

NOTICE OF SUBSTITUTE TRUSTEE SALE

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. Date, Time, and Place of Sale.

Date: July 7, 2020

Time: 10:00 a.m. or not later than three hours after that time.

Place: McCulloch County Courthouse, AT THE STEPS AT THE FRONT DOOR, WHICH IS THE SOUTH DOOR OF THE COURTHOUSE

2. Property to be Sold: The property to be sold is commonly known as follows:

1928 South Bridge Street, Brady, Texas 76825

and legally described as follows:

Lot Nos. 16, 17 and 18, Block No. 6, Stanburn Addition to the City of Brady, McCulloch County, Texas, as shown on the map or plat of said Addition now in general use and of record in Volume 27, Page 350, Deed Records, McCulloch County, Texas, SAVE AND EXCEPT the East 10 feet of said lots heretofore conveyed for highway purposes.

3. Instrument to be Foreclosed: The instrument to be foreclosed is the Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Instrument made as of 10/24/2018 and recorded 11/29/2018 as Document No. 50075 in the real property records of McCulloch County, Texas, with ARTURO GLORIA and KATHY GLORIA, husband and wife as joint tenants, as Trustor, and LOW ALTITUDE, LLC, as Lender and Beneficiary.

4. Terms of Sale: The sale will be conducted as a public auction to the highest bidder for cash. 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. Any conveyance of the property is subject to all matters of record affecting the property.

5. Appointment of Substitute Trustee: In accordance with Texas Property Code Sec. 51.0076, the undersigned authorized agent for the mortgage servicer has named and appointed, and by these presents does name and appoint, THE HICKLIN FIRM, STEPHEN T. HICKLIN, LINDA J. REPPERT, OR HOWARD WHITNEY, Substitute Trustee to act under and by virtue of said Deed of Trust.

6. Obligation Secured: Deed of Trust or Contract Lien executed by , securing payment of the indebtedness in the original principal amount of \$109,000.00, and obligations therein described, including, but not limited to, the promissory note; and all modifications, renewals and extensions of the promissory note. LOW ALTITUDE, LLC is the current mortgagee of the note and deed of trust or contract lien.

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JUN 04 2020

Christine A. Jones
McCulloch County Clerk

7. Default: A default has occurred in the payment of indebtedness, and the maturity of the promissory note has been accelerated and all sums secured by the Deed of Trust are declared to be immediately due and payable. The owner and holder of the note has requested to sell said property to satisfy said indebtedness.

8. Mortgage Servicer Information: The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the property referenced above. **Superior Loan Servicing**, as Mortgage Servicer, is representing the current Mortgagee, whose address is:

**C/O Superior Loan Servicing
24013 Ventura Blvd., Suite 200
Calabasas, CA 91302
Phone: (818) 483-0027**

9. Limitation of Damages: If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's attorney.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE 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.

Dated: 6/3/2020



THE HICKLIN FIRM
STEPHEN T. HICKLIN, Attorney at Law
17821 E. 17th Street, Suite 295
Tustin, CA 92780
657-294-5060

Substitute Trustee and Attorney or Authorized Agent of the Mortgagee or Mortgage Servicer

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Certificate of Posting

I am Linda J. Reppert whose address is 14841 Dallas Parkway, Suite 425, Dallas, TX 75254. I declare under penalty of perjury that on June 4, 2020 I filed and / or recorded this Notice of Foreclosure Sale at the office of the McCulloch County Clerk and caused it to be posted at the location directed by the McCulloch County Commissioners Court.

By: Linda J. Reppert

Return to: Bonial & Associates, P.C., 14841 Dallas Parkway, Suite 425, Dallas, TX 75254

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McCulloch County Clerk