

NOTICE TO SERVICE MEMBERS: A debtor who is serving on active military duty has special rights or relief related to this notice under federal law, including the Service Members Civil Relief Act (50 U.S.C. app Section 501 et seq) and state law, including Section 51.015, Texas Property Code. 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 military duty service to the sender of this notice immediately.

### NOTICE OF SUBSTITUTE TRUSTEE'S SALE

1. Property to Be Sold.

Lot Five (5), Block Five (5) FORREST PARK UNIT NO. 2, an Addition to the Town of Kingsville, Kleberg County, Texas, as shown by map or plat thereof, recorded in Envelope 115, Plat Cabinet 1, Map Records of Kleberg County, Texas (the "Real Property").

2. Instrument to be Foreclosed. Deed of Trust ("Deed of Trust") with **R. Bryan Stone** as Trustee and **Warren S. Allen and wife, Mary Jane Allen** as Beneficiary, dated **June 19, 2019**, and recorded as Document **318638** in the Official Records of Kleberg County, Texas, such Deed of Trust relating to the Real Property and the Real Estate Lien Note (defined below) executed by **Irma Harrison** (the "Borrower") dated **June 19, 2019**.

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

Date: **June 6, 2023**

Time: The sale shall begin no earlier than 10:00 o'clock A.M. and no later than three (3) hours thereafter. The sale shall be completed by no later than 1:00 o'clock P.M.

Place: The area located at the westside steps of the Kleberg County Courthouse located at 700 East Kleberg Avenue, Kingsville, Texas 78363 or at such other area designated by the Commissioners' Court, of said county, pursuant to Section §51.002 of the Texas Property Code as amended. If no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this notice was posted.

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 rescheduled trustee's sale will be reposted and re-filed in accordance with the posting and filing requirements of the Texas Property Code. The reposting or re-filing 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 cash on the day the Property is sold.

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 or equal matters (i.e. liens, exceptions to title, easements, restrictions and encumbrances affecting the Property or title thereto) 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, 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 trustee's sale being conducted pursuant to the power of sale granted by the Deed of Trust and applicable law.

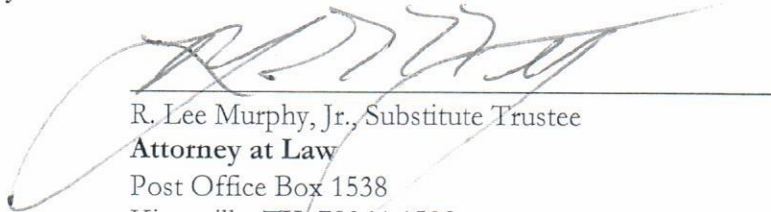
6. **Obligations Secured.** The Deed of Trust secures the payment of the indebtedness and obligations (collectively, the "Obligations") including but not limited to: (a) Real Estate Lien Note (the "Note") dated June 19, 2019, executed by Borrower and payable to **William Allen and wife, Mary Jane Allen** ("Noteholder"), in the original amount of **One Hundred Five Thousand and No/100ths Dollars (\$105,000.00)** and relating to a tract of land and related property more particularly described therein. (the "Real Property"); (b) attorneys' fees and expenses incurred by Noteholder in the collection of the indebtedness and Obligations; (c) any amounts paid by Noteholder for past due ad valorem taxes assessed upon the Property; and (d) all other indebtedness and obligations due under the Note and Deed of Trust.

Questions concerning the sale may be directed to the undersigned at **P. O. Box 1538617 East Kleberg Avenue, Kingsville, Texas 78364-1538**

7. **Default and Request to Act.** Default has occurred under the Deed of Trust, and the beneficiary has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person Substitute Trustee to conduct the sale.




Dated the 15<sup>th</sup> day of May 2023.

  
R. Lee Murphy, Jr., Substitute Trustee  
**Attorney at Law**  
Post Office Box 1538  
Kingsville, TX 78364-1538  
Telephone: (361) 592-9361  
Telecopier: (361) 592-6547

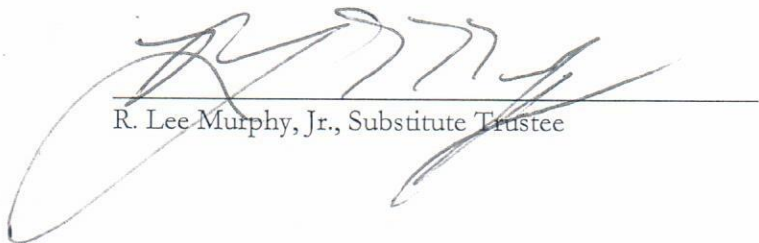
**CERTIFICATE OF POSTING**

The within Notice of Foreclosure Sale was filed by me on the above date at the office of the Kleberg County courthouse and I caused it to be posted at the location designated by the Kleberg County Commissioners Court.

  
R. Lee Murphy, Jr., Substitute Trustee

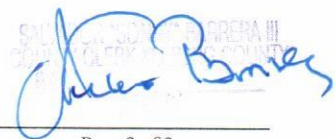
**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing Notice of Foreclosure Sale was served upon the following by depositing the same in the United States Mail, CERTIFIED MAIL, RETURN RECEIPT REQUESTED, with proper postage affixed thereto, addressed to Ms. Irma Harrison at 1718 Linda Street, Kingsville, Texas and 19078 Kelly Street, Kingsville, Texas 78363; the last known addresses of the debtor, on the 15<sup>th</sup> May, 2023.

  
R. Lee Murphy, Jr., Substitute Trustee

FILED FOR RECORD

2023 MAY 15 PM 4:19

  
JAMES B. SMITH  
CLERK OF COURT  
KLEBERG COUNTY