

NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on **October 24, 2011**, a certain Deed of Trust was executed by **Charles E Mcelroy and Wilma E Mcelroy**, as Trustor(s), in favor of **Scott R. Valby**, as Trustee, and **Mortgage Electronic Registration Systems, Inc.** as Nominee for **New Day Financial, LLC**, its Successors and Assigns as Beneficiary, and was recorded on **November 8, 2011**, in **Book 831 or Page 952**, in the Office of the Recorder of **Medina County, Texas**; and

WHEREAS, the Deed of Trust was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; and

WHEREAS, the Deed of Trust is now owned by the Secretary, pursuant to an assignment dated **June 13, 2017**, and recorded on **June 20, 2017**, under **2017004584**, in the Official Public Records of **Medina County, Texas**; and

WHEREAS, a default has been made in the covenants and conditions of the Deed of Trust in that payments were not made and remains wholly unpaid as of the date of this notice, and no payment has been made sufficient to restore the loan to currency; and

WHEREAS, the entire amount delinquent as of **September 1, 2019** is **\$240,206.72**; and

FILED IN MY OFFICE
GINA CHAMPION

AUG 22 2024

COUNTY CLERK MEDINA CO.

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Deed of Trust to be immediately due and payable;

NOW THEREFORE, pursuant to powers vested in me by the Single Family Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR Part 27 subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on **June 30, 2021**, under Document Number **2021-2021007092**, notice is hereby given that, on **October 1, 2024 at 1pm-4pm local time**, all real and personal property at or used in connection with the following described premises ("Property"), will be sold at public auction to the highest bidder(s):

SEE ATTACHED EXHIBIT "A"

Commonly known as: 1001 Napses St. Catrovillem TX 78009
Permanent Parcel Number: R13422

The sale will be in **the area on the east side of the medina county courthouse Annex, 1300 avenue M, Hondo, Tx 78861, Near the front entrance, or as designated by the county commissioner's office.** The United States Secretary of Housing and Urban Development will bid an amount to be determined.

There will be no proration of taxes, rents or other income or liabilities, except that the purchaser(s) will pay, at or before closing, his (their) pro-rata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making their bids, all bidders, except the Secretary, must submit a deposit totaling 10% of the purchase price in the form of a certified check or cashier's check made out to the United States Secretary of Housing and Urban Development (HUD). Each oral bid need not be accompanied by a deposit. If the successful bid is oral, a deposit of 10% of the purchase price must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of

the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the high bidder, he need not pay the bid amount in cash. The successful bidder(s) will pay all conveyancing fees, all real estate and other taxes that are due on or after the date of closing and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidder(s) will be returned to them.

The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for 15 day increments for a fee paid in advance. The extension fee shall be paid in the form of a certified or cashier's check made payable to the United States Secretary of Housing and Urban Development (HUD). If the high bidder(s) close(s) the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due at closing.

If the high bidder(s) is/are unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidders' deposit may be forfeited, or the high bidder may be liable to the Secretary for any costs incurred as a result of such failure, and the Commissioner may, at the direction of the HUD Field Office Representative, offer the Property to the second highest bidder for an amount equal to the highest price offered by that bidder.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire

purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant.

The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the Deed of Trust agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the United States Secretary of Housing and Urban Development HUD, before public auction of the property is completed.

In the case of a foreclosure involving a monetary default, the amount that must be paid if the Deed of Trust is to be reinstated prior to the scheduled sale is the entire amount of principal and interest which would be due if payments under the Deed of Trust had not been accelerated. In the case of a foreclosure involving a non-monetary default, the amount that must be paid if the Deed of Trust is to be reinstated prior to the scheduled sale is (i) all amounts due under the Deed of Trust agreement (excluding additional amounts which would have been due if Deed of Trust payments had been accelerated); (ii) all amounts of expenditures secured by the Deed of Trust; and (iii) all costs of foreclosure incurred for which payment from the proceeds of foreclosure is provided in 12 U.S.C. 3751, including advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien record searches, the necessary out of pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement.

Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below.

