

JAN 24 2023

NOTICE OF FORECLOSURE SALE KAY HARDIN, COUNTY CLERK
YOUNG COUNTY, TEXAS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

January 24, 2023

Deed of Trust: Deed of Trust (The term "Deed of Trust" herein shall mean the Deed of Trust as so modified, renewed, and/or extended.)

Dated: August 31, 2021

Trustee:

Daniel L. De La Cruz

Address:

408 Fourth Street

Graham, TX, 76450

Substitute Trustee:

Dan Branum

Address:

103 E. Main St.

Olney, TX, 76374

Grantor: Homero Beltran Del Rio, Jr.

Mortgagee: Hayes & Wiley Prime, LLC (hereafter "Lender")

Recording Information: Instrument No. 21003616 of the real property records of Young County, Texas.

Property Address: 605 N. Ave C, Olney, TX 76374

Legal Description: Tract or parcel of land situated in Town of Olney, Texas, being out of TE&L Company Survey No. 157, Abstract No. 404, Young County, Texas, described by metes and bounds as follows:

BEGINNING at the Southeast corner of a lot deeded by J.M. Bloodworth et ux to W.J. Shaw by deed dated August 26, 1908, and recorded in Volume 108, Page 121 Deed Records of Young County, Texas;
THENCE South 190 feet to street or alley;
THENCE West 185 feet to alley;
THENCE North 190 feet to Southwest corner of Shaw lot;
THENCE East 185 feet to Place of Beginning.

Also known as TE&L 157 – A-0404 – TR 11 – Cert H7. Also known by Property ID 7850 in the Young County Appraisal District. This Property is also described in the attached Exhibit A.

Note Secured by Deed of Trust: Promissory Note (The term “Note” herein shall mean the Note as so modified, renewed, and/or extended.)

Date: August 31, 2021

Original Principal Amount: \$30,600.00

Maker: Homero Beltran Del Rio, Jr.

Lender: Hayes & Wiley Prime, LLC

Property: All property and improvements as described in the Deed of Trust (*See Exhibit A*), with the exception of any Released Property.

Sale Location: 516 Fourth Street, Graham, Texas 76450, on the front steps of the Young County Courthouse, at the steps of the Young County Courthouse.

Sale Time: The public auction of the Foreclosure Sale will take place between the hours of 10:00 AM and 4:00 PM. The sale will begin at 11:00 A.M. or within three hours from that time.

Sale Date: Tuesday, March 7, 2023

Terms of the Sale: This public Foreclosure Sale will sell all property “AS IS” to the highest cash bidder, with the exception of the Lender, who will be allowed to bid credit against the amount owed under the obligation secured in the Deed of Trust.

Due to the default under the terms of the Deed of Trust, the Lender directed the Substitute Trustee to administer the trust provisions.

The above described Deed of Trust encumbers real property. This document constitutes formal notice by the Lender to foreclose and sell the property as described in the Deed of Trust in accordance with the terms of the Texas Business and Commerce Code and the Deed of Trust.

The Foreclosure Sale will commence on Tuesday, March 7, 2023, between the hours of 10:00 AM and 4:00 PM and in accordance with the details as further set forth above. At that time, the Substitute Trustee will direct the sale of the property described in the Deed of Trust in manner as allowed by the Deed of Trust and applicable Texas law.

If there is any postponement or rescheduling of the Foreclosure Sale, additional notice will be posted and filed in accordance with the terms of the Deed of Trust and applicable Texas law.

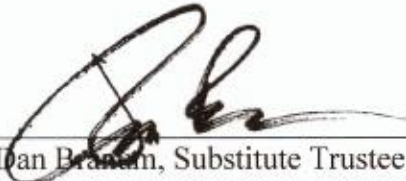
Potential purchasers are reminded that this sale of property is made subject to the exceptions to conveyance and warranties of the Deed of Trust, all prior liens and defects to title, and any rights of recession as set forth in the Texas Property Code. Potential purchasers should examine the property records describing the property within the Deed of Trust for further assurances.

This property will be sold "AS IS" to the highest cash bidder. Please be aware that the sale of this property will not include any possession warranties, title warranties, warranties of quiet enjoyment or other warranties, except as expressly provided by the Deed of Trust. All potential purchasers should conduct examinations of the property records for further assurances.

The Substitute Trustee will establish conditions for the Foreclosure Sale as are deemed reasonable and in accordance with the Texas Property Code. Any conditions beyond what are listed in this document will be disclosed prior to the opening of bidding on the day of the Foreclosure 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.

THIS DOCUMENT ASSIGNS DAN BRANUM AS THE SUBSTITUTE TRUSTEE IDENTIFIED TO CARRY OUT THE SALE OF PROPERTY IDENTIFIED IN THE SECURITY INSTRUMENT AS SET FORTH IN THIS NOTICE OF FORECLOSURE SALE. THE SIGNER OF THIS DOCUMENT IS THE DULY AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.



