

2-10-F10

FILED FOR RECORD
at 10:50 o'clock AM

NOTICE OF FORECLOSURE SALE

JAN 17 2024

BECKY LANDRUM
County Clerk, Hunt County, Tex.
by *[Signature]*

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

Lot 32, Block B, Washington Heights Addition, an addition to the city of Greenville, Texas, according to the Plat thereof in Volume 400, Page 479 of the Plat Records of Hunt County Texas.

- *Instrument to be Foreclosed.* The instrument to be foreclosed is the deed of trust dated March 5th, 2014 recorded in Hunt County, Texas
- *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Date: Tuesday, February 6, 2024

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 4:00 p.m.

Place: Hunt County Courthouse in Greenville, Texas, at the following location: On the front steps of the entrance to the courthouse, unless the location of the sale has been otherwise designated to a specific location by the Commissioner's Court of Hunt County, Texas. If such a designation by the Commissioner's Court has been made and recorded after the date hereof and prior to the time of the sale, then the Trustee will sell the Premises at the area designated by the Commissioner's Court of Hunt County, 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 reporting or refiled 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 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 51.0009 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 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.

- *Type of Sale.* The sale is nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Ann-Marie Phelps and David Avery

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.

- *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively, the “Obligations”) including but not limited to the promissory note in the original principal amount of \$60,000.00, executed by Ann-Marie Phelps and David Avery, and payable to the order of Wenhao Yan. Wenhao Yan is the current owner and holder of the Obligations and is the current beneficiary under the deed of trust.
- *Default and Request to Act.* Default has occurred under the deed of trust, and the beneficiary has requested to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person to conduct the sale.

Dated: January 15, 2024



WENHAO YAN

Jan, 15, 2024

VIA CERTIFIED MAIL

To: Ann-Marie Phelps and David Avery

4908 Church St, Greenville TX 75401

CM No. 7022 3330 0001 0746 6051

RE: Promissory note dated March 5th, 2014, in the original principal amount of \$60,000.00, executed by Ann-Marie Phelps and David Avery and payable to the order of Wenhao Yan, as secured by Deed of Trust dated March 5th, 2014, executed by Ann-Marie Phelps and David Avery to Wenhao Yan and recorded in Hunt County, Texas

Ann-Marie Phelps and David Avery:

This letter is being sent to you both as an obligor on the indebtedness of the promissory note described above (the Note). You were notified in my letter of November, 9, 2023 that default had occurred in the payment of the Note and that Wenhao Yan (the Noteholder) would accelerate the maturity of the note if you did not cure your delinquency. You were given an extension of time to cure your delinquency and, because of your failure to cure the default in payment of the Note and failure to provide proof of insurance on the property, the maturity date of the Note was accelerated by the Noteholder effective as Jan 8, 2024

All unpaid principal and accrued interest on the Note are due and payable at this time. The principal amount due on this indebtedness as of this date is \$47,965.06 plus 5 months behind payments \$3504.05 and late fee \$175.20 total \$51,644.31. Please note that you also owe any accrued, but unpaid, interest which shall have matured to the present date and which continues to accrue. Additionally, the Note and the deed of trust securing the Note provide for reimbursement of reasonable attorney's fees incurred by the Noteholder and beneficiary of these instruments in the collection of the indebtedness owed on the Note which now stand in the amount of \$3,000.00

This letter is also formal notice to you that Noteholder will proceed with the foreclosure of the property covered by the Deed of Trust securing the above promissory note. In the event the property secured by the Deed of Trust is not sold at foreclosure for an amount sufficient to satisfy the entire unpaid principal balance, accrued interest, attorney's fees and expenses incurred in connection therewith, you will be liable for the deficiency.

1. Payment of the past-due installments plus interest, which shall have matured to the date of your payment, such payment must be made in cash or by cashier check to the Noteholder at 1004 Middle Cove Dr, Plano TX 75023.

2. Provide proof of insurance coverage on the property and/or reimbursement to the Noteholder for the payment of any purchased insurance coverage on the property; and

3. Reimbursement to the Noteholder of attorney fees and expenses in the current amount of \$2,000.00 incurred by the Noteholder as permitted under the note and/or deed of trust.

Therefore, a total payment of \$4,207.55 (past due amounts plus attorney's fees) plus all accrued, but unpaid, interest, and proof of payment of ad valorem taxes on the property are now required to cure your defaults.

