

JAN 11 2018

**NOTICE OF FORECLOSURE SALE**

JC Perez III, Co Clk. Jim Wells Co, Texas  
By Mark Paisley Deputy

**Date:** January 11, 2018

**Contract for Deed:**

**Date:** July 22, 2014  
**Seller:** Rafael De Leon and Ramona De Leon  
**Seller's Address:** P.O. Box 608  
Orange Grove, TX 78372  
(Jim Wells County, Texas)  
**Buyer:** Damian Pacheco, III  
**Buyer's Address:** 9603 Co. Rd. 325  
Mathis, TX 78368  
(San Patricio County, Texas)

**County Where Property is Located:** Jim Wells County, Texas

**Recording Information:** Volume 1274, Page 351, Official Records of Jim Wells County, Texas

**Property:** Lot Four (4), Block Four (4) of ORIGINAL TOWN OF ORANGE GROVE, an addition situated in the City of Orange Grove, Jim Wells County, Texas, according to the plat thereof recorded in Volume 5, Page 65, Map Records, Jim Wells County, Texas.

**Trustee:** Mark R. Paisley

**County:** Jim Wells

**Date of Sale:** February 6, 2018

**Time of Sale:** 10:00 A.M.

**Place of Sale:** Jim Wells County Courthouse in Alice, Texas, at the following location: south door of Jim Wells County Courthouse

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Default has occurred under the Contract for Deed, and the Seller has designated and

appointed the Trustee, and requested the undersigned, as Trustee, to conduct this sale, and to offer the Property for sale toward the satisfaction of the indebtedness described in the Contract for Deed.

Notice is given that on the Date of Sale, Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash. The earliest time the sale will occur is the Time of Sale, and the sale will be conducted no later than three hours thereafter. The sale will be subject to the provisions of the Contract for Deed permitting the Seller thereunder to have the bid credited to the indebtedness due up to the amount of the unpaid debt secured by the Contract for Deed at the time of sale. The sale is a nonjudicial foreclosure sale being conducted pursuant to the Contract for Deed and applicable law.

The Contract for Deed and applicable law permits the Seller to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee 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. The reposting or refiling may be after the date originally scheduled for this sale.

The sale will be made expressly subject to any title matters set forth in the Contract for Deed, but 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 and have not been subordinated to the Contract for Deed. The sale shall not cover any part of the Property that has been released of public record from the lien of the Contract for Deed. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any. Pursuant to the Contract for Deed and applicable law the Seller 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, and the Trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the Trustee.

Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property. Those desiring to purchase the Property will need to demonstrate their ability to pay cash on the day the Property is sold.

Questions concerning the sale may be directed to the undersigned or to the Seller.



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