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AT 9:44 O'CLOCK A M

JAN 08 2020

Notice of Foreclosure Sale

SARA MONTEMAYOR
County Clerk Maverick County, Texas
By *Sally Martinez* Deputy

THE FORECLOSURE IS SCHEDULED TO OCCUR ON FEBRUARY 4, 2020.

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.

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

Being a 0.187 acre tract of land, lying and situated in Maverick County, Texas and being a portion of Lot 9, Block 21, South Heights Addition to the City of Eagle Pass as shown by amended plat recorded in Envelope 18, Side 2, Map Records of Maverick County, Texas, being the same land as described by metes and bounds in Deed of Gift dated March 5, 2007, from Francisco H. Villa, Individually and as Community survivor of the Estate of Octavia C. Villa, Deceased, under Section 45 of the Texas Probate Code to Alfonso C. Villa recorded in Volume 1018, Page 30, Official Public Records of Maverick County, Texas, reference being here made to deed and the record thereof for a further description of said land and for all purposes.; more commonly known as 1980 El Indio Highway, Eagle Pass, Maverick, TX 78852.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust recorded in 195146 of the real property records of Maverick County, Texas.

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

Date: February 4, 2020.

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: Steps at front of courthouse, on Quarry Street or as otherwise designated by County Commissioner.

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 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 or any 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 Trustee or any Substitute Trustee.

5. *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 (a) the Note in the original principal amount of \$180,000.00, executed by 1980 El Indio Highway, and payable to the order of Mack Brooks, LLC; (b) all renewals and extensions of the Note; and (c) any and all present and future indebtedness of 1980 El Indio Highway to Mack Brooks, LLC. Mack Brooks, LLC is the current owner and holder of the Obligations and is the beneficiary under the Deed of Trust.

Questions concerning the sale may be directed to Nikolaos P. Stavros, Lindsey Kelly, or Wendy Storey at 7200 N. MoPac Expressway, Suite 310, Austin, Texas 78731.

6. *Default and Request to Act.* Default has occurred under the Deed of Trust, and the beneficiary has requested me, as substitute 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: 8th day of January, 2020



Maria Teresa Elizondo, Dylan Schultz,
Nikolaos P. Stavros, Lindsey Kelly,
Wendy Storey, or Clinton Holden
7200 N. MoPac Expressway, Suite 310
Austin, TX 78731
Telephone: (512) 346-6011
Fax: (512) 346-6005

AFTER POSTING RETURN TO:
Stavros & Kelly, PLLC
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Austin, TX 78731
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Fax: (512) 346-6005