

NOTICE OF FORECLOSURE SALE

Filed 13 day of Oct
in 2020, At 11:30 A.M.
JODI MORGAN
County Clerk, Milam County, Texas
By Jennifer Hochstadt
Deputy

Notice is hereby given of a public, nonjudicial foreclosure sale.

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

Lots 14 and 15, Block 2, Section 2, Coffield Addition, an Addition to the City of Rockdale, Milam County, Texas, according to the plat thereof recorded in Cabinet A, Slide 11-C, Plat Records of Milam County, Texas; and also of record in Book 1, Page 35, Plat Records of Milam County, Texas;

Together with all improvements, easements, appurtenances, and all other property, interests, and rights of any kind or nature whatsoever described in the Deed of Trust.

2. **Instrument to be Foreclosed.** The instrument to be foreclosed is the Deed of Trust (“Deed of Trust”) recorded as Document Number 2010-114877 of the Official Public Records of Milam County, Texas.

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

Date: Tuesday, November 3, 2020

Time: The sale shall begin at 1:00 p.m. or no later than three hours thereafter. The sale shall be completed no later than 4:00 p.m.

Place: The area of the Milam County Courthouse in Cameron, Texas, designated by the Commissioner’s Court pursuant to Section 51.002 of the Texas Property Code as a place where foreclosure sales are to take place.

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. Such reposting or refileing 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 cash on the date the property is sold.

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 also 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 or substitute trustee to sell the property in one or more parcels and/or sell all or only part of the property.

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 condition of the property.

Pursuant to the Texas Property Code, the trustee or 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 sale.

5. **Type of Sale.** The sale is a nonjudicial Deed of Trust lien foreclosure sale being conducted pursuant to the power of sale granted by that one certain Deed of Trust executed by Luis Ramirez recorded as Document Number 2010-114877 of the Official Public Records of Milam County, Texas.

The Deed of Trust may encumber both real and personal property. If applicable, formal notice is given of Independent Bank's election to proceed against and sell both the real property and the personal property described in the Deed of Trust consistent with Lender's rights and remedies under the Deed of Trust and also section 9.604 of the Texas Business and Commerce Code.

6. **Obligations Secured.** The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligation") in the original principal amount of \$64,375.29 dated April 28, 2010 along with all other indebtedness, and payable to the order of Classic Bank, N.A., and most recently modified, renewed and extended by that certain Extension of Real Estate Note and Lien dated April 28, 2017. Classic Bank, N.A. is the current owner and holder of the Obligation and is the beneficiary under the Deed of Trust.

7. **Default and Request to Act.** Default has occurred under the Obligation and/or 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.

8. A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.) and state law, including section 51.015 Texas Property Code. **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.**

DATED: October 13, 2020.


Shad Robinson
Substitute Trustee

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