

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 AND AN ACTION FOR COLLECTION MAY BE BROUGHT AGAINST YOU.

NOTICE IS HEREBY GIVEN that on November 7, 2022, at 3:45 p.m., the following real property will be sold at the Polk County Courthouse in Mena, Arkansas, to the highest bidder for cash:

The Land referred to herein below is situated in the County of Polk, State of Arkansas, and is described as follows:

Part of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-six (36), Township Two (2) South, Range Thirty-one (31) West, Polk County, Arkansas, described as follows: Beginning at the NW corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence South 87 degrees 49 minutes East 271.46 feet to a 1" pipe; thence South 01 degrees 16 minutes West 330.00 feet; thence North 87 degrees 49 minutes West 271.46 feet to the West line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence North 01 degrees 24 minutes East 330 feet along the West line of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ to the point of beginning, containing 2 acres, more or less. Subject to all public utility and roadway easements as now may exist. Subject to a non-exclusive roadway and utility easement 30 feet wide for ingress and egress over an existing roadway running along the West side of lands herein described as follows, as per deed book 2006 pages 100-101, 01/13/2006.

Also, conveying a non-exclusive Roadway Easement 30 feet wide over part of the West 591.77 feet of the South 880 feet of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 36, Township 2 South, Range 31 West, Polk County, Arkansas, from a point on the Northerly Right-of-Way of County Road #42, thence Easterly to a point of termination bearing South 02 degrees 32 minutes 46 seconds West 1315.89 feet and South 86 degrees 37 minutes 46 seconds East 591.77 feet and North 02 degrees 42 minutes 07 seconds East 162 feet from the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$.

Also, conveying a non-exclusive Roadway Easement 30 feet wide over an existing roadway along the East 727.50 feet of even width of the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 36, Township 2 South, Range 31 West, Polk County, Arkansas, described as being 15 feet from the center line on each side of existing roadway to the East line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ being the point of termination.

Also, conveying an easement with restrictions described as a non-exclusive 30 foot Road and Utility Easement in the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section

Thirty-six (36), Township Two (2) South, Range Thirty-one (31) West, Polk County, Arkansas, being 15 feet on each side of the following centerline: Commencing at the Northwest corner of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$; thence South 01 degree 24 minutes West a distance of 330.00 feet; thence South 87 degrees 49 minutes East a distance of 15.00 feet to the point of beginning; thence South 1 degree 24 minutes West a distance of 386.29 feet; thence South 16 degrees 14 minutes East a distance of 66.37 feet; thence South 02 degrees 06 minutes East a distance of 122.12 feet; thence South 7 degrees 53 minutes West a distance of 75.56 feet; thence South 54 degrees 37 minutes West a distance of 42.49 feet to the point of ending on the West boundary of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ as surveyed by P.T. Sloan, PLS #947, April 3, 2007, Job #4757.

Commonly known as: 166 Bella Lane, Mena, AR 71953

On September 3, 2010, Geoffrey Scott Hecke and Melissa M. Hecke, Husband and Wife, executed a Mortgage in favor of Summit Bank, now known as Bank OZK, which was filed September 3, 2010, in Book 2010 at Page 9890 and also filed on September 10, 2010, in Book 2010 at Page 10037 in the office of the Ex-Officio Recorder of Polk County, Arkansas. Bank OZK, formally known as Bank of the Ozarks, as successor by merger to Summit Bank (hereinafter referred to as "Bank OZK"), is now the holder in due course of the Mortgage, as modified, renewed, and/or extended by the Modification of Mortgage, and the Promissory Note that the Mortgage secures.

Geoffrey Scott Hecke has defaulted in the monthly payments owed to Bank OZK under the Promissory Note which is secured by the Mortgage and is more than two hundred twelve (212) days past due in payments to Bank OZK. The loan is now in default. Tenants of the property may claim an interest in the real property herein.

The sale will extinguish all interests in any part of the property, including existing lienholders, previous owners of the property, or tenants. The terms of the sale are certified funds to be paid the day of the sale and all transfer taxes will be the responsibility of the purchaser. The 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 government agency, state or federal; any prior liens or encumbrances as well as any priority created by fixture filing; and to any matter that an accurate survey of the premises might disclose. The party initiating this action is Bank OZK, 18000 Cantrell Road, Little Rock, Arkansas 72223, (501) 978-2341.

This instrument prepared by:
Robert S. Coleman, Jr.
1501 North University, Suite 970
Little Rock, Arkansas 72207
(501) 904-1116

Robert S. Coleman, Jr.
Attorney at Law
Attorney-in-Fact for Bank OZK

Date

ACKNOWLEDGEMENT

STATE OF ARKANSAS)
) ss
COUNTY OF PULASKI)

On this _____ day of _____, _____, 2022, before me, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Robert S. Coleman, Jr., to me personally well-known or satisfactorily proven to be the person whose name appears in the foregoing instrument and whose name is subscribed as attorney-in-fact for Bank OZK. He further stated and acknowledged that he had signed, executed, and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth and that he expected the same as the act of his principal for the purposes therein contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, _____.

My commission expires:

NOTARY PUBLIC