

2022.09  
**Notice of Substitute Trustee's Sale**

Date: July 29, 2022

Deed of Trust ("Deed of Trust"):

Dated: May 4, 2021  
Grantor: Javier Rivera and Daisy Lizette Diaz  
Trustee: M. Shane Turner  
Lender: Humberto Mendoza  
Recorded in: Volume 854, Page 346 of the Official Public Records of Moore County, Texas  
Secures: Real Estate Lien Note ("Note") in the original principal amount of \$41,850.00, executed by Javier Rivera and Daisy Lizette Diaz ("Borrower") and payable to the order of Lender  
Substitute Trustee: Juan Roman  
c/o Nick Phillips  
3310 I-40 West  
Amarillo, Texas 79102

2022.09  
13 Pd  
Braks & Braks PC  
BRENDA MCKANNA  
COUNTY CLERK  
2022 AUG -3 AM 9:33  
MOORE COUNTY, TEXAS  
BY *Jessie Henry*  
DEPUTY

Foreclosure Sale:

Date: Tuesday, September 6, 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 10:00 a.m. and not later than three hours thereafter.  
Place: In the Center Area of the Hall on the First Floor of the Original (Main Building) Courthouse in Moore County, Texas, or, if the preceding area(s) is/are no longer the area(s) designated by the Moore County Commissioner's Court, at the area most recently designated by the Moore County Commissioner's Court.  
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 Humberto Mendoza'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, Humberto Mendoza, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Humberto Mendoza's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Humberto Mendoza'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, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Humberto Mendoza 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 Humberto Mendoza. 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, Substitute 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 Substitute 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.**

**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.**



Nick Phillips, Attorney for Lender, Humberto Mendoza

2022.10

Notice of Substitute Trustee's Sale

Date: July 29, 2022

Deed of Trust ("Deed of Trust"):

Dated: June 11, 2021

Grantor: Carlos Mendoza

Trustee: M. Shane Turner

Lender: Humberto Mendoza

Recorded in: Volume 856, Page 600 of the Official Public Records of Moore County, Texas

Secures: Real Estate Lien Note ("Note") in the original principal amount of \$58,275.00, executed by Carlos Mendoza ("Borrower") and payable to the order of Lender

Substitute Trustee: Juan Roman  
c/o Nick Phillips  
3310 I-40 West  
Amarillo, Texas 79102

13<sup>th</sup> pd  
Brooks & Brooks PC

BRENDA MCKANNA  
COUNTY CLERK

2022 AUG -3 AM 9: 34

MOORE COUNTY, TEXAS  
BY *Juan Roman*  
DEPUTY

Foreclosure Sale:

Date: Tuesday, September 6, 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 10:00 a.m. and not later than three hours thereafter.

Place: In the Center Area of the Hall on the First Floor of the Original (Main Building) Courthouse in Moore County, Texas, or, if the preceding area(s) is/are no longer the area(s) designated by the Moore County Commissioner's Court, at the area most recently designated by the Moore County Commissioner's Court.

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 Humberto Mendoza'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, Humberto Mendoza, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

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Nick Phillips, Attorney for Lender, Humberto Mendoza

2022-11

**Notice of Substitute Trustee's Sale**

Date: July 29, 2022

Deed of Trust ("Deed of Trust"):

Dated: August 31, 2021  
Grantor: Carlos Escalante  
Trustee: M. Shane Turner  
Lender: Humberto Mendoza  
Recorded in: Volume 861, Page 383 of the Official Public Records of Moore County, Texas  
Secures: Real Estate Lien Note ("Note") in the original principal amount of \$43,175.00, executed by Carlos Escalante ("Borrower") and payable to the order of Lender  
Substitute Trustee: Juan Roman  
c/o Nick Phillips  
3310 I-40 West  
Amarillo, Texas 79102

BRENDA MCKANNA  
COUNTY CLERK

2022 AUG -3 AM 9:35

MOORE COUNTY TEXAS  
BY *[Signature]*  
DEPUTY

Foreclosure Sale:

Date: Tuesday, September 6, 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 10:00 a.m. and not later than three hours thereafter.  
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Nick Phillips, Attorney for Lender, Humberto Mendoza