

NOTICE OF SALE BY SUBSTITUTE TRUSTEE

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB AND ZAPATA

§

MARY JAYNE
VILLARREAL-BONOMO
COUNTY CLERK

2018 JUL 16 A 11:12

THAT, WHEREAS, KAREN D. HEIN A/K/A KAREN D. SEGOVIA ("Borrower"), became indebted to ROBERT P. HEIN ("Lender"), as evidenced by that certain real estate lien note (the "Note"), dated May 28, 2015, in the original principal amount of FORTY-ONE THOUSAND AND NO/100 DOLLARS (\$41,000.00), executed and delivered by Borrower to the order of ROBERT P. HEIN, as payee, bearing interest and being due and payable as therein provided; and

WHEREAS, the indebtedness evidenced by the Note (the "Indebtedness") is secured by, among other items, that certain Deed of Trust (the "Deed of Trust") dated of even date with the Note, executed by Borrower, to DIANA M. GEIS, Trustee, for the benefit of Lender, said Deed of Trust being filed for record and recorded under Clerk's Document No. 1235363, Volume 3804, Page 27, of the Official Public Records of Webb County, Texas and recorded under Clerk's Document No. 2015-00172083, Book OR, Volume 963, Page 296, Official Public Records of Zapata County, Texas, covering any and all of Borrower's right, title, claim, demand, or cause of action [if any] in the following described real property situated in Webb and Zapata Counties, to wit:

663.0 acres, more or less, of which 641.38 acres are in Webb County, Texas and 21.62 acres are in Zapata County, Texas, being out of Porcion 58, Abstract 423 and Porcion 59, Webb County Abstract No. 66 and Zapata County Abstract 156, and being out of the 4332.44 acre "Brazil" Ranch, said property being more particularly described by metes and bounds on attached Exhibit "A" and as Share VII in instrument recorded in Volume 533, Page 499, Deed Records of Webb County, Texas, and Volume 208, Page 47, Deed Records of Zapata County, Texas, to which instrument and the record thereof reference is here made for a complete description of the property;

along with any and all appurtenances, improvements, fixtures and personal property of any kind located thereon or pertaining thereto, including, without limitation, any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other facilities to the extent same pertain to or benefit all or any portion of the Property, including, without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired, and any leases and rents relating

thereto, which are described therein (all of which is hereinafter referred to as the "Premises")

WHEREAS, to the full extent the Deed of Trust or any other security agreement held by Lender covers both real and personal property, including, without limitation, any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit all or any portion of the Property, including, without limitation, all reservations of or commitments or letters covering any such use in the future, any of said personal property which is part of the Premises or which is otherwise covered by a lien or security interest in favor of Lender will be hereinafter included in the definition of Premises as used herein and sold at public sale, hereinafter described, pursuant to Section 9.501(d) of the Texas Uniform Commercial Code;

WHEREAS, **ROBERT P. HEIN** ("Beneficiary") is the current holder and owner of the Deed of Trust and the note secured thereby;

WHEREAS, there may be certain leases, rental agreements, easements and/or other matters (collectively, the "Other Matters") covering and/or affecting the Premises currently in existence;

WHEREAS, the liens securing the payment of the Indebtedness may be senior and superior to one or more of the Other Matters and junior and inferior to one or more of the Other Matters;

WHEREAS, with respect to the liens securing the payment of the Indebtedness, which are senior to the Other Matters and may not so subordinate liens to one or more of the Other Matters;

WHEREAS, in the event Lender/Beneficiary chooses to subordinate its liens securing the Indebtedness of any Other Matters, such decision will be announced at the foreclosure sale;

WHEREAS, default has been made in the payment of the Note and the Indebtedness, and the Note is now unpaid, delinquent and in default;

WHEREAS, Lender/Beneficiary has given all required notices to Borrower and any and all other necessary parties with regard to the defaulted Indebtedness or such notices to such other necessary parties have been waived;

WHEREAS, pursuant to the authority granted in the Deed of Trust, Lender/Beneficiary has appointed **SARA E. DYSART, SANDRA MENDOZA, ARNOLD MENDOZA, W.D. LAREW, MARTIN H. VACCA AND LESLYE EVANS**, to act jointly or separately as Substitute Trustee, under the Deed of Trust pursuant to a duly authorized and executed appointment document;

WHEREAS, Lender/Beneficiary has requested the undersigned to enforce the liens of the Deed of Trust by sale of Borrower's right, title, claim, demand, or cause of action [if any] in the Premises in the manner set forth under the terms of the Deed of Trust and pursuant to the laws of the State of Texas and has instructed the undersigned to offer Borrower's right, title, claim, demand, or cause of action [if any] in the Property for sale toward the satisfaction of the Note; and

WHEREAS, the undersigned Substitute Trustee, acting upon the request of said Lender/Beneficiary, by these presents is hereby posting, filing, and giving notice of foreclosure of the Deed of Trust and the lien thereto in accordance with applicable Texas law and the terms and provisions of the Deed of Trust.

