

NOTICE OF FORECLOSURE SALE

FILED
AT 11:00 o'clock A M

Date: February 13, 2017

FEB 13 2017

Lender: First National Bank of Hebbbronville

Trustee: Rene Yzaguirre, Jr.

JC Perez III, Co. Clerk, Jim Wells Co, Texas
By [Signature] Deputy

Substitute Trustee: Mark R. Paisley

Note: Promissory Note dated April 10, 2015, in the original principal amount of \$331,500.00, executed by Rogelio Rodriguez, Sr., payable to First National Bank of Hebbbronville

Deed of Trust:

Date: April 10, 2015
Grantor: Rogelio Rodriguez, Sr. and Sara C. Rodriguez
Lender: First National Bank of Hebbbronville
Recording information: Vol. 1248, Pages 535-541 Official Records of Jim Hogg County, Texas
Property: Lots One (1) and Two (2) of Alice Acres Subdivision, in Jim Wells County, Texas, according to map or plat thereof recorded in Volume 7, Page 37, Map Records of Jim Wells County, Texas

County: Jim Wells

Date of Sale (first Tuesday of month):
March 7, 2017

Time of Sale: 1:00 P.M.

Place of Sale: Jim Wells County Courthouse in Alice, Texas; south door of Courthouse

Default has occurred under the Deed of Trust, and the Lender has requested the undersigned, as Substitute Trustee, to conduct this sale, and to offer the Property for sale toward the satisfaction of the Note. Notice is given that before the sale the Lender may appoint another person substitute trustee to conduct the sale.

Notice is given that on the Date of Sale, Substitute Trustee will offer the Property for

sale at public auction at the Place of Sale, to the highest bidder for cash "AS IS". THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE FOR THE PERSONAL PROPERTY IN THIS DISPOSITION. 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 Deed of Trust permitting the Lender 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. 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.

The Deed of Trust permits the Lender 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. The reposting or refiled 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 Deed of Trust, 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 deed of trust. The sale shall not cover any part of the Property that has been released of public record from the lien of 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. Pursuant to the Deed of Trust, the Lender 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 51.0075 of the Texas Property Code, 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 or any substitute 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 Lender.



Mark R. Paisley
Substitute Trustee
PO Box 331
Alice, TX 78333
Telephone (361) 668-8101
Fax: (361) 668-8106
Email: mpaisley@ampalaw.com