

Foreclosure Sale Deed

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2016 JUL 13 PM 4:57

JOANNA BLANCO
CASTRO COUNTY/DISTRICT CLERK

Date: July 13, 2016

Deed of Trust

Date: March 8, 2007

Grantor: JULIANA GOMEZ

Original Beneficiary: SANTIAGO V. GUZMAN

Current Beneficiary: SANTIAGO V. GUZMAN

Trustee: JERRY G. MATTHEWS

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Property: ALL OF LOT TEN (10), ELEVEN (11), BLOCK ONE HUNDRED SIXTEEN (116), THE ORIGINAL TOWN OF DIMMITT, CITY OF DIMMITT, CASTRO COUNTY, TEXAS.

Note Secured by Deed of Trust (Note)

Date: March 8, 2007

Maker: JULIANA GOMEZ

Original Principal Amount: \$15,400.00

Original Payee: SANTIAGO V.

Current Holder: GUZMAN
SANTIAGO V.
GUZMAN

Date of Sale of Property (first Tuesday of month): August 2, 2016

Time Sale of Property Began: 10:00am

Place of Sale of Property: Castro County Courthouse

Buyer: Santiago V.
Guzman

Buyer's Mailing Address:

Santiago V. Guzman
1731 FM 1028
Muleshoe, Texas 79347

Amount of Sale: \$15,400.00

By Deed of Trust, Grantor conveyed to JERRY G. MATTHEWS ATTORNEY AT LAW, as Trustee, certain property for the purpose of securing and

enforcing payment of the indebtedness and obligations therein described (collectively, the Obligations), including but not limited to the Note, all renewals and extensions of the note, and any and all present and future indebtedness of JULIANA GOMEZ to Beneficiary.

Default has occurred in the payment of the Obligations when due. The unpaid balance of the principal of the Obligations was accelerated, and default has occurred and is continuing in the payment of the Obligations. SANTIAGO V. GUZMAN, the current Holder of the Obligations and the current Beneficiary of the Deed of Trust, requested JERRY G. MATTHEWS ATTORNEY AT LAW, as Trustee, to enforce the trust of the Deed of Trust.

Pursuant to the requirements of the Deed of Trust and the laws of the state of Texas, written notice of the time, place, date, and terms of the public foreclosure sale of the Property was posted at the courthouse door of Castro County, Texas, the county in which the Property is situated, and a copy of the notice was also filed with the county clerk of Castro County, Texas, each notice having been posted and filed for at least twenty-one days preceding the date of the foreclosure sale.

Additionally, written notice of the time, date, place, and terms of the foreclosure sale was served on behalf of the current Beneficiary by certified mail on each debtor who, according to the records of the current Beneficiary, is obligated to pay any of the Obligations. The certified mail notice was timely sent by depositing the notice in the United States mail, postage prepaid in proper amount, and addressed to the debtor at the debtor's last known address as shown by the records of the current Beneficiary at least twenty-one days preceding the date of the foreclosure.

Written notice of default and of the opportunity to cure the default to avoid acceleration of the maturity of the note was served on behalf of the current Beneficiary by certified mail on each debtor who, according to the records of the current Beneficiary, is obligated to pay any of the Obligations. The certified-mail notice was timely sent by depositing the notice in the United States mail, postage prepaid in proper amount, and addressed to the debtor at the debtor's last known address as shown by the records of the current Beneficiary at least twenty days preceding the date of the acceleration of the maturity of the note and the posting of the mortgaged Property for foreclosure.

Attached is an affidavit for the mailing of notice of intent to accelerate the maturity of the note to debtor and posting and mailing of notice of foreclosure sale and conduct of the foreclosure sale.

In consideration of the premises and of the bid and payment by way of credit against the unpaid balance owed on the Obligations of the amount of \$15,400.00, the highest bid by Buyer, I, as Trustee, by virtue of the authority conferred on me in the Deed of Trust, have granted, sold, and conveyed all of the Property to Buyer and Buyer's heirs and assigns, to have and to hold the Property, together with the rights, privileges, and appurtenances thereto belonging unto Buyer and Buyer's heirs and assigns forever.

I, as the Trustee, do hereby bind Grantor and Grantor's heirs and assigns to warrant and forever defend the Property to Buyer and Buyer's heirs and assigns forever, against the claim or claims of all persons claiming the same or any part thereof.

No warranty or representation exists as to the merchantability or fitness for use or a particular purpose of the Personal Property. Trustee is selling the Personal Property described above on an "as is" and "where is" basis and disclaims any implied or express warranties with respect to such Personal Property.

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, the Santiago V. Guzman, the owner and holder of the Note, has requested Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Santiago V. Guzman's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Santiago V. Guzman'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, Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Santiago V. Guzman 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 Santiago V. Guzman. 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, 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 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.



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