

No. _____

FILED: TIME *2:00 PM*

DEC 07 2017

CLEAR, COUNTY COURT, TERRELL CO., TEXAS

BY *[Signature]* DEPUTY

NOTICE OF TRUSTEE'S SALE

STATE OF TEXAS §
COUNTY OF TERRELL §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by that certain **TEXAS HOME EQUITY DEED OF TRUST** (the "Deed of Trust") dated December 22, 2014, executed by **HECTOR A. MARTINEZ and wife, ESMARALDA L. MARTINEZ** (herein called "Mortgagor", whether one or more) to **GEORGE HANSARD, Trustee**, filed for record in **Vol. 117, p. 238**, of the Deed of Trust Records of Terrell County, Texas, reference to which is hereby made for all purposes, Mortgagor conveyed to the Trustee that certain real property (the "Property") situated in Sanderson, Terrell County, Texas particularly described as follows:

All of Lot Eight (8), in Block Thirty-eight (38), of the original Town of Sanderson, Terrell County, Texas; and known by Street Address as: 318 E. Pine Street, Sanderson, Texas 79848,

together with all improvements and fixtures thereon, to secure payment of certain indebtedness described in a certain **Texas Home Equity Real Estate Note** (the "Note") in the original principal sum of \$74,400.00, executed by Mortgagor and made payable to the order of the **PECOS COUNTY STATE BANK**, ("Beneficiary"), whose address is: P. O. Box 1627, 500 N. Main, Ft. Stockton, Texas 79735, being secured by and more particularly described in the aforesaid Deed of Trust; and,

WHEREAS, in Cause No. 3159, on file in the 63rd Judicial District Court of Terrell County, Texas, the District Court rendered its "**Default Order**" dated November 21, 2017, pursuant to the provisions of Rules 735.1(a), and 736, Texas Rules of Civil Procedure, thereby authorizing the Trustee to proceed with an expedited foreclosure of the referenced Deed of Trust in accordance with the referenced rules of civil procedure; and,

WHEREAS, the Note is in default and the entire unpaid balance thereof is due and payable, and Beneficiary has demanded payment of the Mortgagor, and Beneficiary has given due notice of its intention to have the power of sale set forth in the Deed of Trust enforced; and

WHEREAS, the Beneficiary has directed **GEORGE HANSARD, TRUSTEE**, to enforce the power of sale under the Deed of Trust for the purpose of enforcing the Beneficiary's rights and remedies provided by the Deed of Trust, after giving notice of the time, place and terms of said sale, and the property to be sold, pursuant to the Deed of Trust and the laws of the State of Texas;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That I, **GEORGE HANSARD, TRUSTEE**, hereby give notice that I will, accordingly, after due publication of this Notice, and after having given written notice at least twenty-one (21) days preceding the date of such sale by certified mail to each debtor obligated to pay the Note and indebtedness secured by the Deed of Trust at the address of each such debtor according to the records of Beneficiary as required by the Deed of Trust and the laws of the State of Texas, sell the Property at public auction to the highest bidder or bidders for cash at the Terrell County Courthouse, in the city of Sanderson, Texas, **on the first Tuesday in January, 2018, the same being January 2, 2018**. The sale will be held on the front steps of the south side of the Terrell County Courthouse, 105 Hackberry Street, Sanderson, Texas 79848. Sale will commence not earlier than 10:00 o'clock a.m., and not later than 1:00 o'clock p.m.

DISCLAIMER OF WARRANTIES

No warranties, express or implied [including but not limited to the implied warranties of merchantability, habitability, and/or fitness for general or particular purpose] shall be conveyed by the Trustee, save and except the

Grantors' (Mortgagors') warranties specifically authorized by the Grantors (Mortgagors) in the referenced Deed of Trust. The real property and all improvements shall be offered for sale, and sold, '**AS IS and WITH ALL FAULTS**' and no representation is made concerning the quality or nature of any item sold, nor as to the quality of title to be acquired. Purchasers will receive whatever interest Mortgagor and Mortgagor's assigns have in the Property, *subject to* ad valorem taxes due (if any), and *subject to* any liens, encumbrances, or security interests that may survive the sale (if any). This sale shall be subject to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed of Trust or otherwise appearing of record, to the extent that same are still in effect. Interested persons and prospective purchasers are encouraged to consult legal counsel of their choice prior to participating in the sale of the property. The undersigned Trustee cannot give legal advice to any prospective bidder or purchaser at, or prior to, the foreclosure sale.

Notice: Pursuant to §51.009, Texas Property Code:

"A purchaser at a sale of real property under Section 51.002:

- (1) acquires the foreclosed property "as is" without any expressed or implied warranties, except as to warranties of title, and at the purchaser's own risk; and
- (2) is not a consumer.

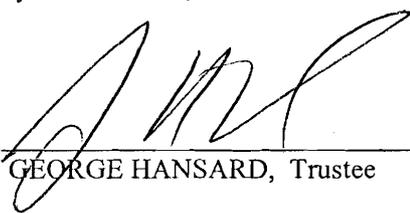
The Trustee's street address is: 500 N. Main, Ft. Stockton, Texas 79736.

The Trustee's Mailing address is: P. O. Box 1527, Ft. Stockton, Texas 79736.

The Trustee's office telephone number is: (432) 336-3331.

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.

EXECUTED in multiple originals on this 1st day of December, 2017.



GEORGE HANSARD, Trustee

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CLERK, COUNTY COURT, TARRANT CO., TEXAS
D. L. Lujan DEPUTY