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FILE FOR RECORD
JENNIFER LINDENZWEIG
COUNTY CLERK HUNT CO. TX
17 OCT 16 PM 3:08
DEPUTY

Notice of Foreclosure Sale

- Property to Be Sold.* The Property to be sold is described as follows:
Tract #314, 4.71 acres, more or less, part of Sky Meadows Estates, Phase III, as recorded in Volume 400, Page 1981, Official Public Records of Hunt County, Texas.
- Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust & Security Agreement dated January 7, 2016, executed by Efrain Gutierrez-Ortega, recorded under Document No. 2016-1917, Official Public Records of Hunt County, Texas (“Deed of Trust & Security Agreement”).
- Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Date: November 7, 2017

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 1:00 p.m.

Place: North steps of Hunt County Courthouse, including hallway area 20 feet inside north door on second floor, located at 2507 Lee Street, Greenville, Texas.

The Deed of Trust & Security Agreement permits the Beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee or Substitute Trustee under the Deed of Trust & Security Agreement need not appear at the date, time, and place of a 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.
- Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust & Security Agreement permitting the Beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the Deed of Trust & Security Agreement at the time of sale.

Those desiring to purchase the Property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The sale will be made expressly subject to any title matters set forth in the Deed of Trust & Security Agreement, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust & Security Agreement. The sale shall not cover any part of the Property that has been released of public record from the lien of the Deed of Trust & Security Agreement. Prospective bidders are strongly urged to examine the applicable Property records to determine the nature and extent of such matters, if any.

Pursuant to the Deed of Trust & Security Agreement, the Beneficiary has the right to direct the Trustee to sell the Property in one or more parcels and/or to sell all or only part of the Property.

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 Deed of Trust & Security Agreement. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to Section 51.0075 of the Texas Property Code, the 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 Trustee.

5. *Type of Sale.* The sale is a nonjudicial deed-of-trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust & Security Agreement executed by Efrain Gutierrez-Ortega.

The real Property and personal Property encumbered by the Deed of Trust & Security Agreement will be sold at the sale in accordance with the provisions of the Deed of Trust & Security Agreement and as permitted by Section 9.604(a) of the Texas Business and Commerce Code.

6. *Obligations Secured.* The Deed of Trust & Security Agreement provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) Note in the original principal amount of \$84,843.00, executed by Efrain Gutierrez-Ortega, and payable to the order of Joe Zhao as Payee, and (b) all renewals and extensions of the note; and (c) any and all present and future indebtednesses of Efrain Gutierrez-Ortega to Joe Zhao. Joe Zhao is the current holder of the Obligations and is the Beneficiary under the Deed of Trust & Security Agreement.


As of October 16, 2017, there was owed \$86,663.85 on the note, being principal, interest and late fees in the following amounts: \$81,121.43 of principal and \$5,367.42 of interest and \$175.00 late fees. The note is bearing interest at the default rate of \$22.22 per day thereafter.

Questions concerning the sale may be directed to the undersigned or to the Beneficiary, Joe Zhao, 705 Wheaton Court, Allen, Texas 75013.

If you are a debtor in a bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code (Title 11 of the United States Code) you should promptly notify the Trustee and the Beneficiary at the addresses set forth in this Notice. If you provide the Trustee with the Bankruptcy Case Number, no further action will be taken to enforce the lien described in this Notice. In addition, all of Beneficiary's claims, demands, and accruals regarding the Obligations as defined in this Notice, whenever made, and whether for principal, interest, or otherwise, are intended to comply in all respects, both independently and collectively, with all applicable usury laws, and are accordingly limited so that all applicable usury laws are not violated.

7. *Default and Request to Act.* Default has occurred under the Deed of Trust & Security Agreement, and the Beneficiary has requested me, as Trustee, to conduct this sale. Notice is given that before the sale the Beneficiary may appoint another person Trustee to conduct the sale.

Dated: October 16, 2017.



Larry W. Green, Jr., Trustee
Pemberton, Green, Newcomb & Weis
2507 Washington Street
Greenville, Texas 75401
(903) 455-1876
(903) 455-1710 (facsimile)