

NOTICE OF FORECLOSURE SALE AT 1:27 FILED O'CLOCK p M

STATE OF TEXAS §
 §
COUNTY OF CALHOUN §

JAN 14 2025
ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS
DEPUTY *Kadde...*

WHEREAS, Cesar Ornelas, as Grantor ("Grantor"), executed a Deed of Trust dated May 10, 2022 (together with any corrections, changes in terms, renewals, modifications or extensions thereof, collectively, the "Deed of Trust"), conveying to Michael J. Daley, as Trustee, certain real property hereinafter described and situated in Calhoun County, Texas, to secure Belia Ornelas, as the Beneficiary under the Deed of Trust in the payment of that certain Real Estate Lien Note dated March 10, 2022, in the original principal balance of \$700,000.00 (together with any corrections, changes in terms, renewals, modifications or extensions thereof, collectively the "Note"), which Deed of Trust was recorded on August 9, 2022 as Document No. 2022-03457 in the Official Public Records of Calhoun County, Texas; and

WHEREAS, in accordance with the Deed of Trust, Belia Ornelas, as the current Beneficiary under the Deed of Trust and holder and owner of the Note, appointed Sarah Santos and/or Landon Hankins and/or Rachel Garza and/or Joshua Caldwell of Davis & Santos, PLLC, 719 S. Flores Street, San Antonio, Texas 78204, to act as Substitute Trustee; and

WHEREAS, default has occurred under the terms of the Deed of Trust, and the principal balance of the Note plus accrued interest and other fees and costs, and all other indebtedness of Grantor owed to Beneficiary, are now wholly due, and Belia Ornelas as Beneficiary, has requested the undersigned to sell the property described in said Deed of Trust and hereinafter described to satisfy said indebtedness.

NOW THEREFORE, notice is given as follows:

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

Tract 1: Being all of Lot Numbers One (1) and Twelve (12) and Lot Number Eleven (11) LESS, SAVE AND EXCEPT the Ten Foot (10') strip adjacent to Lot Number Ten (10), all in Block Number One (1), South Park Addition, an addition to the City of Port Lavaca Calhoun County, Texas, according to the established map and plat of record in Volume Z, Page 96, Plat Records of Calhoun County, Texas.

Tract 2: Lots 1, 2, 13, and 14, Block 3, South Park Addition to the City of Port Lavaca, Calhoun County, Texas, according to the recorded map or plat thereof.

2. **Instrument to be foreclosed.** The instrument to be foreclosed is the Deed of Trust dated May 10, 2022, executed by Cesar Ornelas, recorded on August 9, 2022 as Document No. 2022-03457 in the Official Public Records of Calhoun County, Texas.

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

Date: Tuesday, February 4, 2025.

Time: The sale will begin no earlier than 11:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: In the front lobby of the Calhoun County Courthouse, located at 211 S Ann Street, Port Lavaca, Texas 77979, or as designated by the Calhoun County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where the foreclosure sales are to take place.

If the Beneficiary postpones, withdraws, or **reschedules** the sale for another day, 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. The reposting or refiling 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

purchase the property, directly or through a designee, and to have the bid credited to the Note or other secured indebtedness 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 or substitute trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the Deed of Trust, and at the purchaser's own risk. 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 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 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 foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by Cesar Ornelas.

The property encumbered by the Deed of Trust will be sold at the sale in accordance with the provisions of the Deed of Trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

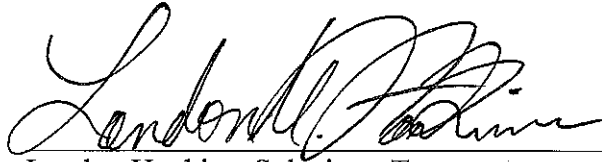
6. **Obligations secured.** The Deed of Trust provides that it secures the payment of the indebtedness therein described, including, but not limited to the Real Estate Lien Note in the original principal amount of \$700,000.00, executed by Cesar Ornelas, and payable to the order of Belia Ornelas. Belia Ornelas is the current owner and holder of such indebtedness and is the Beneficiary under the Deed of Trust.

Questions concerning the sale may be directed to the undersigned or to the Beneficiary, Belia Ornelas, 32649 Edgewater Isle, Los Fresnos, Cameron County, Texas 78566.

7. **Default and Request to Act.** Default has occurred under the Deed of Trust, and the Beneficiary has requested me, as substitute trustee, and/or or the other individuals identified as substitute trustees herein, as substitute trustee, to conduct this sale. Notice is given that before the sale, the Beneficiary may appoint another person as substitute trustee to conduct the sale.

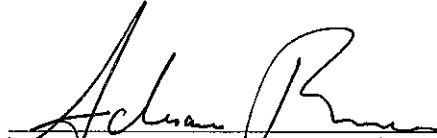
8. **Notice regarding military service.** **Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state 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 to be effective as of: January 13, 2025.



Landon Hankins, Substitute Trustee
Davis & Santos, PLLC
719 S. Flores St.
San Antonio, Texas 78204
Tel: (210) 853-5882
Fax: (210) 200-8395

This instrument was acknowledged before me on January 13, 2025, by Landon Hankins.



Notary Public, State of Texas