

NOTICE OF FORECLOSURE SALE

FILED FOR RECORD
HOPKINS COUNTY, TEXAS

Notice is hereby given of a public nonjudicial foreclosure sale.

2018 DEC 11 P 2:20

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

3999 TX Hwy 11 East, Sulphur Springs, Texas 75482

DEBBIE SHIRLEY
COUNTY CLERK

DEPUTY

The real property more particularly described on Exhibit "A" attached hereto and made a part hereof, together with the rights, appurtenances and improvements thereto and certain other personal property as more particularly described in the Deed of Trust referenced herein.

2. **Instrument to be Foreclosed.** The instrument to be foreclosed is the Deed of Trust (herein so called) executed by **Mari I. Aguilar** ("Borrower") to **Julie Pettit**, Trustee for the benefit of **READY MORTGAGE CORP.**, covering the property described above. The Deed of Trust is dated **8/16/2017**, and is recorded under **Instrument #2017-4179** of the Real Property Records of **HOPKINS** County, **Texas**.

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

Date: **1/1/2018** (the first Tuesday of said Month)

Time: The sale shall begin no earlier than **1:00 P.M** or no later than three hours thereafter.

Place: The sale will take place at the **HOPKINS** County Courthouse at the place designated by the **HOPKINS** County Commissioner's Court (if no such place is so designated, the sale will take place in the area where this Notice is posted)

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 refiling 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 day 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 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 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. 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 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. Type of Sale. The sale is a nonjudicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust.

6. 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 unpaid principal and interest owing on that certain note (the "Note") dated 8/16/2017, in the original principal amount of **\$32,450.00**, executed by Borrower, and payable to the order of **READY MORTGAGE CORP.**; (b) and all renewals, modifications and extensions of the note; and (c) any and all present and future indebtedness of Borrower to **READY MORTGAGE CORP.** **READY MORTGAGE CORP.** is the current owner and holder of the Note and the Obligations and is the beneficiary under the Deed of Trust. **READY MORTGAGE CORP.** is also the current Lender (Mortgagee) Servicer of the Note.

Questions concerning the sale may be directed to the undersigned or to the beneficiary:

READY MORTGAGE CORP.
Attention: Shanna Kolp
301 S. Sherman Street, Ste. 117
Richardson, Texas 75081
Telephone: (972) 336-3339

7. 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 as substitute trustee to conduct the sale.

DATED: 12/11/2018



Krista Bass, Substitute Trustee

1306 FM 198 E
Lake Creek, TX 75450
Phone: 903-249-9924
Fax: 972-421-1994

Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse are 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.

EXHIBIT "A"

3999 TX Hwy 11 East, Sulphur Springs, Texas 75482

Property Legal Description

All that certain tract or parcel of land situated in Hopkins County, Texas about 4 miles SE from the City of Sulphur Springs, and being a part of the Nacagdoches University Survey, Abstract No. 693 and desribed as follows, to-wit:

BEGINNING at a stake in the NBL of the ROW of State Highway 11, the SEC of the Second Tract of land described in a deed from M. W. Morgan et ux to John Orr, Jr., et us, dated September 9, 1967, recorded in Volume 314, Page 64, Deed Records, HOPKINS County, Texas;

THENCE North 52 degrees 30 minutes West with the NBL of said ROW 124 feet to a stake for corner;

THENCE North 37 degrees 0 minutes East 165 feet to a stake for corner;

THENCE South 52 degrees 30 minutes East 124 feet to a stake in the EBL of said Second Tract described in the deed from M. W. Morgan et ux to John Orr, Jr., et ux referred to above;

THENCE South 37 degrees 0 minutes West with the EBL of said tract 165 feet to the place of the beginning.

BEING the same land described in a deed executed by Roy SMith to Doyle W. Potts and Kimberly L. Potts, dated July 30, 1990, recored in Volume 101, Page 12, Real Property Records, HOPKINS County, Texas.

THE STATE OF TEXAS §
§
COUNTY OF HOPKINS §

AFFIDAVIT OF POSTING

Affiant:

Krista K Bass
(Printed Name)

Definitions

Posting Date:

12/11/2018

Notice:

Notice of Foreclosure Sale, a true and correct copy of which is attached hereto and incorporated herein by reference.

Property:

3999 TX Hwy 11 East, Sulphur Springs, Texas 75482

Property County:

HOPKINS

Authorized

Trustee or Substitute: TRUSTEE or Krista Bass, Barbara Doering, Jordan Pettit, Craig Pettit or Jarrod Pettit

BEFORE ME, the undersigned authority, on the date set forth below, personally appeared Affiant who, after first being duly sworn by me according to law, upon oath deposed and said:

"My name is that of Affiant. I am duly authorized and competent to make this Affidavit. The facts and matters set forth in this Affidavit are within my personal knowledge, and they are all true and correct."

"On or before the Posting Date, at the request of Authorized Trustee, I posted a copy of the Notice at the officially designated place of the Property County where notices of Trustee Sales are customarily posted and I filed a duplicate of the Notice with the county clerk office of the Property County on that same day."

Affiant:

Maria C. Ortega

STATE OF TEXAS §
COUNTY OF Hopkins §

On this day of 11 December, 18, before me the undersigned, a Notary Public in and for said State, personally appeared Krista Kay Lynn Bass, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument and acknowledged that (s)he executed the same in the capacity represented.

WITNESS my hand and official seal.

Signature: Maria C. Ortega

(Reserved for official seal)

Name (typed or printed)

My Commission expires: 11-09-2022

