

Notice of Foreclosure Sale

("Deed of Trust"):

Dated: October 1, 2019

Grantor: MARCUS FRANKLIN and ERICA JUAREZ

Trustee: JOSHUA HAMBY

Lender: JOHN HOWARD SMITH

Recorded in: Deed of Trust recorded in Volume 1860 Page 710 of the Official Public Records of Howard County, Texas

Secures: Promissory ("Note") in the original principal amount of \$30,000.00, executed by MARCUS FRANKLIN and ERICA JUAREZ ("Borrower") and payable to the order of Lender

Legal Description: Lot 3 and 4, "A" (Less the North 3 feet) Block 14, FAIRVIEW HEIGHTS ADDITION to the City of Big Spring, Howard County, Texas.

Foreclosure Sale:

Date: Tuesday, November 1, 2022

Time: The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 10:00a.m. and not later than three hours thereafter.

Place: The North entrance of the Howard County Courthouse, 300 S. Main, Big Spring, Texas.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that JOHN HOWARD SMITH's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, JOHN HOWARD SMITH, the owner and holder of the Note, has requested Trustee to sell the Property.

FILED at 3:42 ^{POSTED} P.M. O'clock 9/19/22
BRENT ZITNERKOPF, County Clerk, Howard County, Texas
By *Christine Hene* Deputy

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of JOHN HOWARD SMITH's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with JOHN HOWARD SMITH's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

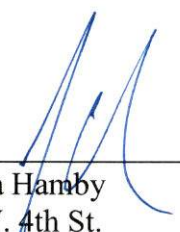
If JOHN HOWARD SMITH passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by JOHN HOWARD SMITH. 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 "AS IS," without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by 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.



Joshua Hamby
107 W. 4th St.
Big Spring, TX 79720
Telephone (432) 263 8395
Telecopier (432) 263 4798

JOSHUA HAMBY P.C.
A PROFESSIONAL CORPORATION

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September 15, 2022

MARCUS FRANKLIN and ERICA JUAREZ
1409 Runnels
Big Spring, TX 79720

Re: Demand for payment and notice of intention to accelerate unpaid principal balance regarding the following instruments, among others (collectively, the "Loan Documents"):

("Deed of Trust"):

Dated: October 1, 2019

Grantor: MARCUS FRANKLIN and ERICA JUAREZ

Trustee: JOSHUA HAMBY

Lender: JOHN HOWARD SMITH

Recorded in: Deed of Trust recorded in Volume 1860 Page 710 of the Official Public Records of Howard County, Texas

Secures: Promissory ("Note") in the original principal amount of \$30,000.00, executed by MARCUS FRANKLIN and ERICA JUAREZ ("Borrower") and payable to the order of Lender

Dear MARCUS FRANKLIN and ERICA JUAREZ:

This letter is written at the request and on behalf of our client, JOHN HOWARD SMITH. Written notice dated July 22, 2022, was served on Borrower by Joshua Hamby on behalf of JOHN HOWARD SMITH by certified mail, return receipt requested, informing Borrower of the existence of one or more defaults under the Note and the Deed of Trust ("Defaults"). The Note, among other things, constitutes part of the indebtedness secured by the Deed of Trust ("Indebtedness"). In that notice, demand was made on Borrower to pay the unpaid past due amounts then owing under the Note and Borrower was advised of JOHN HOWARD SMITH's intention to accelerate the maturity of the Note if the Defaults were not cured.

According to the records of JOHN HOWARD SMITH, Borrower has not cured the

Defaults. Therefore, JOHN HOWARD SMITH, by this letter, accelerates the maturity of the Indebtedness (including all unpaid principal of, and all lawful accrued and unpaid interest and other lawful amounts due under, the Note) and declares the entire Indebtedness immediately due and payable. JOHN HOWARD SMITH makes demand (1) on Borrower and on all persons and entities obligated on the Note (except to the extent that obligation is expressly limited by written contract or applicable law) for payment in full of the entire Indebtedness and (2) on Grantor for payment of rents and proceeds of any rents to which JOHN HOWARD SMITH is entitled under the Loan Documents and Texas Property Code chapter 64, Assignment of Rents to Lienholder.

JOHN HOWARD SMITH has instructed Trustee to sell the Property (as defined in the notice below) at a nonjudicial foreclosure sale ("Foreclosure Sale"). A copy of the Notice of Foreclosure Sale ("Notice") specifying the date, time, place, and terms of the Foreclosure Sale is enclosed with this letter. If all amounts due and owing have not been paid or if other arrangements satisfactory to JOHN HOWARD SMITH have not then been made by the Foreclosure Sale, Trustee will conduct the Foreclosure Sale on the date and at the time and place specified in the Notice, as authorized by and in accordance with the provisions of the Deed of Trust and applicable law.

If the proceeds of the Foreclosure Sale are insufficient to repay the Indebtedness, then, except to the extent the Indebtedness is expressly nonrecourse or any party's liability is expressly limited by written contract or applicable law, each person and entity obligated to repay the Indebtedness will be jointly and severally liable for the deficiency.

If any party who receives this letter is a debtor in a bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code (title 11 of the United States Code), this letter is merely intended to be written notice of the defaults under the Note in compliance with the Loan Documents and applicable law. This letter is not an act to collect, assess, or recover a claim against that party, nor is this letter intended to violate any provisions of the Code. Any and all claims that JOHN HOWARD SMITH asserts against that party will be properly asserted in compliance with the Code in the bankruptcy proceeding. In addition, all of JOHN HOWARD SMITH's claims, demands, and accruals regarding the Loan Documents, 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.

Nothing contained in this letter is intended to waive any default or event of default; waive any rights, remedies, or recourses available to JOHN HOWARD SMITH; or be an election of remedies resulting from any default that may exist with respect to the Loan Documents.

You may contact JOHN HOWARD SMITH at 234 Doc Bryson, Bastrop, TX 78602, regarding any questions that you may have, including the outstanding balance of the past due amounts on the Note as of any particular date. If you have any questions that you believe I can answer, you or your attorney may contact me at the telephone number or address listed below.

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.

Sincerely yours,



Joshua Hamby

Attorney for JOHN HOWARD SMITH

State Bar No.: 24034471

hambyfirm@yahoo.com

107 W. 4th St.

Big Spring, TX 79720

(432) 263 8395

(432) 263 4798

Certified Mail No. 7012 2920 0002 2717 6659

Return Receipt Requested