

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 FORECLOSURE SALE

Notice is hereby given of a public nonjudicial foreclosure sale.

1. Property To Be Sold: Lots Fifteen (15) and Sixteen (16) Block Five (5), Hoffman Addition, an addition to the Town of Kingsville, Kleberg County, Texas as shown on map or plat of record in Envelope 21, Map Records of Kleberg County, Texas, commonly referred to as 231 East Caesar Avenue, Kingsville, Texas.

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

Date: August 5, 2025

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 foreclosure sale will be conducted at the West Entrance to the Kleberg County Courthouse, or such other place designated by the Kleberg County Commissioner's Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place, or if no place is designated by the Commissioner's Court, the sale will be conducted at the place where this Notice of Foreclosure sale is 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 foreclosure 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 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. 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. The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that the sale is 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. 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 deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust as executed by **Joseph L. Constante**. The Deed of Trust is dated **September 30, 2005** and is recorded in the office of the County Clerk in Kleberg County, Texas and under Document Number **260929** of the Official Records of Kleberg County, Texas, the same being transferred to Brenda McCoslin by instrument recorded under Document Number **335149** of the Official records of Kleberg County, Texas .

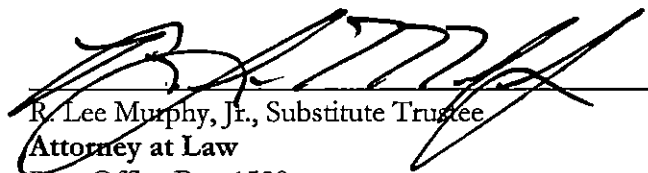
5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including but not limited to the Promissory Note (the "Note") in the original principal amount of **Forty-Three Thousand and 00/100ths Dollars (\$43,000.00)**, executed by **Joseph L. Constante**, and payable to the order of **J. R. McCoslin**, which note and lien are now owned and held by **Brenda McCoslin** who is the current beneficiary under the Deed of Trust;

The amount of the Debt owed as of **July 8, 2025**, is **Ten Thousand Five Hundred Ninety-Nine-Nine and /100ths Dollars (\$10,578.63)** on the Note, being consisting of the delinquent payments of principal and interest of, escrow delinquency of **\$1,881.36**; late fees of **\$207.50**; **\$816.00** for the annual premium paid for past fire insurance coverage by the Noteholder, additional **\$558.75** for Wind insurance pre-paid by the Noteholder for the months of November 2025 through March 2026, additional fire insurance pre-paid by the Noteholder for the months of November 2025 through March 2026 in the mount of **\$519.36**, reimbursement for taxes in the amount of **\$81.18**; accelerated scheduled payments (with escrow less interest) for the months of July 2025 through October 2025 totaling **\$2,507.96** and **\$1,050.00** for reimbursement to the Noteholder for attorney's fees and expenses paid by the Noteholder. The note is bearing interest at the rate of **\$1.25** per day after **July 8, 2025**.

Questions concerning the sale may be directed to the undersigned Trustee or Substitute Trustee.

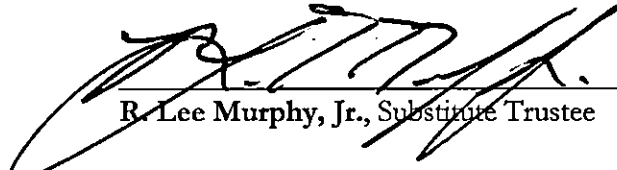
6. Default and Request to Act. Default has occurred under the Deed of Trust, and the beneficiary has requested me, as Trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person Substitute Trustee to conduct the sale.

Dated this 15th day of July 2025.


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

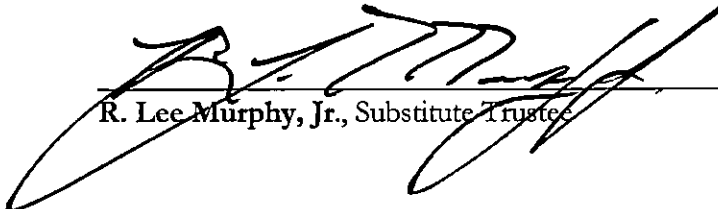
The within Notice of Foreclosure Sale was filed by me on the above date at the office of the Kleberg County Clerk and I caused it to be posted at the location designated by the Kleberg County Commissioners Court.



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 Mr. Joseph L. Constante, at 231 East Casar Avenue, Kingsville, Texas 78363 and at 1510 Santa Cecilia, Kingsville, Texas 78363; the last known addresses of the debtor, on the 15th day of July 2025.



R. Lee Murphy, Jr., Substitute Trustee

FILED FOR RECORD

on 7-15-25

at 3:24

Salvador "Sonny" Barrera III
Kleberg County, Clerk

By: 
Deputy