

**Substitute Trustee's Notice of Foreclosure Sale**

May 31, 2019

Deed of Trust:

Dated: June 27, 2007

Grantors: Scottie Vandiver, Rhonda Vandiver, Joe Navarro and Abbie Navarro

Trustee: Robert E. Jenkins, Jr.

Lender: First National Bank of Bastrop, Texas a/k/a First National Bank of Bastrop

Recorded in: Instrument no. 106592 of the real property records of Calhoun County, Texas

Secures: Real Estate Lien Note ("Note") dated June 27, 2007, in the original principal amount of \$78,752.00, executed by the above-referenced Original Grantors and payable to the order of Lender, including all amendments, modifications, and extensions thereof.

Modifications: As used herein, the terms "Note" and "Deed of Trust" mean the Note and Deed of Trust as from time to time modified, renewed or extended, if applicable.

Property: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, including the real property described in the attached Exhibit A, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; and all rights, easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the afore-mentioned real property, including without limitation such rights as Grantor may have in all minerals, oil, gas, geothermal and similar matters located in Calhoun County, State of Texas (the "Property").

Assumptor: Navarro Investments, LLC, by Deed of Trust to Secure Assumption, dated February 1, 2012

Substitute Trustee: Teresa Ruiz Schober

Substitute Trustee's Address: 400 W. 15<sup>th</sup> Street, Suite 1405  
Austin, Texas 78701

2019-01836 FOR Total Pages: 4

**Foreclosure Sale:**

**Date:** Tuesday, July 2, 2019

**Time:** The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 10:00 A.M. and not later than three hours thereafter.

**Place:** Calhoun County Courthouse, 211 South Ann Street, Port Lavaca, Calhoun County, Texas 77979, Foyer of Courthouse

**Terms of Sale:** The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, has requested Substitute Trustee to sell the Property. Questions concerning the sale may be directed to the undersigned Substitute Trustee.

As of May 28, 2019, there was owed \$50,268.27 on the Note, being principal and interest in the following amounts: \$49,306.72 of principal, and \$961.55 of accrued but unpaid interest, plus any other charges allowed under the Note and attorney's fees and expenses incurred in exercising Lender's remedies under the Note. The unpaid balance continues to accrue interest at the rate set forth in the Note.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the

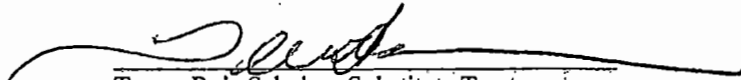
extent that they remain in force and effect and have not been subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lender. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

**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.**

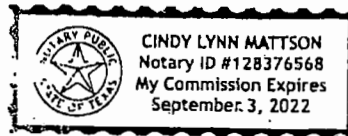
Dated: 5/30/19

  
Teresa Ruiz Schober, Substitute Trustee  
400 W. 15<sup>th</sup> Street, Suite 1405  
Austin, Texas 78701

State of Texas  
County of Travis

This instrument was acknowledged before me on May 30, 2019, by Teresa Ruiz Schober, Substitute Trustee, in such capacity.

  
Signature of Officer



Cindy Lynn MATTSON  
Notary's typed or printed name

**Exhibit A – Legal Description of Property**

**Legal Description:** Being Lot Number Seven (7) and Eight (8), in Block Number Two Hundred Twenty-One (221), of the Seadrift Townsite, in Calhoun County, Texas, according to the established map and plat of record in Volume Z, Page 4, of the Plat Records of Calhoun County, Texas

**Common Address:** 101 South Main Street, Seadrift, Calhoun County, Texas  
77983

**FILED AND RECORDED**  
OFFICIAL PUBLIC RECORDS 2019-01836

FOR Fee: \$38.00  
05/31/2019 08:56 AM fsutton



*Anna M. Goodman*

Anna Goodman, County Clerk  
Calhoun County, Texas

FILED  
AT 3:05 O'CLOCK P M

JUN 05 2019

ANNA M. GOODMAN  
COUNTY CLERK, CALHOUN COUNTY, TEXAS  
BY: *[Signature]* DEPUTY

**Notice of Substitute Trustee's Sale**

Date: June 5, 2019

**Deed of Trust and Second Deed of Trust ("Deed of Trusts"):**

Dated: December 22, 2006

Grantor: Brianna Padron  
1807 Shofner  
Port Lavaca, Texas 77979

Substitute Trustee: David Roberts, Carly W. Wall or Anne Marie Odefey  
P.O. Box 9  
Port Lavaca, Texas 77979

Lender: Habitat for Humanity of Calhoun County, Inc.  
P.O. Box 750  
Port Lavaca, Texas 77979

Recording information: Deed of Trust recorded as Instrument Number 102568 in the Official Records of Calhoun County, Texas. Second Deed of Trust recorded as Instrument Number 102569 of the Official Records of Calhoun County, Texas.

