

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOTICE OF SALE UNDER SECTION 51.002 OF THE TEXAS PROPERTY CODE**

Notice is hereby given of a public nonjudicial foreclosure sale of an executory Contract for Deed under Chapter 5 of the Texas Property Code.

**1. Property To Be Sold:**

Lots Seventeen (17), Eighteen (18), Nineteen (19) and the East Half of Lot Twenty (20), Block Nine (9), Ninth Addition to the Town of Kingsville, Kleberg County, Texas as shown on map or plat thereof recorded in the Map Records of Kleberg County, Texas.

The above-described property being commonly referred to as 730 East Warren, Kingsville, Kleberg County, Texas

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

**Date:** June 4, 2019

**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:** Kleberg County Courthouse in Kingsville, Texas, at the following location: At the West Entrance to the Kleberg County Courthouse.

The Texas Property Code permits the seller under a Contract for Deed to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee or Substitute Trustee Appointed Pursuant to Chapter 5 of the Texas Property Code 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 sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. Such reposting or refiled may be after the date originally scheduled for this sale.

**3. Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash, subject to the ability of the seller under the Contract for Deed to have the bid credited to the

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COUNTY CLERK  
BY *Cynthia J. Walters*

unpaid debt thereunder 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 of record, and 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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

4. **Type of Sale.** The sale is a nonjudicial sale being conducted pursuant to Chapter 5 of the Texas Property Code by virtue of the Default under the Contract for Deed dated April 20, 2005 between Juan Garcia, Jr. and Maria E. Garcia, as buyer, and Eric B. Nielsen, as seller.

5. **Obligations Secured.** The Contract for Deed called for the regular and timely payment of Fifty-Nine Thousand Five Hundred and No/100ths Dollars (\$59,500.00) and to pay all taxes and insurance due thereon, (collectively the "Obligations").

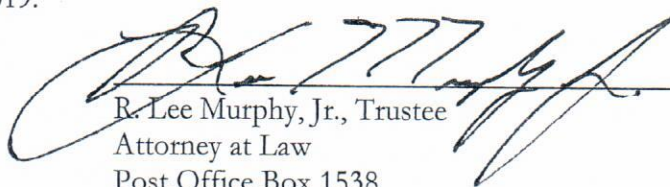
As of April 19, 2019, there was owed Forty-Four Thousand Two Hundred Eighty-Two and 09/100ths (\$44,282.09) under the Contract for Deed, being principal in the amount of Forty Thousand One Hundred Forty-Seven and 79/100ths (\$40,147.79); Two Thousand Eighty and 84/100ths Dollars (\$2,080.84) in accrued interest; Five Hundred Fifty-Three and 49/100ths Dollars (\$553.46) in late fees, and One Thousand Five Hundred in Attorney's fees incurred in connection with the collection efforts. The Contract for Deed is bearing interest at the rate of \$9.90 per day after April 19, 2019.

Questions concerning the sale may be directed to the undersigned at 617 East Kleberg Avenue, Post Office Box 1538, Kingsville, Texas 78364-1538; Phone (361) 592-9361.

6. **Default and Request to Act.** Default has occurred under the Contract for Deed, and the seller has notified the buyer on March 5, 2019, by certified mail, return receipt requested, to cure the default within sixty (60) days. More than 60 days has elapsed since the buyer sent notice of the default to the buyer, and the seller has requested me, as Trustee, to conduct this sale. Notice is given that before the sale the seller may appoint another person Trustee to conduct the sale.


7. Servicemembers Relief: 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 this 14<sup>th</sup> day of May 2019.

  
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R. Lee Murphy, Jr., Trustee  
Attorney at Law  
Post Office Box 1538  
Kingsville, TX 78364-1538  
Telephone: (361) 592-9361  
Telecopier: (361) 592-7474


**NOTICE OF POSTING**

The within Notice of Foreclosure Sale was posted by me on the above date at the courthouse door in Kleberg County, Texas, at 4:05 o'clock P. M.

  
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R. Lee Murphy, Jr., Trustee

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing Notice of Sale was served upon the above-named buyers, by depositing the same in the United States Mail, CERTIFIED MAIL, RETURN RECEIPT REQUESTED, with proper postage affixed thereto, addressed to Juan Garcia, Jr. at 730 East Warren, Kingsville, Kleberg County, Texas 78363 and Mr. Eric Nielsen, Temporary Administrator, Estate of Maria Garcia, Deceased at 1245 Redfish Drive, Riviera, Texas 78379; the last known addresses of the buyers or their estate representative, as the case may be, on the 14<sup>th</sup> day of May 2019.

  
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R. Lee Murphy, Jr., Trustee