

Filed Oct 6, 2020  
at 11:03 o'clock A M  
Haydee Torres  
Haydee Torres, County Clerk, Kimble County, Texas

**NOTICE OF FORECLOSURE SALE**

Date: October 6, 2020

Deed of Trust-Security Agreement-Financing Statement (the "Deed of Trust")

Dated: May 12, 2017

Grantor: Mifra Yaseen

Trustee: Twila Leistikow

Lender: Ava Marine, LLC

Recorded in: Volume 85, Page 233 of the Official Public Records Kimble County, Texas

Legal Description: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, including the real property described in the attached Exhibit A, and all rights and appurtenances thereto

Secures: Promissory Note ("Note") in the original principal amount of \$486,000.00, dated May 12, 2017, executed by Mifra Yaseen ("Borrower") and payable to the order of Ava Marine, LLC ("Lender")

Assumption Agreement and Modification And Extension ("Agreement"): Dated February 20, 2020, recorded in Volume 105, Page 59 of the Official Public Records of Kimble County, Texas, between Ava Marine, LLC, a Texas limited liability company ("Lender"), and John Price, Trustee of the Segovia Land Trust ("Assuming Party")

Substitute Trustee: Jeannie Choate

Substitute Trustee's Address: 141 F.M. Highway 1773, Menard, Texas 76859

Trustee: Twila Leistikow

Trustee's Address: 150 East Pine Street, Junction, Texas 76849

Foreclosure Sale:

Date: December 1, 2020

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: The steps of the west entrance of the Kimble County Courthouse and adjacent foyer, 501 Main Street, Junction, Texas, as designated by the Kimble County Commissioners 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 Ava Marine, LLC'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, Ava Marine, LLC, the owner and holder of the Note, has requested the Substitute Trustee to sell the Property.

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

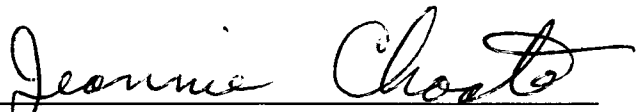
If Ava Marine, LLC, passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

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. 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, the 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 the 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.**

  
Jeannie Choate, Substitute Trustee

## EXHIBIT A

### Real Property

**First Tract:** A 2.47 acre tract out of the B. B. & C. Railroad Co. Survey No. 667, Abstract No. 43 in Kimble County, Texas; being that certain 2.47 acre (deed/called acreage) tract as conveyed to Radha Shri, Inc. by General Warranty Deed recorded in Volume 159, Page 579, Deed Records, Kimble County, Texas; said 2.47 acre tract of land being more particularly described as follows:

Beginning at a 1/2" iron rod found at the east corner of the said 2.47 acre Radha Shri, Inc. tract, being in the southwest Right-of-Way line of Interstate Highway No. 10, for the east corner hereof;

Thence S 46° 00' 48" W (BASE BEARING), a distance of 414.89 feet to a 1/2" iron rod found at the south corner of the said 2.47 acre Shri, Inc, tract, for the south corner hereof;

Thence N 44° 57' 38" W, a distance of 237.77 feet to a 1/2" iron rod found at the west corner of the said 2.47 acre Radha Shri, Inc. tract, for the south corner of that certain 1.53 acre (deed/called acreage) tract as conveyed to Dilip K. Khatri by General Warranty Deed with Vendor's Lien recorded in Volume 163, Page 473, Deed Records, Kimble County, Texas, for the west corner hereof;

Thence with the common line between the said 2.47 acre Radha Shri, Inc. tract and the said 1.53 acre Khatri tract the following nine (9) courses:

