

SEP 11 2018

Elvaray B. Silvas
County Clerk Brooks County, TX
By Silvas, Deputy

NOTICE OF FORECLOSURE SALE

Effective as of April 5, 2011, Palacios Builders, Inc. (“Grantor”), executed a Deed of Trust Security Agreement – Financing Statement (Commercial) (the “Deed of Trust”), conveying to Michael V. McCarthy, as Trustee, the Real Property (as hereinafter defined), and Grantor granting a security interest in favor of the Lender (as hereinafter defined) on the Personal Property (as hereinafter defined), said Deed of Trust originally filed for record under Document Number 90562, in the Official Records of Brooks County, Texas, to secure PlainsCapital Bank, Dallas, Texas, successor in interest to certain assets of First National Bank, Edinburg, Texas, pursuant to that certain Purchase and Assumption Agreement, effective as of September 13, 2013, by and between PlainsCapital Bank and the Federal Deposit Insurance Corporation, as Receiver of First National Bank, Edinburg, Texas (“Lender”) in the payment a promissory note of even date, in the original principal sum of \$2,912,840.88, executed by Grantor, payable to Lender (the “Note”), together with all other debt that Grantor may owe Lender as further described in the Deed of Trust.

The Real Property and the Personal Property are hereinafter collectively referred to as the “Collateral.”

Pursuant to the terms of the Deed of Trust, the undersigned has been appointed substitute trustee (“Substitute Trustee”).

Lender has advised Substitute Trustee that: (i) default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust; (ii) the Note is now wholly due; and (iii) the Note remains unpaid.

Lender, as the owner and holder of the Note, has instructed Substitute Trustee to sell the Collateral, Lender having elected to proceed against and sell the Collateral in accordance with Lender’s rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

NOTICE IS HEREBY GIVEN that on Tuesday, **October 2, 2018**, at 10:00 a.m., or not later than three hours after that time, I will, as Substitute Trustee under the Deed of Trust, begin the sale of the Collateral, at public auction, to the highest bidder for cash, except that Lender’s bid may be by credit against the Note, at **the steps on the east side of courthouse, Falfurrias, Brooks County, Texas being the area designated by the Commissioners’ Court of Brooks County, Texas, for conducting foreclosure sales.**

The **Real Property** is described as follows:

Lot Five (5), Block Two (2), Stockton Second Addition, an addition situated in the City of Falfurrias, Brooks County, Texas, according to plat thereof recorded in Volume 1, Page 2, Map Records, Brooks County, Texas.

To the extent they are located thereon, the Real Property also includes (1) all goods that are or will be fixtures and that are or will be located on the premises, including without limitation all systems, devices, machinery, apparatuses, equipment, fittings, appliances and fixtures of every kind and nature whatsoever now or hereafter located on the Real Property, including, but not limited to, all electrical, anti-pollution, heating, lighting, laundry, incinerating, power, air-conditioning, plumbing, lifting,

cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, communication, garage and cooking systems, devices, machinery, apparatuses, equipment, fittings, appliances and fixtures, and (2) all engines, pipes, pumps, tanks, motors, conduits, ducts, compressors and switchboards, and all storm doors and windows, dishwashers, attached cabinets and partitions not included in the Real Property due to their status as removable fixtures.

The **Personal Property** is described as follows:

- (a) All amounts payable to or received by Grantor from condemnation of all or part of the Real Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Real Property.
- (b) All present and future rent and other income and receipts from the Real Property.
- (c) all of Grantor's personal property as described in Section D.18. of the Deed of Trust.


The Collateral will be sold subject to any prior liens, outstanding ad valorem taxes, other matters of record in **Brooks** County, Texas, and by instruments filed with the Texas Secretary of State's office, to the extent such matters are still effective and are superior to the liens and security interests on the Property granted in the Deed of Trust, and other exceptions to conveyance and warranty in the Deed of Trust.

Any real or personal property described in the Deed of Trust not to be sold as part of the Collateral in the sale may be noticed, at Lender's election, for sale at a subsequent date and time noticed in accordance with Lender's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

The following disclosure is provided in order to comply with Section 51.002(i) of the Texas Property Code:

Assert and protect your rights as a member of the armed forces of the United States. If you 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.

Executed effective as of **September 11, 2018**.



Joshua A. Cummings, Substitute Trustee
P.O. Box 3725 / 818 Pecan
McAllen, Texas 78502-3725

Sender's Mailing Address:

Joshua A. Cummings
P.O. Box 3725 / 818 Pecan
McAllen, Texas 78502-3725