

**NOTICE OF COMMISSIONER'S SALE**

NOTICE IS HEREBY GIVEN, that in pursuance of the authority and directions in the Judgment and Decree of Foreclosure made and entered on the 10<sup>th</sup> day of July, 2014, in a certain cause of the Circuit Court of Benton County, Arkansas (Case No. CV-2014-8-4), then pending therein between First Financial Bank ("First Financial"), Plaintiff, and David Thao, Sue Thao, Spouse of David Thao, if any, and Spouse of Sue Thao, if any, Defendants, the undersigned, as Commissioner of said Court, will offer for sale at public venue to the highest bidder, at the front door entrance of the Benton County Courthouse in Bentonville, Arkansas, within the hours prescribed by law for judicial sales, on the 28th day of August, 2014, at 10:30 a.m., the following-described real estate (the "Real Property"), to-wit:

Part of the Southeast Quarter of the Southwest Quarter and part of the Southwest Quarter of the Southeast Quarter of Section 2, and part of the Northwest Quarter of the Northeast Quarter of Section 11, all in Township 17 North, Range 32, Benton County, Arkansas, described as beginning North 89 degrees 35 minutes 40 seconds West 541.22 feet from the SE corner of said Southwest Quarter of the Southeast Quarter; thence South 74 degrees 44 minutes 07 seconds West 374.68 feet to the centerline of the county road; thence North 58 degrees 00 minutes 00 seconds West 397.04 feet along said centerline; thence North 44 degrees 12 minutes 58 seconds West 149.67 feet along said centerline; thence North 20 degrees 31 minutes 40 seconds West 171.56 feet along said centerline; thence North 10 degrees 41 minutes 17 seconds West 292.04 feet along said centerline; thence South 89 degrees 44 minutes 25 seconds East 812.27 feet; thence South 08 degrees 58 minutes 02 seconds East 671.18 feet to the point of beginning. That portion of the property lying in Section 11, Township 17 North, Range 32 West, is also known as parts of Lots 25 and 27, Robinson Addition, Benton County, Arkansas and subject to the streets therein, as shown in the 1903 Atlas of Benton County, Arkansas. Subject to the county road along the Westerly side thereof. Subject to covenants, easements and rights of way, if any.

The Real Property shall include a 1991 70X14 Mobile Home and a Southridge Mobile Home VIN#SRP8930 A/B, which are located thereon.

2014 AUG 8 AM 11 44  
FILED  
BRENDA DESHIELDS  
CLERK AND RECORDER  
BENTON COUNTY, AR

Simultaneously with the sale of the Real Property, the Commissioner will also offer for sale the following property belonging to Defendants David Thao and/or Sue Thao, (hereinafter "Collateral"):

All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recording equipment, and parts and tools. All Debtors now owned or hereafter acquired poultry equipment, accounts, deposit accounts, general intangibles, payment intangibles, and inventory, instruments, and chattel paper. The equipment includes, but is not limited to, all feeders, hoppers, motors and gear boxes, feed stations, feed bins, scales, fillsystems, feed kits, control units, winching, power winches, pulleys, hand cranks, drill cranks, winch kits, waterers, nipple systems, regulators, end kits, hoses, flush systems, valves, curtains, curtain drops, winching, nests, belts, collectors, winching, cooling systems, cool pads, fans, vents, shutters, vent doors, inlet machines with winching, medicators, timers, alarms, back up systems, lighting, heating systems, thermostats, insulation, trim, 75 KW Perkins Generator Model #PD75P, SN#50310, including all parts, attachments, and accessions thereto.

Simultaneously with the sale of the Real Property and Collateral, the Commissioner will also offer for sale the following property belonging to Defendants David Thao and/or Sue Thao, (hereinafter "Collateral 2"):

All goods that are used or purchased for use primarily for personal, family or household purposes, except any non-possessory, non-purchase money "household goods" obtained in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recording equipment, and parts and tools. Poultry Proceeds. All Debtors now owned or hereafter acquired poultry equipment, accounts, deposit accounts, general intangibles, payment intangibles, and inventory, instruments, and chattel paper. The equipment includes, but is not limited to, all feeders, hoppers, motors and gear boxes, feed stations, feed bins, scales, fillsystems, feed kits, control units, winching, power winches, pulleys, hand cranks, drill cranks, winch kits, waterers, nipple systems, regulators, end kits, hoses, flush systems, valves, curtains, curtain drops, winching, nests, belts, collectors, winching, cooling systems, cool pads, fans, vents, shutters, vent doors, inlet machines with winching, medicators, timers, alarms, back up systems, lighting, heating systems, thermostats, insulation, trim, 75 KW Perkins Generator Model #PD75P, SN#50310, including all parts, attachments, and accessions thereto.

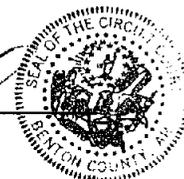
However, the following items are not included in the Collateral or Collateral 2 (due to a purchase money security interest of a third party) and are not part of the Commissioner's sale:

- 1 – Commercial Cooler MT-2300 SN:9892
- 1 – Commercial Cooler MT-2300 SN:9893
- 1 – Commercial Cooler MT-2300 SN:9894

TERMS OF SALE: The purchaser(s) will pay the full purchase price the day of the sale or pay 10% of the purchase price, non-refundable, on the sale date with the balance due to the Commissioner, plus 10% interest *per annum* from date of sale until paid thereon, within three (3) months from the date of sale. Prior to commencement of bidding, any individual who shall desire to bid on the Real Property, the Collateral, and Collateral 2 shall inform the Commissioner that he/she will pay the full purchase price of the Real Property, Collateral, and Collateral 2 in cash or 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 ninety (90) days. The Commissioner shall retain a lien on the Real Property, Collateral, and Collateral 2 until the balance is paid in full. First Financial shall be allowed to credit bid against its Judgment. Pursuant to the Judgment, the Real Property, the Collateral, and Collateral 2 will be sold as one lot (in other words, one bid shall cover the Real Property, the Collateral, and Collateral 2).

Given under my hand this 8<sup>th</sup> day of Aug., 2014.

  
\_\_\_\_\_  
Commissioner



ATTORNEY FOR FIRST FINANCIAL BANK:

Tony Juneau (2004160)  
MITCHELL, WILLIAMS, SELIG,  
GATES & WOODYARD, P.L.L.C.  
5414 Pinnacle Point Drive, Suite 500  
Rogers, Arkansas 72758  
(479) 464-5650