

FILE FOR RECORD
JENNIFER LINDENZWEIG
COUNTY CLERK HUNT CO. TX

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

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NOTICE: PURSUANT TO TEXAS TAX CODE SECTION 32.06, THE FORECLOSURE SALE REFERRED TO IN THIS DOCUMENT IS A SUPERIOR TRANSFER TAX LIEN SUBJECT TO RIGHT OF REDEMPTION UNDER CERTAIN CONDITIONS. THE FORECLOSURE IS SCHEDULED TO OCCUR ON MAY 7, 2019.

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.

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

BEING A TRACT OR PARCEL OF LAND SITUATED IN HUNT COUNTY, TEXAS, BEING PART OF THE WILLIAM MASON SURVEY, ABSTRACT NO. 650, BEING PART OF A 103 41/100 ACRE TRACT OF LAND CONVEYED FROM ROBERT J. SPEIGHTS TO HOLLEY K. ECKERT AS RECORDED IN VOLUME 210, PAGE 805 OF THE REAL RECORDS OF HUNT COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN A WARRANTY DEED, DATED JULY 30, 2004, EXECUTED BY HOLLY K. ECKERT, RECORDED IN DOCUMENT NO. 12307, VOLUME 1198, PAGE 43, OFFICIAL RECORDS, HUNT COUNTY, TEXAS.

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

Date: May 7, 2019

Time: The sale shall begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale shall be completed by no later than 1:00 p.m.

Place: In Greenville, TX at the common area at the base of the central stairway on the second floor inside the Hunt County courthouse or the base of the north steps outside of the courthouse in the event the courthouse is closed or at the area designated by the Commissioner's Court as the area where foreclosure sales are to take place.

The deed of trust/contract for foreclosure of tax lien 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 re-filed in accordance with the posting and filing requirements of the Texas Property Code. Such reposting or re-filing may be after the date originally scheduled for this sale.

3. 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. 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 or any Substitute 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.

4. Type of Sale. The sale is a non judicial deed of trust/contract for foreclosure of tax lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust/contract for foreclosure of tax liens executed by Julio Aguillon and Romana Barbossa Hernandez. The deed of trust is dated June 14, 2011 and is recorded in the office of the County Clerk of Hunt County, Texas, under Clerk's Document No. 2011-7640 in the Official Public Records of Hunt County, Texas.

5. 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 (1) the promissory note in the original principal amount of \$6,705.77 executed by Julio Aguillon and Romana Barbossa Hernandez and payable to the order of Propel Financial Services, LLC; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness

of Julio Aguillon and Romana Barbossa Hernandez to Propel Financial Services, LLC. PROPEL FINANCIAL SERVICES, LLC, Agent and Attorney In Fact for Propel Funding National 1, LLC; 12672 Silicon Drive, Ste. 150, San Antonio, TX 78249, is the current owner and holder of the Obligations and is the beneficiary under the deed of trust. Propel Financial Services, LLC, as mortgage servicer, is representing the mortgagee, Propel Funding National 1, LLC under a servicing agreement with the mortgagee.

Questions concerning the sale may be directed to the counsel for the beneficiary:
BRIAN S. BELLAMY: 4330 Gaines Ranch Loop, Suite 150, Austin, Texas, 78735: 512-347-1604;
bbellamy@ssjmlaw.com

6. Default and Request To Act. Default has occurred under the deed of trust, and the beneficiary has requested Brian S. Bellamy, Will Vanderbilt, Steve Santayana and/or Mary Kilany, any to act as Substitute Trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

DATED: February 20, 2019



Brian S. Bellamy, Substitute Trustee
Texas Bar No. 24045476
SAVRICK, SCHUMANN, JOHNSON, MCGARR,
KAMINSKI & SHIRLEY, LLP
4330 Gaines Ranch Loop, Suite 150
Austin, Texas 78735
(512) 347-1604
(512) 347-1676 (Facsimile)
bbellamy@ssjmlaw.com