If payment of all amounts that are then currently due and owing under the Note and proof of insurance coverage on the property are not received by Lender by the time and date stated above, Lender intends to (1) accelerate the maturity of the indebtedness evidenced by the Note and secured by the Deed of Trust and declare the entire unpaid principal balance of the Note, plus all lawful accrued and unpaid interest thereon, to be immediately due and payable; (2) commence nonjudicial proceedings to foreclose the liens and security interests existing under the Deed of Trust (foreclosure of such liens and security interests would be by a sale of the real property and personal property, if any, described in the Deed of Trust, pursuant to the power of sale existing under the Deed of Trust); and (3) exercise some or all of the other rights and remedies available to Lender under to Loan Documents, at law, or in equity.

Please understand that no communication, written or oral, that Borrower has had or may have with Lender concerning any modification, renewal, extension, or restructure of the Loan Documents, including any deed in lieu of foreclosure, waiver of deficiency or agreed foreclosure, in any way modifies this letter or constitutes consent to the nonpayment of the Note or a waiver by Lender of any of the remedies described herein. There are currently no modification, renewal, extension, or settlement agreements between Borrower and Lender with regard to the Note and Deed of Trust and proposals made by Borrower to Lender relating to any of the foregoing are rejected.


WENHAO YAN

Cc: Ann-Marie Phelps and David Avery (via first class mail)

November,9, 2023

VIA CERTIFIED MAIL

To: Ann-Marie Phelps and David Avery

4908 Church St, Greenville TX 75401

CM No. 7019 2280 0000 5840 3308

RE: Demand for payment of past-due promissory note dated March 5th, 2014, in the original principal amount of \$60,000.00, executed by Ann-Marie Phelps and David Avery and payable to the order of Wenhao Yan, as secured by Deed of Trust dated March 5th, 2014, executed by Ann-Marie Phelps and David Avery to Wenhao Yan and recorded in Hunt County, Texas

Ann-Marie Phelps and David Avery:

I, Wenhao Yan, the current owner and holder of the promissory note (the Noteholder), in connection with your indebtedness owed on the above-described promissory note (the Note). Reference is hereby made to the Note and Deed of Trust together with any other document and/or instrument securing the indebtedness (which shall be called the "loan Document")

You are delinquent in the payment of the following amount on your Note, payable to the Noteholder:

TOTAL AMOUNT DELINQUENT ON NOTE

Payments from September 6th 2023 through November 6th 2023 \$2,102.43

Late fee from September 6th 2023 through November 6th 2023 \$ 105.12

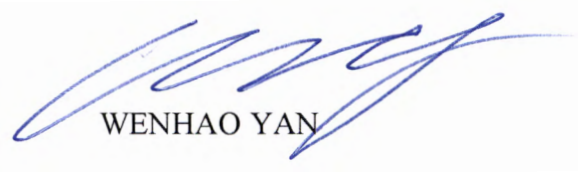
TOTAL AMOUNT PAST DUE **\$2,207.55**

Further, you have failed to provide proof of insurance coverage for the property, further, you have failed to pay property taxes to lender which required by contract to escrow it.

Demand is hereby made to cure or correct the above defaults on or before 5:00 p.m. on December 5th 2023, by accomplishing the following:

At any time prior to the foreclosure sale you may pay the amounts listed above, and any other advancements, past due ad valorem taxes, and attorney's fee in the amount of \$3,000.00.

Enclosed is a copy of the Notice of Foreclosure Sale of the property described in the Deed of Trust securing in the indebtedness, which was posted this date for public sale on Tuesday, February 6, 2024. In the event you do not pay the entire unpaid principal balance, accrued interest, late fees, expense reimbursement, attorney's fees, and costs prior to the sale, such sale, as authorized by the Deed of Trust, will take place on Tuesday, February 6, 2024 between the hours of 10:00 a.m. and 1:00 p.m. in Greenville, Hunt County, Texas, at the Hunt County Courthouse on the front steps of the entrance as designated by the Hunt County Commissioner's Court. The property will be sold to the highest bidder for cash.



WENHAO YAN

Cc: Ann-Marie Phelps and David Avery (via first class mail)

CENTURY 21®
Sunet Group

5048 Tennyson Parkway, Suite 250
Plano, TX 75024



9589 0710 5270 0595 7877 58

Retail



75401

RDC 99

U.S. POSTAGE PAID
FCM LETTER
PLANO, TX 75025
SEP 14, 2023

\$5.01

R2305K538924-18

To: Ann Phelps
4908 Church st,
Greenville, TX. 75401

CENTURY 21®

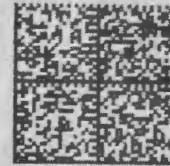
Sunet Group

5048 Tennyson Parkway, Suite 250
Plano, TX 75024



7019 2280 0000 5840 3292

CPU



U.S. POSTAGE IMI

\$5.01

FCML RDC 99

Orig: 75013

Dest: 75156

10/09/23

2000052488

8W

02

To: Harry Andrews
154 Southlake dr
Gun Barrel City, TX, 75156