

NOTICE OF FORECLOSURE SALE

AUG 14 2018

Notice is hereby given of a public non-judicial foreclosure sale.

MARK STAPLES
County Clerk, Anderson County, Texas
By [Signature] Deputy

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

All property (real, personal or otherwise) described in the deed of trust (as hereinafter defined as the "Deed of Trust"), together with the rights, appurtenances and improvements thereto, including, but not limited to, the real property described on **Exhibit A** attached hereto and made a part hereof. In the event any property encumbered by the Deed of Trust has been released by Lender (or its predecessor in interest, as applicable), then said released property shall be excluded from the property sold at foreclosure.

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

Date: **Tuesday, September 4, 2018.**

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: **The sale will take place at the Anderson County Courthouse at the place designated by the Anderson County Commissioner's Court.**

The Deed of Trust permits the Lender (as hereinafter defined) 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 and/or Texas Business and Commerce Code. Such reposting or refiled 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 Lender to have the bid credited 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.

4. Type of Sale. The sale is a non-judicial foreclosure sale being conducted pursuant to the power of sale granted by that certain Deed of Trust (the "Deed of Trust") recorded under Instrument No. 0703136, Book 2024, Page 0892 in the Real Property Records of Anderson County, Texas, and executed by April L. Gonzales, Luisa Gonzales and Jose A. Gonzales (whether one or more, the "Grantor"), for the benefit of 21st Mortgage Corporation ("Lender"), covering the property described above.

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Indebtedness") including but not limited to the unpaid principal and interest owing on: that certain Installment Contract – Security Agreement (the "Note") dated on or about March 8, 2007, executed by the Grantor and payable to the order of Lender, and all renewals, modifications and extensions of the Note. Lender is the current owner and/or holder of the Note and the Indebtedness and is the beneficiary under the Deed of Trust.


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

21st Mortgage Corporation
620 Market Street One Center Square
Knoxville, TN 37902
Phone: 800-955-0021
Fax: 866-231-4851

6. Default and Request To Act. Default has occurred under the Deed of Trust, and Lender has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale Lender may appoint another person as substitute trustee to conduct the sale.

7. Armed Forces Notice. **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.**

DATED: August 15 2018.



Richard A. McKinney, Substitute Trustee
Higier Allen & Lautin, P.C.
The Tower at Cityplace
2711 N. Haskell Ave., Suite 2400
Dallas, Texas 75204
Telephone: (972) 716-1888
Fax: (972) 716-1899

*****PLEASE FAX ALL COMMUNICATIONS REGARDING THIS MATTER TO THE
SUBSTITUTE TRUSTEE AT 972-716-1899 (FAX), NOTE THE SUBSTITUTE
TRUSTEE'S NAME ON YOUR COVER SHEET AND CONTACT THE SUBSTITUTE
TRUSTEE AT 972-716-1888 (PHONE) TO CONFIRM RECEIPT. PLEASE ASSUME
YOUR FAX HAS NOT BEEN RECEIVED UNTIL YOU VERBALLY CONFIRM
RECEIPT THEREOF WITH OUR OFFICE. THANKS IN ADVANCE FOR YOUR
COOPERATION.*****

EXHIBIT A

PROPERTY DESCRIPTION

[FOLLOWS THIS COVER PAGE]

EXHIBIT A

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IT IS THE INTENT OF THESE FIELD NOTES TO DESCRIBE all that certain lot, tract or parcel of land, being 2.00 acres, lying and being situated on the Wilson Spring Survey, A-21 in Anderson County, Texas. Said 2.00 acres being part of that property described in a deed from B. W. Zimm et ux to George W. Pittman on January 27, 1924 and recorded in Volume 1014, Page 19 of the Land Records of Anderson County. Said 2.00 acres being more fully described as follows:

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COMMENCING at the northernmost southeast corner of the tract described in the deed from Zimm to Pittman; THENCE along the north line of said tract, South 88°11'38" West a distance of 404.91 feet; THENCE South 2°05'15" East a distance of 354.23 feet to an iron pin for corner and the PLACE OF BEGINNING, said point being in the center of a 30' wide easement strip described separately, having passed the beginning of said easement strip at 146.98 feet;

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THENCE continuing with the center of said easement strip and with the east line of the tract described herein, South 2°05'38" East a distance of 216.39 feet to a point for corner at the southeast corner of tract described herein;

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THENCE with the south line of tract described herein, South 87°54'24" West a distance of 397.04 feet to a point for corner, at the southwest corner of tract described herein;

THENCE with the west line of tract described herein, North 7°03'15" West a distance of 215.20 feet to a point for corner at the northwest corner of tract described herein;

THENCE with the north line of tract described herein, North 87°54'24" East a distance of 415.69 feet to the PLACE OF BEGINNING.

CONTAINS 2.00 ACRES.