

3-11 F1


**NOTICE OF SUBSTITUTE TRUSTEE'S SALE FILED FOR RECORD**

at 12:32 o'clock P M

**DEC 12 2024**

T.S. #: 2024-11104-TX

BECKY LANDRUM  
County Clerk, Hunt County, Tex.

By 

**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.**

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

Date: **3/4/2025**  
Time: **The earliest time the sale will begin is 1:00 PM**, or within three (3) hours after that time.  
Place: Hunt County Courthouse, Texas, at the following location: 2507 Lee Street, Greenville, TX 75401 THE COMMON AREA AT THE BASE OF THE CENTRAL STAIRWAY ON THE 2ND FLOOR INSIDE THE COURTHOUSE, OR THE BASE OF THE NORTH STEPS OUTSIDE THE COURTHOUSE, IN THE EVENT THE COURTHOUSE IS CLOSED Or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioners Court, pursuant to section 51.002 of the Texas Property Code.

**Property To Be Sold** - The property to be sold is described as follows:

Being part of Lot 7, SRA Acres, an addition to Hunt County, Texas, as recorded in Volume 400, Page 911, Plat Records, Hunt County, Texas, (P.R.H.C.T.) and being situated in the Rease Price Survey, Abstract No. 822, and being all that tract of land described to GMAC Mortgage, LLC, as recorded in Volume 1703, Page 581, Deed Records, Hunt County, Texas, (D.R.H.C.T.), and being more particularly described as follows:

Commencing at 5/8-inch iron rod concrete monument for the northeast corner of said Lot 7, and being on the east right-of-way line of Private Road 3826 (a 40 foot right-of-way):

Thence South 88 degrees 58'46" West, with the north line of said addition, over and across said Private Road 3826, a distance of 40.00 feet to a 1/2-inch iron rod set with yellow plastic cap stamped TXRPLS 5230 for the Point of Beginning;

Thence South 00 degree 08'46" West, along the west right-of-way line of said Private Road 3826, a distance of 87.87 feet to an angle point, from which a 1/2-inch iron rod set with yellow plastic cap stamped TXRPLS 5230 for witness bears South 68 degrees 37'25" East, 0.98 feet;

Thence South 01 degrees 30'46" West, continuing along said west right-of-way line, a distance of 347.96 feet to a point for corner on the north right-of-way line of FM 751 (a 110 foot right-of-way) from which a 1/2-inch iron rod set with yellow plastic cap stamped TXRPLS 5230 for witness bears South 71 degrees 24'19" East, 4.48 feet;

Thence North 71 degrees 56'52" West, along the north right-of-way line of said FM 751, a distance of 161.69 feet to a point for corner, from which a 1/2-inch iron rod found for witness bears North 06 degrees 06'53" East, 1.82 feet;

Thence North 06 degrees 06'53" East, along the common line between Lot 6 and Lot 7, a distance of 424.49 feet to a 3/4-inch found iron pipe for corner, from which a 1/2-inch iron rod found for witness bears South 34 degrees 45'21" East, 0.24 feet;

Thence South 54 degrees 00'38" East, along a north line of said addition, a distance of 64.07 feet to a 1/2-inch iron rod found for corner;

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Thence North 88 degrees 58'46" East, continuing along a north line of said addition, a distance of 66.09 feet to the Point of Beginning and Containing 58,528 square feet or 1.344 acres of land, more or less.

The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct. References to quantity are for informational purposes only

**Commonly known as:** 9614 PRIVATE ROAD 3826 QUINLAN, TX 75474

**Instrument to be Foreclosed** – The instrument to be foreclosed is the Deed of Trust dated **5/5/2023** and recorded in the office of the County Clerk of Hunt County, Texas, recorded on **5/12/2023** under County Clerk's File No **2023-08667**, in Book -- and Page -- of the Real Property Records of Hunt County, Texas.

<b>Grantor(s):</b>	<b>Tabitha Darlene Rawlings, a single person</b>
<b>Original Trustee:</b>	<b>J. Mark Riebe</b>
<b>Substitute Trustee:</b>	<b>Auction.com, Randy Daniel, Cindy Daniel, Liz Hach, Cheryl Harris, Robert La Mont, David Sims, Harriett Fletcher, Allan Johnston, Ronnie Hubbard, Sheryl LaMont, Sharon St. Pierre, Nestor Solutions, LLC</b>
<b>Original Mortgagee:</b>	<b>Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for TexasBank, its successors and assigns</b>
<b>Current Mortgagee:</b>	<b>Freedom Mortgage Corporation</b>
<b>Mortgage Servicer:</b>	<b>Freedom Mortgage Corporation</b>

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the referenced property securing the above referenced loan.

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**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 mortgagee 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 mortgagee 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.

**Obligations Secured** - The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including by not limited to (1) the promissory note in the original principal amount of \$412,087.00, executed by Tabitha Darlene Rawlings, a single person, and payable to the order of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for TexasBank, its successors and assigns; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of Trustor(s) to the current holder of the Obligations to the mortgagee under the deed of trust.

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Questions concerning the sale may be directed to the undersigned or to the Mortgagee:

**Freedom Mortgage Corporation**  
**11988 EXIT 5 PKWY BLDG 4**  
**FISHERS IN 46037-7939**  
**Phone: (855) 690-5900**

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**Default and Request to Act** - Default has occurred under the deed of trust, and the mortgagee has requested me, as Trustee, to conduct this sale. Notice is given that before the sale the mortgagee may appoint another person substitute trustee to conduct the sale.

Dated: December 12, 2024

Auction.com, Randy Daniel, Cindy Daniel, Liz Hach, Cheryl Harris, Robert La Mont, David Sims, Harriett Fletcher, Allan Johnston, Ronnie Hubbard, Sheryl LaMont, Sharon St. Pierre, Nestor Solutions, LLC



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c/o Nestor Solutions, LLC  
214 5th Street, Suite 205  
Huntington Beach, California 92648  
Phone: (888) 403-4115  
Fax: (888) 345-5501

For sale information visit: [www.xome.com](http://www.xome.com) or Contact (800) 758-8052.

SENDER OF THIS NOTICE:  
AFTER FILING, PLEASE RETURN TO:

Nestor Solutions, LLC  
214 5th Street, Suite 205  
Huntington Beach, California 92648