Date: 8/19/2024

Alexis Martin

Foreclosure Commissioner

Candace Sissac

Candace Sissac, Esq. on behalf of
JAMES E. ALBERTELLI, P.A.
HUD Foreclosure Commissioner
6565 N MacArthur Blvd, Suite 470
Irving, TX 75039
Phone: 469-804-8457
Fax: 469-804-8462
cssisac@alaw.net

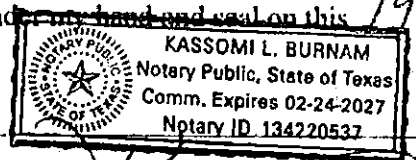
Acknowledgment

State of TEXAS)
County of DALLAS)

Before me the undersigned authority, on this day personally appeared Candace Sissac, known to me (or proved to me through an identity card or other document) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal on this 19 day of August, 2024.

(Seal)



Notary Public *Kassomi L. Burnam*
My Commission Expires: 02.24.2027

EXHIBIT "A"
LEGAL DESCRIPTION

LOT 4 AND THE SOUTHEAST 5.8 FEET OF LOT 5, BLOCK 6, RANGE 4, CASTROVILLE, TEXAS AS RECORDED IN VOLUME 206 ON PAGE 126, OF THE OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

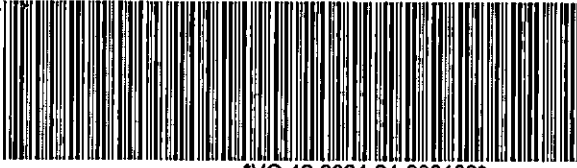
BEGINNING AT A CHAIN LINK FENCE POST, THE SOUTH CORNER OF THIS TRACT AND THE INTERSECTION OF THE NORTHWEST RIGHT OF WAY LINE OF FLORENCE STREET WITH THE NORTHEAST RIGHT OF WAY LINE OF NAPLES STREET;

THENCE N 44 DEGREES 58' 11" W 175.43 FEET (RECORD: N 46 DEGREES 42' 57" W 176.11 FEET) WITH STREET LINE AND SOUTHWEST LINE OF THIS TRACT TO A FOUND #5 REBAR THE WEST CORNER OF THIS TRACT AND THE WEST CORNER OF A "493 SQUARE FOOT" TRACT OUT OF LOT 5 AS DESCRIBED IN VOLUME 326 ON PAGE 140, OF THE OFFICIAL PUBLIC RECORDS OF MEDINA COUNTY, TEXAS;

THENCE N 44 DEGREES 50' 45" E 84.80 FEET (RECORD: N 43 DEGREES 02' 00" E 84.87 FEET) GENERALLY FOLLOWING A WOOD FENCE TO A FOUND #5 REBAR, THE NORTH CORNER OF THIS TRACT AND THE NORTH CORNER OF THE "493 SQUARE FOOT" TRACT;

THENCE S 44 DEGREES 48' 25" E 176.11 FEET (RECORD: S 46 DEGREES 42' 57" E 176.11 FEET) WITH THE NORTHEAST LINE OF LOT 5 AND LOT 4 AND GENERALLY FOLLOWING, WOOD FENCE FOLLOWED BY A CHAIN LINK FENCE TO A CHAIN LINK FENCE POST ON THE NORTHWEST RIGHT OF WAY LINE OF FLORENCE STREET, THE EAST CORNER OF LOT 4 AND THE EAST CORNER OF THIS TRACT;

THENCE S 45 DEGREES 18' 33" W 84.30 FEET (RECORD: S 43 DEGREES 02' 00" W 84.87 FEET) WITH THE NORTHWEST RIGHT OF WAY LINE OF FLORENCE STREET, THE SOUTHEAST LINE OF LOT 4 AND GENERALLY FOLLOWING A CHAIN LINK FENCE TO THE POINT OF BEGINNING, CONTAINING 0.341 OF AN ACRE OF LAND.



VG-42-2024-24-000103

**Medina County
Gina Champion
Medina County Clerk**

Instrument Number: 24-000103

Foreclosure Posting

Recorded On: August 22, 2024 01:41 PM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$2.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

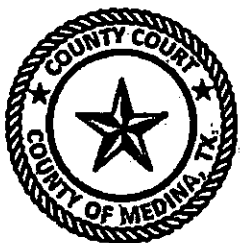
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 24-000103
Receipt Number: 20240822000033
Recorded Date/Time: August 22, 2024 01:41 PM
User: Vanessa W
Station: ccscan3.medinacounty.local

Record and Return To:

CHARLES & WILMA MCELROY



**STATE OF TEXAS
Medina County**

I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Medina County, Texas

Gina Champion
Medina County Clerk
Medina County, TX