

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.**

Lots Number one and (41) and Forty-Two (42), Block Four (4), SIMS THIRD ADDITION, an addition to the Town of Kingsville, Kleberg County, Texas according to map or plat thereof in the Map or Plat Records of Kleberg County, Texas.

2. **Liens to be Foreclosed.** Lien contained in a Deed of Trust ("Deed of Trust") with **Delma Rios Salazar** as Trustee and **Thomas Grijalva** as Beneficiary, dated **March 7, 2020**, and recorded as Document **322063** 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 **Lori Ann Rodriguez** (the "Borrower") dated **March 7, 2020**; and vendor's lien retained in Warranty Deed with Vendor's Lien ("Warranty Deed") from **Thomas Grijalva** to **Lori Ann Rodriguez** dated **March 7, 2020** and recorded as Document **322064** in the Official Records of Kleberg County, Texas,

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

Date: **December 5, 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.

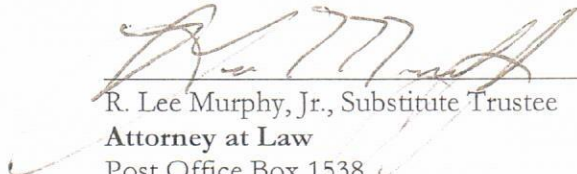
6. **Obligations Secured.** The Deed of Trust secures the payment of the indebtedness and obligations (collectively, the "Obligations") including but not limited to: (a) Real Estate Lien Note (the "Note") dated **March 7, 2020**, executed by Borrower and payable to **Thomas Grijalva** ("Noteholder"), in the original amount of **Thirty Thousand and No/100ths Dollars (\$30,000.00)** 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.

As of **November 13, 2023**, there was owed **\$27,962.96** on the Note, consisting of **\$23,015.30** in Principal, **\$3,864.68** in accrued interest; and **\$1,083.00** in attorney's fees and expenses incurred by the noteholder as permitted by the Note and Deed of Trust. The note is bearing interest at the rate of **\$5.68** per day after **November 13, 2023**.

Questions concerning the sale may be directed to the undersigned at P. O. Box 1538 or 617 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.

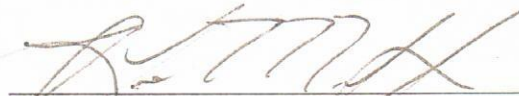
Dated the 13th day of November 2023.



R. Lee Murphy, Jr., Substitute Trustee
Attorney at Law
Post Office Box 1538
Kingsville, TX 78364-1538
Telephone: 361.592.9361
Telecopier: 361.592.7474

CERTIFICATE OF POSTING

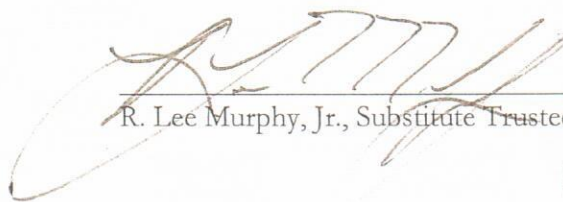
The within Notice of Foreclosure Sale was filed by me on the above date at the office of the Kleberg County courthouse and I caused it to be posted at the location designated by the Kleberg County Commissioners Court.



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. Lori Ann Rodriguez at 714 East Avenue D., Kingsville, Texas 78363; the last known addresses of the debtor, on the 13th day of November 2023.



R. Lee Murphy, Jr., Substitute Trustee

Chalissa Mearns

FILED FOR RECORD
2023 NOV 13 PM 1:30
SALVADOR
QUINONES