

NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

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. Sender is: Codilis & Moody, P.C., 400 North Sam Houston Parkway East, Suite 900A, Houston, Texas 77060

INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION

Deed of Trust dated January 20, 2009 and recorded under Vol. 1057, Page 716, or Clerk's File No. 396759, in the real property records of BROOKS County Texas, with Michael Ray Canales, single man as Grantor(s) and First National Bank as Original Mortgagee.

Deed of Trust executed by Michael Ray Canales, single man securing payment of the indebtedness in the original principal amount of \$190,000.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by Michael Ray Canales. PlainsCapital Bank is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan. Cenlar FSB is acting as the Mortgage Servicer for the Mortgagee. Cenlar FSB, is representing the Mortgagee, whose address is: Attn: BK Department, 425 Phillips Blvd, Ewing, NJ 08618.

Legal Description:

BEING THE NORTH ONE-HALF (N-1/2) OF THE SOUTH ONE-HALF (S-1/2) OF TRACT TWO, BEING OUT OF A 33.26 ACRE TRACT, MORE OR LESS, SITUATED 3.5 MILES NORTHEAST FALFURRIAS, IN JIM WELLS COUNTY, TEXAS AND BEING OUT OF THE NORTH PORTION OF A 157.88 ACRE TRACT OUT OF THE WEST ONE HALF OF THE SOUTH ONE HALF OF SHARE 7, SET ASIDE TO SEVERIANO QUINTANILLA AND YSIDRO QUINTANILLA, IN A PARTITION OF EL PAISANO GRANT, ABSTRACT 170 OF RECORD IN VOLUME 1, PAGE 52 TRANSCRIBED MAP RECORDS OF JIM WELLS COUNTY, TEXAS, ALSO BEING OUT OF THE NORTH PORTION OF A 157.88 ACRE TRACT SET ASIDE OF ENCARNACION GARZA DE SAENZ IN A PARTITION DEED DATED SEPTEMBER 22, 1938, AND OF RECORD IN VOLUME 64, PAGE 95 OF THE DEED RECORDS OF JIM WELLS COUNTY, TEXAS AND BEING SHARE TWO IN PARTITION DEED DATED JULY 1, 1990 BY AND BETWEEN YOLANDA S. MARTINEZ, IRMA S. CANALES AND CYNTHIA S. RODRIGUEZ, RECORDED IN VOLUME 527, PAGE 26 DEED RECORDS OF JIM WELLS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

SALE INFORMATION

Date of Sale: 11/01/2022

Earliest Time Sale Will Begin: 11:00 AM

Location of Sale: The place of the sale shall be: BROOKS County Courthouse, Texas at the following location: At the east side steps of the Brooks County Courthouse, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court

TERMS OF SALE

A default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said



property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. Pursuant to the Deed of Trust, the mortgagee has the right to direct the 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.

The sale will begin at the earliest time stated above, or within three (3) hours after that time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

WHEREAS, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, **I HEREBY APPOINT AND DESIGNATE Sandra Mendoza, Arnold Mendoza, Alexis Mendoza, Connie Cobb, Constance Lewis, Clyde Cobb, Leslye Evans, Vicki Hammonds, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or ServiceLink Agency Sales And Posting, as Substitute Trustee.**

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is:
Codilis & Moody, P.C.
400 N. Sam Houston Pkwy E, Suite 900A
Houston, TX 77060
(281) 925-5200

Executed on 09/12/2022.

/s/ Aaron J. Demuth SBOT No. 24111076, Attorney at Law
Codilis & Moody, P.C.
400 N. Sam Houston Pkwy E, Suite 900A
Houston, TX 77060
(281) 925-5200

Posted and filed by:

Printed Name:

C&M No. 44-22-2285

File for Record
at 1:11 o'clock P.M.

SEP 12 2022

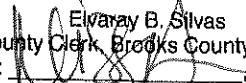
Elvaray B. Silvas
County Clerk, Brooks County, Texas
By:  Deputy

EXHIBIT A

Being The North One-Half (N-1/2) of the South One-Half (S-1/2) of Tract Two, being out of a 33.26 acre tract, more or less, situated 3.5 miles Northeast of Falfurrias, in Jim Wells County, Texas and being out of the North portion of a 157.88 acre tract out of the West one half of the South one half of Share 7, set aside to Severiano Quintanilla and Ysidro Quintanilla, in a partition of EL PAISANO GRANT, Abstract 170 of record in Volume 1, Page 32 Transcribed Map Records of Jim Wells County, Texas, also being out of the North portion of a 157.88 acre tract set aside to Encarnacion Garza de Saenz in a Partition Deed dated September 22, 1938, and of record in Volume 64, Page 95 of the Deed Records of Jim Wells County, Texas and being Share Two in Partition Deed dated July 1, 1990 by and between Yolanda S. Martinez, Irma S. Canales and Cynthia S. Rodriguez, recorded in Volume 527, Page 26 Deed Records of Jim Wells County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING, at the Southwest corner of the property described on Exhibit A, the said point being the mid-way point between the Southwest corner and the Northwest corner of Tract Two;

THENCE, in an Easterly direction South 89°57' East a distance of 1644.94' to a point on the East line of Tract Two, said point being the Northeast corner of this description;

THENCE, in a Southerly direction along the East line of Tract Two, South 0° 03' East a distance of 220.362' to appoint, the same being the Southeast corner of this description;

THENCE, in a Westerly direction North 89°57' West a distance of 1644.94' to a point on the West line of Tract Two, the same being the Southwest corner of this description;

THENCE, in a Northerly direction North 0°13' West a distance of 220.362' to a point, the same being the Southwest corner of the property description in Exhibit A, and the Northwest corner and BEGINNING POINT of this description.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.