

**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.**

FILE FOR RECORD  
JENNIFER LINDENZWEIG  
CLERK HUNT CO. TX  
MAY 14 AM 10:46  
DEPUTY

**Notice of Foreclosure Sale**

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

Situated in Hunt County, Texas, and being a tract or parcel of land, a part of land known as Bob Quinn land about 6 miles Northerly from Greenville, and a part of the F. Quintana Survey, Abstract No. 866 and more particularly described and bounded as follows:  
BEGINNING at an iron stake at old fence corner on South Bdry of 184.74 acres in said survey conveyed from Looney to Quinn of record in Volume 934, Page 397 of Hunt County Deed Records, and said beginning point being 2994 feet West along fence and S. Bdry of said Looney to Quinn land from the S.E. corner of said 184.74 acre tract and said point being also N.W. corner of land formerly known as Zula Williams land;  
THENCE East and along fence and property line 1110 feet to iron stake for corner;  
THENCE N. 1 deg. E. 724.1 feet to iron stake in field for corner;  
THENCE N. 79 deg. W. 498 feet to iron stake in field for corner;  
THENCE N. 1 deg. 30' W. along marked line 450 feet to iron stake at center of existing 60 foot access road and at center of cul d sac with radius of 50 feet;  
THENCE N. 88 deg. 30' W. and along center of said access road 602 feet to iron stake for corner;  
THENCE S. 1 deg. 19' W. and along staked line 1241 feet to the place of beginning, and containing 25.93 acres of land of which the Northerly 30 feet are occupied by road right of way and Southerly 1/2 of cul d sac named above.

60 FOOT ROAD ACCESS EASEMENT

Being a strip of land 60 feet in width and 3036.45 feet in length, the outside boundaries of which are 30 feet on either side of and parallel with center line described by traverse as follows:  
BEGINNING at the iron stake in center of existing roadway at N.W. corner of above described 25.9 acres;  
THENCE N. 88 deg. 30' W. along center of road 940 feet to turn;  
THENCE N. 42 deg. 46' 52" W. along center of road 1356.45 feet to turn;  
THENCE N. 89 deg. W. along center of road 740 feet to intersection with Easterly R.O.W. of State Hwy. No. 34 and W. Bdry of Quinn land and containing 4.18 acres of land now occupied by access roadway.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust dated February 1, 2013, executed by Ernie R. Corbett to Larry W. Green, Jr., Trustee, recorded under Document Number 2013-1422, Official Public Records of Hunt County, Texas, securing a Real Estate Lien Note dated February 1, 2013 payable to Fritz-Quinn, L.P., in the original amount of \$47,500.00.

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

Date: June 4, 2019

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

Place: North steps of courthouse, including hallway area 20 feet inside north door on second floor, located at 2507 Lee Street, Greenville, Texas.

The Deed of Trust 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 refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

4. *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 their bid immediately in cash if their bid is accepted.

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. The sale shall not cover any part of the Property that has been released of public record from the lien of 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 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.

5. *Type of Sale.* The sale is a nonjudicial deed-of-trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust dated February 1, 2013, executed by Ernie R. Corbett, recorded under Document Number 2013-1422, Official Public Records of Hunt County, Texas.

The real Property and personal property encumbered by the Deed of Trust will be sold at the sale in accordance with the provisions of the Deed of Trust and as permitted by Section 9.604(a) of the Texas Business and Commerce Code.

6. *Obligations Secured.* The Deed of Trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) Real Estate Lien Note in the original principal amount of \$47,500.00, executed by Ernie R. Corbett, and payable to the order of Fritz-Quinn, L.P. ("Note"), and (b) all renewals and extensions of the Note; and (c) any and all present and future indebtednesses of Ernie R. Corbett. Fritz-Quinn, L.P. is the current holder of the Obligations and is the Beneficiary under the Deed of Trust.


As of May 14, 2019, there is owed the amount of \$45,969.00 on the Note, being principal, interest and attorney fees.

Questions concerning the sale may be directed to the undersigned or to the Beneficiary, Fritz-Quinn, L.P., c/o Michael A. Roberts, P.O. Box 613, Commerce, Texas 75429.

If you are a debtor in a bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code (Title 11 of the United States Code) you should promptly notify the Trustee and the Beneficiary at the addresses set forth in this Notice. If you provide the Trustee with the Bankruptcy Case Number, no further action will be taken to enforce the lien described in this Notice. In addition, all of Beneficiary's claims, demands, and accruals regarding the Obligations as defined in this Notice, whenever made, and whether for principal, interest, or otherwise, are intended to comply in all respects, both independently and collectively, with all applicable usury laws, and are accordingly limited so that all applicable usury laws are not violated.

7. *Default and Request to Act.* Default has occurred under the Deed of Trust, and the Beneficiary has requested me, as 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: May 14, 2019.

  
\_\_\_\_\_  
Larry W. Green, Jr., Trustee  
Pemberton, Green, Newcomb & Weis  
2507 Washington Street  
Greenville, Texas 75401  
(903) 455-1876  
(903) 455-1710 (facsimile)