**Legal Description:**

Lot Nine (9), Block Fifteen (15) of Alamo Heights Subdivision Number One (1) an addition to the City of Port Lavaca, in Calhoun County, Texas according to the plat of said subdivision of record in Volume Z, Page 102, Plat Records of Calhoun County, Texas, being the same property conveyed in Volume 0, Page 624 of the Official Records of Calhoun County, Texas and being commonly known as 1807 Shofner Street.

SAID PROPERTY BEING SUBJECT, HOWEVER, TO any title exceptions and other matters set forth in the Deed of Trust or Second Deed of Trust described above or as may appear of record in the Office of the County clerk of Calhoun County, Texas, any ad valorem taxes that may be owing against the above described property, and to any rights of parties in possession of the above described property.

Secures: First Promissory Note ("First Note") in the original principal amount of \$43,000.00, executed by Brianna Padron ("Borrower")

COPY

and payable to the order of Lender and all other indebtedness of Borrower to Lender

Second Promissory Note ("Second Note") in the original principal amount of \$22,000.00, executed by Brianna Padron ("Borrower") and payable to the order of Lender and all other indebtedness of Borrower to Lender

Foreclosure Sale:

Date: Tuesday, July 2, 2019

Time: No earlier than 10:00 a.m. on said date, and no later than 1:00 p.m. on said date.

Place: Calhoun County Courthouse Foyer, 211 South Ann, Port Lavaca, Calhoun County, Texas.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Habitat for Humanity of Calhoun County, Inc.'s bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the First Note and Second Note and in the performance of the obligations of the Deed of Trusts. Because of that default, Habitat for Humanity of Calhoun County, Inc., the owner and holder of the First Note and Second Note, has requested Substitute Trustee to sell the Property.

The Deed of Trusts may encumber both real and personal property. Formal notice is hereby given of Habitat for Humanity of Calhoun County, Inc.'s election to proceed against and sell both the real property and any personal property described in the Deed of Trusts in accordance with Habitat for Humanity of Calhoun County, Inc.'s rights and remedies under the Deed of Trusts and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trusts, and applicable Texas law.

If Habitat for Humanity of Calhoun County, Inc. passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trusts and the Texas Property Code.

The Foreclosure 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 Foreclosure 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 Trusts. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trusts by Habitat for Humanity of Calhoun County, Inc. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trusts. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

**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.**

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**



Carly W. Wall, Substitute Trustee  
2206 North Highway 35  
P. O. Box 9  
Port Lavaca, Texas 77979  
Telephone (361) 552-2971  
Telecopier (361) 552-5368

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

June 10, 2019

**NOTE:**

Date: July 15, 2010  
 Makers: BRENT ASHLEY RASMUSSEN and CAMIE MARIE RABY  
 Payee: Middle Creek Mortgage, Inc.  
 Original principal amount: \$29,996.27

**DEED OF TRUST:**

Date: July 15, 2010  
 Grantors: BRENT ASHLEY RASMUSSEN and CAMIE MARIE RABY  
 Trustee: Gary Adamek  
 Beneficiary: Middle Creek Mortgage, Inc.  
 Recording data: Clerk's Instrument No. 122170 recorded in the Real Property Records of Calhoun County, Texas.

**LENDER:** Middle Creek Mortgage, Inc.

**BORROWERS:** BRENT ASHLEY RASMUSSEN and CAMIE MARIE RABY

**PROPERTY:** Real Property: Being .38 acres out of Tract 16 of the American Townsite Subdivision, Jose Felix De La Fuentes League, A-13, Calhoun County, Texas;  
Manufactured Home: 1997 16' x 80' Fleetwood Manufactured Home with Serial No. TXFLT12A52182FD11 and HUD Label No. RAD0929597.

**SUBSTITUTE TRUSTEES:** Jeffrey D. Stewart  
 James E. Cuellar  
 D. Brent Wells  
 440 Louisiana, Suite 718  
 Houston, Texas 77002  
 (713) 222-1281

**DATE AND TIME OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:**

July 2, 2019, being the first Tuesday of the month, to commence at 11:00 AM, or within three (3) hours thereafter.

AT 11:10 FILED O'CLOCK A M

JUN 10 2019  
 COUNTY CLERK CALHOUN COUNTY TEXAS  
 BY: *[Signature]*



**PLACE OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:**

Calhoun County Courthouse located at 211 South Ann Street, Port Lavaca, Calhoun County, Texas 77979 - Foyer of Courthouse.

Defaults have occurred in the payment of the Notes and in the performance of the obligations of the Deed of Trust which secures the Notes. Because of such default, Lender, the holder of the Notes, has requested the Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust, in accordance with Lender's rights and remedies under the Deed of Trust and Section 9.501(d) of the Texas Business and Commerce Code.

Therefore, notice is given that on the Date and Time of Substitute Trustee's Sale of Property and at the Place of Substitute Trustee's Sale of Property, I, Substitute Trustee, will sell the Property by public sale to the highest bidder for cash or other form of payment acceptable to Substitute Trustee, in accordance with the Deed of Trust.



Jeffrey D. Stewart