

NOTICE OF FORECLOSURE SALE

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

Being all that certain lot or parcel of land, lying and being situated in Gonzales County, Texas within the Corporate Limits of the Town of Nixon, being all of Lots. 9, 10 and 11, in Block No. 14, of the Town of Nixon, Gonzales County, Texas. (Also known as 204, 206, 208 N. Washington Ave., Nixon, Texas)

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust recorded in Volume 1329 Pages 958 of the real property records of Gonzales County, Texas.

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

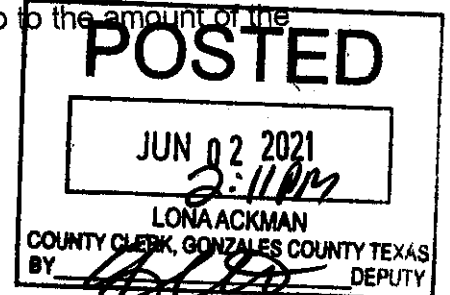
Date: July 6th, 2021

Time: The sale will begin no earlier than 10 a.m. The sale will be completed by no later than 4:00 p.m. (The projected time of the sale will be at 11 a.m. on the South-East Door of the Courthouse)

Place: Gonzales County Courthouse in Gonzales, Texas, at the following location:
414 St. Joseph Street.

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 reschedule foreclosure sale will be reposted and refilled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refilling 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 sell all or any 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.

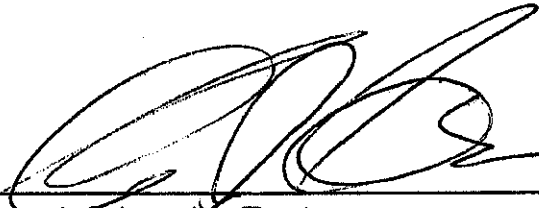
Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the Trustee or any substitute trustee.

5. *Type of Sale.* The sale is a non-judicial deed-of-trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust and security agreement and/or financing statement execute by Sergio Segundo Riojas and Brenda Alvarez.
6. *Obligations secured.* The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of \$96,500.00, executed by Brian Foster and wife Carlotta Foster and payable to the order of Morris L. Harvey and wife Pamela Sue Harvey; and (b) all renewals and extensions of the note. Morris L. Harvey and wife Pamela Sue Harvey are the current owners and holder of the obligations and is beneficiary under the deed of trust.

As of June 1, 2021, there was owed \$96,933.57. The note is bearing interest at the rate of \$19.916 per day thereafter.

7. *Default and request for Act.* Default has occurred under the deed of trust, and the beneficiary has requested me, Gary J. Schroeder, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

DATE 0/2/2021



Gary J. Schroeder, Trustee