1. N 46° 01' 48" E, a distance of 131.01 feet to a 1/2" iron rod found;
2. N 44° 20' 06" W, a distance of 127.14 feet to a 1/2" iron rod found;
3. N 46° 02' 05" E, a distance of 52.38 feet to a 1/2" iron rod found;
4. N 43° 31' 15" W, a distance of 17.17 feet to a 1/2" iron rod found;
5. N 46° 40' 18" E, a distance of 34.83 feet to a 1/2" iron rod found;
6. S 43° 08' 23" E, a distance of 24.36 feet to a 1/2" iron rod found;
7. S 47° 36 ' 02" W, a distance of 20.99 feet to a mag nail found;
8. S 43° 53' 38" E, a distance of 120.11 feet to a 1/2" iron rod found;

9. N 46° 00' 20" E, a distance of 218.85 feet to a 1/2' iron rod found at the north corner of the said 2.47 acre Radha Shri, Inc. tract, being the east corner of the said 1.53 acre Khatri tract, being In the southwest R.O.W. line of Interstate Highway No. 10, for the north corner hereof;

Thence with the southwest R.O.W. line of Interstate No. 10, S 44° 56' 53" E, a distance of 237.75 feet to the Point of Beginning, containing 2.47 acres of land, more or less.

**Second Tract:** Being a 0.93 acre, more or less, tract or parcel of land out of the B.B.B. & C. R.R. Co. Survey No. 667, Abstract No. 43, in Kimble County, Texas, out of and part of that 43.50 acre tract conveyed from Bank of Commerce to Segovia, Inc. by General Warranty Deed dated the 5th day of March, 1987, and recorded in Volume 111, Page 145, Deed Records of Kimble County, Texas, being more particularly described by metes and bounds as follows:

Beginning at a 1/2" Iron stake found at the West corner of a 2.47 acre tract conveyed to Radha Shri, Inc. by General Warranty Deed recorded in Volume 159, Page 579, Deed Records of Kimble County, Texas, the South corner of that 1.53 acre tract conveyed to Dilip K. Khatri by General Warranty Deed with Vendor's Lien recorded In Volume 163, Page 473, Deed Records of Kimble County, Texas, the East corner of a 0.59 acre tract surveyed this day; for the North corner hereof, from which the Northwest corner of Survey No. 667 bears approximately 427 ft. North, and 2616 ft. West;

Thence with the Southwest line of said 2.47 acre tract, S 45° 01' 17" E 237.81 ft. to a 1/2" iron stake found at the South corner of said 2.47 acre tract, for the East corner hereof, in the Northwest line of a 12.00 acre tract surveyed this day;

Thence with the Northwest line of said 12.00 acre tract, S 69° 39' 47" W 263.45 ft. to a set 1/2" iron stake, for the South corner hereof;

Thence N 20° 56' 24" W 143.32 ft. to a set 1/2" iron stake for the West corner hereof, the South corner of said 0.59 acre tract;

Thence with the Southeast line of said 0.59 acre tract, N 45° 56' 54" E 180.93 ft. to the Place of Beginning, containing 0.93 acres of land, more or less, within these metes and bounds.

The land described in Tract One and Tract Two is the same land described in a Deed from Radha Shri, Inc., to Ava Marine, LLC, dated October 27, 2009, recorded in Volume 33, Page 144 of the Official Public Records of Kimble County, Texas.

### **Personal Property**

All of the personal property located in, on or around the Real Property, including, but not

limited to furniture, appliances, machinery, equipment, signs, air and heating air conditioning units, awnings, screens, cabinets, shades, blinds, draperies, carpets, plumbing, heating, air conditioning, lighting, ventilating, refrigerating, refrigerators, microwaves, laundry, and all such fixtures and appurtenances thereto, and computers, computer programs and software, telephones, bedding, pillows, sheets, towels, such other goods and chattels and personal property used or furnished in operating the Real Property or the motel activities conducted therein, and all repairs, renewals or replacements thereof, or articles in substitution therefor or additions thereto, and all accounts, contract rights, instruments, documents, general intangibles, and chattel paper arising from or by virtue of any transactions relating to the Real Property and Personal Property, and all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Real Property and Personal Property, and all proceeds payable or to be payable under each policy of insurance relating to the Real Property and Personal Property, and all products and proceeds of the foregoing.