

Sell between 10:00 and 4:00

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE OFLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AT 15:00 O'CLOCK P M

NOV 05 2018

NOTICE OF FORECLOSURE SALE

THE STATE OF TEXAS §
COUNTY OF ANGELINA §

KNOW ALL MEN BY THESE PRESENTS:

AMY FINCH
County Clerk, County Court at Law
Angelina County, Texas
By: *ms*

WHEREAS, on the 24th day of January, 2018, Joseph Herrera and Mayra Herrera, Debtors executed that certain D3eed of Trust (as extended and renewed, "Deed of Trust") conveying to John Henry Tatum, Trustee ("Trustee"), the real property more particularly described as follows:

Being all that property described as Lot 9.6, Block 8 of the W. C. Denman Addition, to the City of Lufkin, Angelina County, Texas and being more commonly known as 421 Jodi Ave., Lufkin, Texas and

Being all that property described as Lot 9.2, Block 8 of the W. C. Denman Addition to the City of Lufkin, Angelina County, Texas and being more commonly known as 323 Homer St., Lufkin, Texas to which reference is hereby made for any and all purposes.

Together with all improvements, fixtures, equipment, and other property located on the real property and any and all other items, rights, or interests described in the Deed of Trust, all of which property is more fully described in the Deed of Trust to which reference is hereby made for further describ3ed of the property by this notice (collectively, "Property"); and

WHEREAS, the Deed of Trust was recorded as Record 361378 of the Real Property Records of Angelina County, Texas; and

WHEREAS, the Deed of Trust was executed and delivered to secure the payment of the following items of indebtedness ("Indebtedness");

That certain Promissory Note (as extended, renewed, modified or replace, "Note") dated of even date with the Deed of Trust and executed by Debtor, payable to the order of Mark Hough ("Creditor"), in the original principal amount of \$53,100.00)

WHEREAS, the Indebtedness is due and payable, and despite Creditors demands, Debtor has failed to pay, and continues to fail to pay, the Indebtedness; and

WHEREAS, Creditor by written instrument made, constituted and appointed John Henry Tatum AS TRUSTEE UNDER THE Deed of Trust ("Trustee") and requested and


directed Trustee to exercise the power of sale under the Deed of Trust for the purpose of enforcing the collection of the Indebtedness;

NOW, THEREFORE, the undersigned hereby gives notice that, after due publication of this notice as required by law and the Deed of Trust, the undersigned will see the Property, as an entirety or in parcels, by one or by several sales, held at one time or at different times, all as the undersigned may elect and announce at such sale or sales, at the Angelina County Commissioners Courtroom, Angelina County Courthouse Annex Building, located at 606 E. Lufkin Avenue, Lufkin, Texas; said location having been designated by the County Commissioners of Angelina County, Texas ("Commissioners"). In the event that early voting or elections are going on or in the event the Angelina County Courthouse Annex is closed due to observance of a designated holiday, all sales will be held on the front steps of the entrance to Angelina County Courthouse Annex. If early voting is going on and the weather is bad the sales will be held in the Angelina County Courthouse Annex foyer located at 606 E. Lufkin Ave., Lufkin, Texas, (or such other location as may be designated by the Commissioners after the sending of this notice and before the time of the sale), in which county the Property is situated on December 4, 2018, being the first Tuesday of said month, at 11:00 o'clock A.M. (or within three hours thereafter) to the highest bidder or bidders for cash at a public auction, and will make due conveyance of the Property to the purchaser or purchasers, with special warranty deed biding Debtor, his successors and assigns.

The sale noticed herein shall include the interest of Debtor in all fixtures with personal property covered by the deed of Trust and any other documents executed in connection with or as security for the Indebtedness, Creditor having directed the undersigned to sell, and the undersigned hereby noticing the sale of, said fixtures and personally pursuant to rights granted to Creditor under Section 9.501(d) of the Texas Business & Commerce Code.

THE SALE OF THE PROPERTY IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY TRUSTEE, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY, OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED NEITHER CREDITOR NOR TRUSTEE MAKES AN REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COMPLIANCE WITH LAW, RULES, AGREEMENTS, OR SPECIFICATIONS, NOR WITH RESPECT TO CONDITION, QUALITY, CAPACITY, DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS, OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH SHALL BE EXPRESSLY WAIVED BY PURCHASER.

EXECUTED in multiple original copies on the 5th day of November, 2018.



John Henry Tatum, Trustee under the Deed of Trust