Dan Branum, Substitute Trustee

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Deed of Trust

Basic Information

Date: August 31, 2021

Grantor: Homero Beltran Del Rio, Jr., a single person

Grantor's Mailing Address:

Homero Beltran Del Rio, Jr.
605 N. Ave C
Olney, Texas 76374

Trustee: Daniel L. De La Cruz

Trustee's Mailing Address:

408 Fourth Street, Ste. B
Graham, Texas 76450

Lender: Hayes & Wiley Prime, LLC, a Texas limited liability company

Lender's Mailing Address:

Hayes & Wiley Prime, LLC, a Texas limited liability company
P.O. Box 9
Loving, Texas 76374
Young County, Texas

Obligation

Note:

Date: August 31, 2021

Original principal amount: \$34,000.00

Borrower: Homero Beltran Del Rio, Jr.

Lender: Hayes & Wiley Prime, LLC

Maturity date: September 1, 2025

Terms of Payment: \$3,400.00 down and weekly payments of \$789.54 at 10% interest.

Other Debt:

None.

Property (including any improvements):

Tract or parcel of land situated in the Town of Olney, Texas, being out of T. E. & L. Company Survey No. 157, Abstract No. 404, Young County, Texas, described by metes

and bounds as follows:

BEGINNING at the Southeast corner of a lot deeded by J.M. Bloodworth et ux to W.J. Shaw by deed dated August 26, 1908, and recorded in Volume 108, Page 121 Deed Records of Young County, Texas;
THENCE South 190 feet to street or alley;
THENCE West 185 feet to alley;
THENCE North 190 feet to Southwest corner of Shaw lot;
THENCE East 185 feet to Place of Beginning.

Prior Lien:

None.

Other Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in the deed to Grantor as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021, and subsequent assessments for that and prior years due to change in land usage, ownership, or both.

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgage clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2 Grantor agrees to-

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;

- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lender of any change of address.

C. Lender's Rights

C.1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Grantor may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy.

C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. COLLATERAL PROTECTION INSURANCE NOTICE

In accordance with the provisions of Section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantor as follows:

(A) the Grantor is required to:

- (i) keep the collateral insured against damage in the amount the Lender specifies;
- (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and
- (iii) name the Lender as the persons to be paid under the policy in the event of a loss;

(B) the Grantor must, if required by the Lender, deliver to the Lender a copy of the policy and proof of the payment of premiums; and

(C) if the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lender may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.

C.7. If a default exists in payment of the Obligation or performance of Grantor obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may-

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lender's rights with respect to rent under the Texas Property

Code as then in effect;

- c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.8. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will-

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order-

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

E.5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release

any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

E.7. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.

E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.10. When the context requires, singular nouns and pronouns include the plural.

E.11. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

E.12. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.

E.13. GRANTOR MAY FURNISH ANY INSURANCE REQUIRED BY THIS DEED OF TRUST EITHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS.

E.14. If Grantor transfers any part of the Property without Lender's prior written consent, Lender may declare the Obligation immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the Property; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; (g) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the Property; or (h) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the Property.

E.15. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.16. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

E.17. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.

E.18. Grantor will have full recourse liability for repayment of the principal and any interest of the Note and the performance of all covenants and agreements of Grantor in this Deed of Trust.

E.19. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if an attorney is retained for its enforcement.

E.20. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.21. The term Lender includes any mortgage servicer for Lender.

E.22. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.

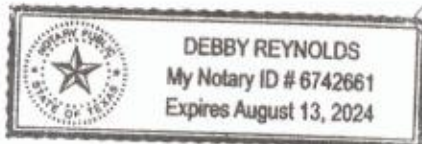
E.23. Grantor represents that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is in payment of the purchase price of the Property; the debt is secured both by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose either of the liens without waiving the other or may foreclose both.

Homero Beltran Del Rio, Jr.
Homero Beltran Del Rio, Jr.

STATE OF TEXAS)
COUNTY OF YOUNG)

This instrument was acknowledged before me on August 31, 2021, by Homero Beltran Del Rio, Jr.



Debby Reynolds
Notary Public, State of Texas
My commission expires: 8-13-21

PREPARED IN THE OFFICE OF:

De La Cruz & Reddell, PLLC
408 Fourth Street, Suite B
Graham, Texas 76450
Tel: (940) 549-5555
Fax: (940) 282-2254

AFTER RECORDING RETURN TO:

De La Cruz & Reddell, PLLC
408 Fourth Street, Suite B
Graham, Texas 76450
Tel: (940) 549-5555
Fax: (940) 282-2254

KAY HARDIN

COUNTY CLERK



516 Fourth Street
Graham, Texas 76450

PHONE (940) 549-8432

DO NOT DESTROY
WARNING-THIS IS PART OF THE OFFICIAL RECORD

INSTRUMENT NO. 21003616

FILED FOR RECORD ON: OCTOBER 26, 2021 01:53PM 7PGS \$50.00

SUBMITTER: HAYES & WILEY PRIME LLC

RETURN TO:

HAYES & WILEY PRIME LLC
PO BOX 9
LOVING TX 76460

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped here on by me and was duly RECORDED in the Official Public Records of YOUNG COUNTY, TEXAS.

BY:

Kay Hardin

Kay Hardin, Young County Clerk

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW