

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public nonjudicial foreclosure sale.

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

See **Exhibit A** attached hereto and made a part hereof for all intended purposes.

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

Date: Tuesday, November 1, 2022

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

Place: The area of the Hamilton County Courthouse in Hamilton, Texas, designated by the Commissioner's Court pursuant to Section 51.002 of the Texas Property Code as a place where foreclosure sales are to take place.

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. Such reposting or refiling 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 date the property is sold.

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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 or substitute trustee to sell the property in one or more parcels and/or sell all or only part of the property.

Pursuant to 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 condition of the property.

Pursuant to the Texas Property Code, the trustee or 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 sale.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.) and state law, including section 51.015 Texas Property Code. 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.

4. Type of Sale. The sale is a nonjudicial Deed of Trust lien foreclosure sale being conducted pursuant to the power of sale granted by that one certain Deed of Trust executed by Jackie B. Carter, dated February 22, 2008, and recorded in BOOK 423 PAGE 146 of the Official Public Records of Hamilton County, Texas.

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described in the original principal amount of \$49,900.00 executed by Jackie B. Carter payable to the order of Extraco Banks, N.A. dba Extraco Mortgage (collectively the "Obligation"). Extraco Banks, N.A. dba Extraco Mortgage is the current owner and holder of the Obligation and is the beneficiary under the Deed of Trust.

6. 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: October 6, 2022.



Blake Rasner
Substitute Trustee
Haley & Olson, P.C.
100 N. Ritchie Road, Suite 200
Waco, Texas 76712
Telephone: (254) 776-3336
Facsimile: (254) 776-6823
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Exhibit A

EXHIBIT "A"

All that certain tract or parcel of land being a 0.26-acre tract of land, being a portion of Lot No. One (1), Block No. Thirteen (13), Original Town of Hamilton, recorded in Book Y, Page 144 in the Plat Records of Hamilton County, Texas. Also being the land conveyed to Cecil Catchings, Jr. and wife, Gay Lee Catchings, recorded in Book 389, Page 867 in the Deed Records of Hamilton County, Texas. Said 0.26-acre tract shown on the attached plat and being more particularly described by metes and bounds as follows:

Beginning at a 120d nail found at the northeast corner of said Catchings tract, the northeast corner of said Lot No. One (1), Block No Thirteen (13), being in the west line of South Bell Street and in the south line of East Coke Street, for the northeast corner of the herein described tract of land;

Thence S 19 degrees 00 minutes 00 seconds W - 74.81 feet (BEARING BASIS) with the east line of said Catchings tract, the east line of said Lot No. One (1), Block No. Thirteen (13), and the west line of said South Bell Street to a 120d nail found at the northeast corner of a tract of land conveyed to Jearld Lynn Short, Jr., recorded in Book 284, Page 338 in the Deed Records of Hamilton County, Texas, for the southeast corner of the herein described tract of land;

Thence N 70 degrees 45 minutes 49 seconds W - 150.00 feet with the south line of said Catchings tract, the north line of said Short tract, and through said Lot No. One (1), Block No. Thirteen (13) to a 1/2 diameter iron rod set with cap (LETH #3879) in the east line of a called First Tract conveyed to Stacey Lynn Brooks, recorded in Book 399, Page 70 in the Deed Records of Hamilton County, Texas, and in the east line of Lot No. Two (2) of said Block No. Thirteen (13), for the southwest corner of the herein described tract of land;

Thence N 19 degrees 00 minutes 00 seconds E 74.82 with the west line of said Catchings tract, the east line of said Brooks tract, the east line of said Lot No. One (1), Block No. Thirteen (13), and in the west line of said Lot No. Two (2), Block No. Thirteen (13) to a 120d nail found at the south line of said East Coke Street, for the northwest corner of the herein described tract of land;

Thence S 70 degrees 45 minutes 39 seconds E- 150.00 feet with the north line of said Catchings tract, the north line of said Lot No. One (1), Block No. Thirteen (13), and the south line of said East Coke Street to the POINT OF BEGINNING and containing 0.26-acres of land.

FILED and RECORDED

Instrument Number: 20222229 B: RP V: 617 P: 703

Filing and Recording Date: 10/07/2022 01:08:51 PM Recording Fee: 2.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the REAL PROPERTY RECORDS of Hamilton County, Texas.



A handwritten signature in black ink, appearing to read "Cynthia K. Puff", is written over a horizontal line.

Cynthia K. Puff, County Clerk
Hamilton County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.