NOW, THEREFORE, I, the undersigned, **SARA E. DYSART, SANDRA MENDOZA, ARNOLD MENDOZA, W.D. LAREW, MARTIN H. VACCA AND LESLYE EVANS**, acting jointly or separately as Substitute Trustee, do hereby give notice that after due publication of this notice as required by law and the Deed of Trust, I will sell Borrower's right, title, claim, demand, or cause of action [if any] in the Premises at public venue, to the highest bidder or bidders, for cash, which sale will begin no earlier than 1:00 p.m. and not later than 4:00 p.m. on the first Tuesday in August next, the same being August 7, 2018 at the County Courthouse in Webb County, Texas, in the area where foreclosure sales are to take place as designated by the Commissioner's Court of said county, said designation having been recorded in the Official Public records of said county.

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.

THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE FOR THE PERSONAL PROPERTY IN THIS DISPOSITION.

THE ADDRESS OF SARA E. DYSART, SANDRA MENDOZA, ARNOLD MENDOZA, W.D. LAREW, MARTIN H. VACCA AND LESLYE EVANS, SUBSTITUTE TRUSTEE, IS 206 PRIMERA DRIVE, SAN ANTONIO, TEXAS 78212. ALL INQUIRIES SHOULD BE SENT TO THIS ADDRESS.

EXECUTED on this the 16 day of July 2018.


Substitute Trustee: Sandra Mendoza
Arnold Mendoza
W.D. Larew
Martin H. Vacca
Leslye Evans

AFTER FILING RETURN TO:

SARA E. DYSART
Attorney at Law
206 Primera Drive
San Antonio, Texas 78212

SHARE VII

663.0 acres, more or less, 641.38 acres of which are in Webb County, Texas and 21.62 acres of which are in Zapata County, Texas, being out of Porcion 58, Abstract 423 and Porcion 59, Webb County Abstract No. 66 and Zapata County Abstract 156, and being out of the above described 4332.44 acre "Brazil" Ranch; this 663.0 acre tract being more particularly described as follows, to-wit:

BEGINNING at a $1\frac{1}{2}$ " galvanized iron pipe set in fence corner, an interior corner of the Bruni Estate Partition Share 7 and the most easterly southeast corner of said 4332.44 acre tract and the most easterly southeast corner of this tract;

THENCE S. $66^{\circ}21'28''$ W. 7823.59 feet with fence and northwest line of Bruni Share 7 and southeast line of said "Brazil" Ranch to a deflection in said line;

THENCE S. $66^{\circ}38'28''$ W. 1738.2 feet with fence and northwest line of Bruni Share 7 to an old iron pipe (found) in fence corner on the occupied south line of Porcion 59 and north line of the Borrego Grant, an interior corner of the Bruni Estate Share 7, the most southerly southeast corner of said 4332.44 acre tract and this tract;

THENCE S. $89^{\circ}52'46''$ W. 58.53 feet with fence and occupied south line of Porcion 59 and north line of the Borrego Grant and Bruni Share 7 to a $1\frac{1}{2}$ " galvanized iron pipe in concrete, the southeast corner of Share VIII of this Partition and the southwest corner of this Share;

THENCE North 5171.06 feet with the east line of said Share VIII to a $1\frac{1}{2}$ " galvanized iron pipe in concrete on the south line of Share V of this Partition being the northeast corner of said Share VIII and the northwest corner of this Share;

THENCE East 8818.96 feet with the south lines of Share V and Share VI of this Partition to a $1\frac{1}{2}$ " galvanized iron pipe under fence on the west line of the Bruni Estate Share 7 being the southeast corner of said Share VI and the northeast corner of this Share;

THENCE S. $90^{\circ}05'44''$ E. 1344.32 feet with fence on the west line of Bruni Estate Share 7 and east line of said 4332.44 acre tract to the place of beginning.

