

**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.**

FILE FOR RECORD  
JENNIFER LINDENZWEIG  
CLERK HUNT CO. TX  
NOV 14 PM 3:56  
DEPUTY

### Notice of Foreclosure Sale

1. *Property to Be Sold.* The Property to be sold is described as follows:

BEING a tract or parcel of land situated in Hunt County, Texas, being part of the Thomas Righley Survey, Abstract No. 868, being part of a 210 acre tract of land as described in a Warranty Deed from Wolfe City National Bank to E. L. Spurlock as recorded in Volume 169 at Page 544 of the Deed Records of Hunt County and being further described as follows:

BEGINNING at a ½ inch iron rod set for corner on the west line parent 210 acre tract, being in Hunt County Road No. 4617, said Point of Beginning being on the southernmost west line of the Thomas Righley Survey, Abstract No. 868, and the east line of the Jason Wilson Survey, Abstract No. 1080, said Point of Beginning also being further marked by a ½ inch iron rod set at the intersection of Hunt County Road No. 4617 and Hunt County Road No. 4701 bearing S 00° 40' 48" E at a distance of 836.23 feet;

THENCE S 90° 00' 00" E a distance of 2392.54 feet to a ½ inch iron rod set for corner in Hunt County Road No. 4706, said corner being on the east line of parent 210 acre tract;

THENCE S 00° 40' 48" E along the center line of Hunt County Road No. 4706 and the east line of parent 210 acre tract, a distance of 300.43 feet to a ½ inch iron rod set for corner;

THENCE S 90° 00' 00" W a distance of 2392.54 feet to a ½ inch iron rod set for corner in Hunt County Road No. 4617, said corner being on the west line of parent 210 acre tract, said corner also being on the southernmost west line of the Thomas Righley Survey, Abstract No. 868, and the east line of the Jason Wilson Survey, Abstract No. 1080;

THENCE N 00° 40' 48" W along Hunt County Road No. 4617 and the west line of parent 210 acre tract, along the southernmost west line of the Thomas Righley Survey, Abstract No. 868, and the east line of the Jason Wilson Survey, Abstract No. 1080, a distance of 300.43 feet returning to the Point of Beginning and containing 16.500 acres of land ("Property").

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust dated June 21, 2013, executed by Jose A. Alfaro to Larry W. Green, Jr., Trustee, recorded under Document No. 2013-9766, Official Public Records of Hunt County, Texas, securing a Real Estate Lien Note dated June 21, 2013 payable to Pensco Trust Company FBO Mason Fritz, Deceased, Angela Quinn Roberts, Beneficiary, in the original amount of \$36,000.00.

3. *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Date: December 5, 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 courthouse, including hallway area 20 feet inside north door on second floor, located at 2507 Lee Street, Greenville, Texas.

The Deed of Trust 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 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 refiling may be after the date originally scheduled for this sale.

4. *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 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 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, 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. 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. 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, 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. 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 or any Substitute 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 dated June 21, 2013, executed by Jose A. Alfaro, recorded under Document No. 2013-9766, Official Public Records of Hunt County, Texas.

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

6. *Obligations Secured.* The Deed of Trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) Real Estate Lien Note in the original principal amount of \$36,000.00, executed by Jose A. Alfaro, and payable to the order of Pensco Trust Company FBO Mason Fritz, Deceased, Angela Quinn Roberts, Beneficiary ("Note"), and (b) all renewals and extensions of the Note; and (c) any and all present and future indebtednesses of Jose A. Alfaro. Pensco Trust Company FBO Mason Fritz, Deceased, Angela Quinn Roberts, Beneficiary, is the current holder of the Obligations and is the Beneficiary under the Deed of Trust.


As of November 14, 2017, there is owed the amount of \$48,430.22 on the Note, being principal, interest, attorney fees and property taxes in the following amounts: \$35,414.50 of principal, \$8,318.93 of interest, \$4,121.79 of property taxes and \$575.00 attorney fees. The Note is bearing interest at the rate of \$11.22 per day thereafter.

Questions concerning the sale may be directed to the undersigned or to the Beneficiary, Pensco Trust Company FBO Mason Fritz, Deceased, Angela Quinn Roberts, Beneficiary, c/o Michael A. Roberts, 1705 Meadowview Road, Commerce, Texas 75428.

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, 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 substitute Trustee to conduct the sale.

Dated: November 14, 2017.



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