

ORIGINAL

FILE FOR RECORD
JENNIFER LINDENZWEIG
COUNTY CLERK HUNT CO. TX

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

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NOTICE: PURSUANT TO TEXAS TAX CODE SECTION 32.06, THE FORECLOSURE SALE REFERRED TO IN THIS DOCUMENT IS A SUPERIOR TRANSFER TAX LIEN SUBJECT TO RIGHT OF REDEMPTION UNDER CERTAIN CONDITIONS, THE FORECLOSURE IS SCHEDULED TO OCCUR ON SEPTEMBER 5, 2017.


ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

WHEREAS pursuant to that certain Deed of Trust (the "2010 Security Agreement") dated May 26, 2010, executed by Concepcion Barrera as grantor(s) (whether one or more, hereinafter "Grantors"), Grantors conveyed to John P. Nelson, Trustee, all of her right, title, and interest in to the one or more parcels of real property described in the 2010 Security Agreement, together with all improvements thereon and including all other property set forth in the 2010 Security Agreement, to secure the payment of that certain Promissory Note – Tax Lien (the "2010 Obligation") dated May 26, 2010 in the original principal amount of \$12,029.40 executed by Grantors and payable to the order of Propel Financial Services, LLC and any and all other indebtedness secured by the 2010 Security Agreement; and

WHEREAS the 2010 Security Agreement was filed in the Official Real Property Records of Hunt County, Texas under Instrument No. 2010-6644; and

WHEREAS pursuant to that certain Tax Lien Contract (the "2012 Security Agreement") dated November 7, 2012, executed by Concepcion Barrera as grantor(s) (whether one or more, hereinafter "Grantors"), Grantors conveyed to John P. Nelson, Trustee, all of her right, title, and interest in to the one or more parcels of real property described in the 2012 Security Agreement, together with all improvements thereon and including all other property set forth in the 2012 Security Agreement, to secure the payment of that certain Property Tax Payment Agreement (the "2012 Obligation") dated November 7, 2012 in the original principal amount of \$12,265.40 executed by Grantors

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JENNIFER LINDENZWEIG
County Clerk Hunt County, Tex.
By 

and payable to the order of Propel Financial Services, LLC and any and all other indebtedness secured by the 2012 Security Agreement; and

WHEREAS the 2012 Security Agreement was filed in the Official Real Property Records of Hunt County, Texas under Instrument No. 2012-13208; and

WHEREAS pursuant to the 2010 Security Agreement, 2012 Security Agreement and that one or more certain Sworn Document Authorizing Transfer of Tax Lien, Consent(s) to Transfer of Tax Lien or Tax Lien Transfer Affidavit(s) or Affidavit(s) Under Property Tax Code 32.06 or Authorization For Transfer of Tax Lien or Affidavit Authorizing Transfer of Tax Lien executed by Grantor (whether one or more, the "Tax Lien Transfer Affidavit") and one or more certain Certified Statement of Transfer of Tax Lien, Certification(s) of Transfer of Tax Lien by Tax Assessor/Collector, Assignment of Tax Lien, Transfer Tax Lien, Transfer of Tax Lien Certification, Affidavit(s) Certifying Transfer of Tax Lien, or Certification(s) of Payment of Taxes Paid by Another Person and Transfer of Lien Pursuant to Texas Tax Code Section 32.06 (whether one or more, the "Transfer of Tax Lien Certification") executed on behalf of Hunt County, Hunt Memorial HD, and Bland ISD, Propel Financial Services, LLC has succeeded to the liens, rights and privileges of Hunt County, Hunt Memorial HD, and Bland ISD in accordance with Sections 32.05 – 32.065 of Texas Tax Code with respect to any property identified in the Tax Lien Transfer Affidavit and Transfer of Tax Lien Certification (such real property, together with property described in the 2010 Security Agreement, and 2012 Security Agreement being referred to herein as the "Property"); and

WHEREAS the Tax Lien Transfer Affidavit and Transfer of Tax Lien Certification were filed in the Official Real Property Records of Hunt County, Texas under Instrument Nos. 2010-7388 and 2012-13765; and

WHEREAS PFS Tax Lien Trust 2014-1, a Delaware Statutory Trust (the "Beneficiary") is the current owner and holder of the 2010 Obligation and 2012 Obligation, is the Beneficiary under the 2010 Security Agreement and 2012 Security Agreement and is the assignee of the liens originally transferred under the Tax Lien Transfer Affidavit and Transfer of Tax Lien Certification; and

WHEREAS Howard Marc Spector (the "Substitute Trustee") has succeeded to all rights and interest of John P. Nelson under the 2010 Security Agreement and 2012 Security Agreement; and

WHEREAS the Beneficiary has directed the Substitute Trustee to enforce the power of sale granted under, *inter alia*, the 2010 Security Agreement, 2012 Security Agreement and for the purpose of collecting the indebtedness secured under it, and to foreclose the tax liens assigned to Beneficiary by Hunt County, Hunt Memorial HD, and Bland ISD in accordance with Sections 32.05 – 32.065 of Texas Tax Code. Notice is given that before the sale, the Beneficiary may appoint another personal substitute trustee to conduct the sale; and

