder, inside the main entrance to the Pulaski County Courthouse, 401 West Markham Street, Little Rock, Arkansas, within the hours for judicial sale prescribed by law, on **August 11, 2016, beginning at 12:00 noon**, the following described real property, to wit:

A PART OF THE NORTHWEST 1/4 SOUTHWEST 1/4, SECTION 30, TOWNSHIP 3 NORTH, RANGE 12 WEST, PULASKI COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 SOUTHWEST 1/4, THENCE

SOUTH 01 DEGREE 02 MINUTES 27 SECONDS EAST AND ALONG EAST LINE

OF SAID NORTHWEST 1/4 SOUTHWEST 1/4 A DISTANCE OF 309.0 FEET; THENCE NORTH 89 DEGREES 58 MINUTES WEST A DISTANCE OF 322.2

FEET; THENCE NORTH 25 DEGREES 04 MINUTES EAST AND ALONG EAST

RIGHT OF WAY LINE OF A COUNTY ROAD A DISTANCE OF 341.0 FEET:

THENCE SOUTH 89 DEGREES 58 MINUTES EAST A DISTANCE OF 172.14

FEET TO THE POINT OF BEGINNING.

TERMS OF SALE: The sale is "as is where is" without any warranty whatsoever. The

sale shall be for cash or on a credit of three (3) months; if on credit, the purchaser will be required

to execute a bond with approved security for the purchase price, acceptable to Plaintiff, bearing

interest from date of the sale until paid at the highest rate permitted by law and a lien being retained

on the property described herein so to secure payment of the purchase money; provided, however,

that if the Plaintiff, its successors or assigns become the purchaser at such sale for an amount not

in excess of the judgment, interest, and costs herein, in lieu of giving bond, Plaintiff may credit

the amount of its bid, less the cost of these proceedings, including the Commissioner's fee, on the

judgment herein rendered at the time of confirmation of such sale, which credit shall be an

extinguishment of its judgment with respect to the property to the extent of such credit. **THE** 

PROPERTY SHALL BE SOLD SUBJECT TO AN EXISTING FIRST MORTGAGE AND

ALL REAL AND PERSONAL PROPERTY TAXES DUE AND PAYABLE.

Given under my hand this 13th day of July, 2016

Steve Sipes, Commissioner of Court

Geoffrey B. Treece, Esq.

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Attorneys for IBERIABANK

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