

NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on **March 21, 2011**, a certain Mortgage Deed was executed by **Hilda C Benavides and Adan Benavides, wife and husband,** as mortgagor(s) (grantor(s)) in favor of **Wells Fargo Bank, N.A.** ,as mortgagee (grantee), and was recorded on **April 04, 2011** in **Book 448, Page 761** in the Office of the Recorder, **Kleberg County, Texas**; and

WHEREAS, the Mortgage was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; and

WHEREAS, the Mortgage is now owned by the Secretary, pursuant to an assignment dated **March 22, 2016**, and recorded on **March 24, 2016**, in/as **Volume 550 or Page 974** in the Office of the Recorder, **Kleberg County, Texas**; and

WHEREAS, a default has been made in the covenants and conditions of the Mortgage in that payment due on **March 07, 2025** was not made and remains wholly unpaid as of the date of this notice, and no payment has been made sufficient to restore the loan to currency; and

WHEREAS, the entire amount delinquent as of **March 07, 2025** is **\$142,289.74**; and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Mortgage to be immediately due and payable;

NOW THEREFORE, pursuant to powers vested in me by the Single Family Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR Part 27 subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on **March 4, 2021**, in **330216** notice is hereby given that, **on May 06, 2025 at 1pm -4pm local time**, all real property at or used in connection with the following described premises ("Property"), will be sold at public auction to the highest bidder(s):

See attached legal description

Commonly known as: **813 E. Yoakum Ave Kingsville, Tx 78363**
Permanent Parcel Number(s): **100801406001192**

The sale will be held in the lobby of the 700 E Kleberg Ave Kingsville, Tx 78363.

The United States Secretary of Housing and Urban Development will bid \$147,648.74, plus any additional accrual, fees, costs, or charges incurred by the Secretary up to the date of sale.

There will be no proration of taxes, rents or other income or liabilities, except that the purchaser(s) will pay, at or before closing, his (their) pro-rata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making their bids, all bidders, except the Secretary, must submit a deposit totaling **\$14,764.87** in the form of a certified check or cashier's check made out to the United States Secretary of Housing and Urban Development. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of **\$14,764.87** must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30

days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the high bidder, he need not pay the bid amount in cash. The successful bidder(s) will pay all conveyancing fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidder(s) will be returned to them.

The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a fee of \$500, paid in advance. The extension fee shall be paid in the form of a certified or cashier's check made payable to the United States Secretary of Housing and Urban Development. If the high bidder(s) close(s) the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due at closing.

If the high bidder(s) is/are unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit, or at the election of the foreclosure commissioner after consultation with the HUD representative, will be liable to the Secretary for any costs incurred as a result of such failure, and the Commissioner may, at the direction of the HUD Field Office Representative, offer the Property to the second highest bidder for an amount equal to the highest price offered by that bidder.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire

purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant.

The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the United States Secretary of Housing and Urban Development, before public auction of the property is completed.

The amount that must be paid if the mortgage is to be reinstated prior to the scheduled sale is **\$84,230.24** as of **May 06, 2025**, plus all other amounts that would be due under the mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien record searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement.

Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below.

Date: 3/24/2025

Foreclosure Commissioner

Carson T. H. Emmons

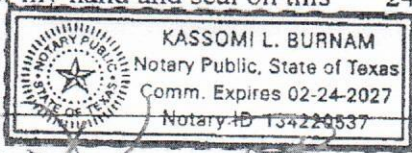
Carson Emmons, Esq. on behalf of
JAMES E. ALBERTELLI, P.A.
HUD Foreclosure Commissioner
6565 N MacArthur Blvd. Suite 470
Irving, TX 75039
Phone: 469-804-8457
Fax: 469-804-8462
cemmons@alaw.net

Acknowledgment

State of TEXAS)
County of)

Before me the undersigned authority, on this day personally appeared Carson Emmons, known to me (or proved to me through an identity card or other document) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal on this 24 day of March, 2025.

(Seal) 
Notary Public
My Commission Expires: 2/24/2027

This Instrument prepared by:
Carson Emmons, Esq.
6565 N MacArthur Blvd, Suite 470
Irving, TX 75039
Firm # 25-001737

EXHIBIT "A"

LEGAL DESCRIPTION

COPY AND PASTE THE LEGAL DESCRIPTION HERE

LOTS SIX (6), SEVEN (7), EIGHT (8), NINE (9), AND TEN (10), BLOCK 14, SIXTH ADDITION, AN ADDITION TO THE CITY OF KINGSVILLE, KLEBERG COUNTY, TEXAS, AS SHOWN ON MAP OR PLAT THEREOF RECORDED IN ENVELOPE 19 AND 20, PLAT CABINET I, MAP RECORDS OF KLEBERG COUNTY, TEXAS.

FILED FOR RECORD
on 3-27-2025
at 9:57
Salvador "Sonny" Barrera III
Kleberg County Clerk
By: [Signature]
Deputy