WHEREAS the sale is a non-judicial foreclosure of tax liens and security interests being conducted pursuant to the power of sale granted by the 2010 Security Agreement, 2012 Security Agreement, 2010 Obligation and 2012 Obligation executed by Concepcion Barrera, and pursuant to the laws of the State of Texas; and

WHEREAS default has occurred under the 2010 Obligation and 2012 Obligation and/or the 2010 Security Agreement and 2012 Security Agreement; and

Therefore, Howard Marc Spector, Substitute Trustee, having an address of 12770 Coit Road, Suite 1100, Dallas, Texas 75251, hereby gives notice, that, after due posting, publication, and filing of this Notice, and after having given written notice of at least twenty-one (21) consecutive days by certified mail, return receipt, to (i) each owner of the Property, of which Beneficiary has actual knowledge as of the date hereof, at the last known address of each such owner, (ii) each debtor who, according to the records of the Beneficiary, is obligated to pay the debts owed to the Beneficiary which are secured by the Property, and (iii) the mortgage servicer or the holder of all recorded real property liens encumbering the Property, I will sell the Property at public auction on **SEPTEMBER 5, 2017**, to the highest bidder or bidders at the area that has been designated pursuant to the order of the Commissioner's Court of Hunt County, Texas, as the general area where foreclosure sales are conducted, which is: at the base of the Central stairway on the 2nd floor inside the Hunt County Courthouse, or the base of the North steps outside of the Hunt County Courthouse, or as designated by the Hunt County Commissioners.

Pursuant to Section 51.002 of the Texas Property Code, the foreclosure sale will begin no earlier than 12:00 pm and no later than three hours after that time. The sale shall be completed by no later than 4:00 p.m.

The sale will be conducted as a public auction to the highest bidder for cash, subject to the right of the Beneficiary to have its bid credited to the Obligation up to the amount of the unpaid debt secured by the 2010 Security Agreement, 2012 Security Agreement and liens evidenced by the Transfer of Tax Lien Certification. Other than the Beneficiary, those desiring to purchase the Property will need to demonstrate their ability to pay cash on the day the Property is sold.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold in **"AS IS, WHERE IS" CONDITION, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, EXCEPT AS TO THE WARRANTIES OF TITLE (IF ANY) PROVIDED FOR UNDER THE SECURITY AGREEMENT AND AT PURCHASER'S OWN RISK.** Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.0075 of the Texas Property Code, the Substitute Trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the Substitute Trustee. Pursuant to 2010 Security Agreement, 2012 Security

Agreement and applicable law, the Beneficiary has the right to direct the Substitute Trustee to sell the Property in one or more parcels and/or to sell all or only part of the Property.

The sale conducted pursuant to this Notice will be made subject to any valid and existing liens and any other title encumbrances affecting title to the Property or any part of the Property that are proved equal or superior to the liens and other rights of Beneficiary under its security instrument(s) or other recorded instruments.

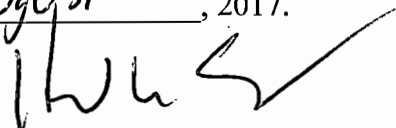
A description of the Property to be sold is described on the attached "Exhibit A" which is incorporated by this reference for all purposes as if fully set forth herein.

The instruments to be foreclosed are the 2010 Security Agreement, 2012 Security Agreement, the Tax Lien Transfer Affidavit and the liens evidenced by the Transfer of Tax Lien Certification.

The Beneficiary may postpone, withdraw, or reschedule the sale for another day. In that case, the Substitute Trustee may not appear at the date, time, and place of the scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refileing may be after the date originally scheduled for this sale.

Questions concerning the sale may be directed to counsel for the Beneficiary: Howard Marc Spector, Spector & Johnson, PLLC, 12770 Coit Road, Suite 1100, Dallas, TX 75251; (214) 365-5377.

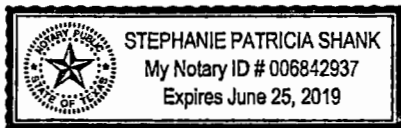
Witness my hand the 11th day of August, 2017.



Howard Marc Spector
Substitute Trustee

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of August, 2017 by Howard Marc Spector, Substitute Trustee.



Stephanie Patricia Shank
Notary Public in and for the State of Texas

My Commission Expires: 6-25-2019

EXHIBIT "A"

Legal Description: A0404 HUNT THOMAS TRACT B4, ACRES 10, BLAND AREA, HUNT COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED IN THAT CERTAIN DEED OF RECORD IN VOLUME 392 PAGE 404 OF THE DEED RECORDS OF HUNT COUNTY, TEXAS.

Commonly known street address of: 2913 FM 36 N., Farmersville, TX 75442