

FILE FOR RECORD
JENNIFER LINDENZWEIG
COUNTY CLERK HUNT CO. TX

NOTICE OF FORECLOSURE SALE

18 NOV -6 PM 4:05

BY: 
DEPUTY

STATE OF TEXAS

COUNTY OF HUNT

WHEREAS, GENARO VICENTE and JUAN REYES ("Mortgagor") executed and delivered CLINTON E. NORMAN and FRANCIS NORMAN for the benefit of CLINTON E. NORMAN and FRANCIS NORMAN ("Mortgagee"), whose street address is 10551 State Highway 50, Ladonia, Texas 75449, that certain Deed of Trust (as same may have been heretofore extended, renewed, modified and/or restated, the "Deed of Trust"), dated December 1, 2015, recorded as Official Public Record Document Number 2016-1510, in Hunt County, Texas, to secure that certain Real Estate Lien Note (together with any and all extensions, renewals, modifications, restatements and/or replacements thereof, the "Note") dated of even date with the Deed of Trust, in the principal sum of \$105,000.00 (one hundred, five thousand dollars and no/100), executed by GENARO VICENTE and JUAN REYES and payable to Mortgagee, and all other indebtedness, liabilities, and obligations (collectively, the "Indebtedness") described in the Note and Deed of Trust; and

WHEREAS, to secure the Indebtedness, the Deed of Trust created a lien on, among other things, certain real property (the "Land") situated in Hunt County, Texas, as more particularly described as:

In the city of Commerce, and being Lots No. 1, 2, 3, 4, 5, 6, 7, 8 and 9 of the Andeth Addition to said City of Commerce, Texas and also known as Lot No. 5, in Block 3-A according to Nott's Map of the City of Commerce, and more particularly described as follows:

BEGINNING: at the point of intersection of the East Boundary Line of Park Street and the North Boundary Line of Elm Street (also known as MLK);

THENCE North 101.1 feet along the East Boundary Line of said Park Street;

THENCE East 260 feet along the South Boundary Line of an alley;

THENCE South 108.3 feet along the West Boundary Line of Church Street;

THENCE West 258.5 feet along the North Boundary Line of said Elm Street (also known as MLK) to the place of beginning.

Said land being herein collectively called the "Mortgaged Property"; and

WHEREAS, pursuant to and in accordance with the terms and conditions of the Deed of Trust, Mortgagee has appointed DAVID RENSHAW, an individual with an address of 2900 Lee Street, Greenville, Texas 75401 (the "Substitute Trustee/Trustee", herein after referred to as "Trustee"), as the Trustee in the place and stead of and to succeed to all of the rights, titles, estates, powers, privileges and authorities granted in the Deed of Trust to the Original Trustee, if any and any previously appointed substitute trustee(s) if any; and

WHEREAS, a default has occurred in the payment of the Indebtedness evidenced by the Note and the Deed of Trust and the same has been accelerated and is now wholly due and payable; and

WHEREAS, Mortgagee has made demand upon Mortgagor to pay to Mortgagee the Indebtedness now due, but such Indebtedness has not been paid; and

WHEREAS, Mortgagee, as the beneficiary under the Deed of Trust, has instructed the Trustee to post, file and mail, or cause to be posted, filed and mailed, appropriate notice and to sell the Mortgaged Property to satisfy, in whole or in part, the unpaid Indebtedness.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, December 4, 2018, no earlier than 10:00 a.m., or no later than three hours after that time, the Trustee will commence the sale of the Mortgaged Property, in parcels or as a whole, at public auction to the highest bidder for cash, pursuant to the Deed of Trust and applicable law; such sale will be held in that area designated for such sales by Resolutions of the Commissioners' Court of Hunt County, Texas; SUBJECT, HOWEVER, to all liens, exceptions to title, easements, restrictions, and encumbrances affecting any of the Mortgaged Property or title thereto which are equal or prior to the lien and security interest created by the Deed of Trust, and further subject to any and all leases covering all or any part of the Mortgaged Property to which the Deed of Trust is now or may prior to such sale be subordinated.

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.

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

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.

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.

Type of Sale. The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Grantors.

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 if applicable.

Obligations Secured. The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Indebtedness") including but not limited to the Note executed by Mortgagor, and payable to the order of CLINTON E. NORMAN and FRANCIS NORMAN. CLINTON E. NORMAN and FRANCIS NORMAN are the current owner and holder of the Note and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned Trustee at P.O. Box 21, Greenville, Texas, 75403.

Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

If such sale or sales do not result in full satisfaction of all of the Indebtedness now due, the lien and security interest of the Deed of Trust shall remain in full force and effect in respect of any of the Mortgaged Property not so sold and any and all other types of real and personal property covered by the Deed of Trust and not described herein.

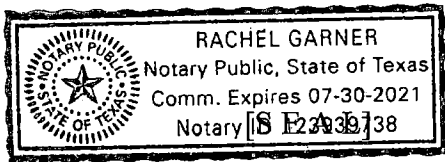
THIS INSTRUMENT APPOINTS THE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

IN WITNESS WHEREOF, the Trustee has signed this notice as of November 6, 2018.

TRUSTEE: 
Name: DAVID RENSHAW

STATE OF TEXAS §
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COUNTY OF HUNT §

This instrument was ACKNOWLEDGED before me on November 6, 2018, by DAVID RENSHAW, in the capacity therein stated.




Notary Public in and for the State of Texas

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