

IN THE CIRCUIT COURT OF BENTON COUNTY, ARKANSAS

**CHRISTIAN COMMUNITY CREDIT UNION,
f/k/a American Baptist Credit Union**

PLAINTIFF

vs. NO. CV 14-1591-4

BARBARA D. COTA and ARVEST BANK

DEFENDANTS

ARVEST BANK

**COUNTERCLAIMANT, CROSS-PLAINTIFF
AND THIRD-PARTY PLAINTIFF**

vs.

**CHRISTIAN COMMUNITY CREDIT UNION,
f/k/a American Baptist Credit Union**

COUNTER-DEFENDANT

BARBARA D. COTA

CROSS-DEFENDANT

DARRELL SYKES

THIRD-PARTY DEFENDANT

NOTICE OF COMMISSIONER'S SALE

NOTICE IS HEREBY GIVEN that pursuant to the authority and directions contained in the Judgment and Decree of Foreclosure of the Circuit Court of Benton County, Arkansas entered on the 22nd day of January, 2015, between CHRISTIAN COMMUNITY CREDIT UNION, f/k/a American Baptist Credit Union, plaintiff and counter-defendant; BARBARA D. COTA, defendant and cross-defendant; ARVEST BANK, defendant, counterclaimant, cross-

plaintiff and third-party plaintiff; and DARRELL SYKES, third-party defendant, the undersigned, as Commissioner of such Court, will offer for public sale to the highest bidder at the entrance to the circuit clerk's office in the Benton County Courthouse, 102 N.E. "A" Street, Bentonville, Arkansas 72712, within the hours prescribed by law for judicial sales, on the 23rd day of February, 2015, at 10:00 a.m., the following described real estate situated in Benton County, Arkansas:

Lot 34, Block 2, Kensington Subdivision, Bella Vista Village, Benton County, Arkansas, as shown in Plat Record "M" at Page 42.

TERMS OF SALE: The purchaser will pay the full purchase price on the day of the sale or pay ten percent (10%) of the purchase price, non-refundable, with the balance due to the Commissioner, together with ten percent (10%) interest per annum from the date of the sale until fully paid, within three (3) months from the date of the sale. Prior to the commencement of bidding, any individual who shall desire to bid on the real estate shall inform the Commissioner that he will pay the full purchase price of the real estate in cash or he shall present a letter of credit or a bond as required by law to the Commissioner and shall receive pre-approval by the Commissioner to secure the payment of the remainder of the purchase price within three (3) months from the date of the sale. A lien shall be retained on the premises sold to secure the payment of the purchase price until the balance is paid in full. The property shall be sold "as is", without warranty of any kind. The purchaser shall be responsible for the costs of the sale, as well as for any unpaid real estate taxes.

Given under my hand this 27th day of January, 2015.

/s/Brenda DeShields
Commissioner in Circuit Court