

## Notice of Foreclosure Sale

1. *Property to Be Sold.* The property to be sold is described as follows:

A tract of land, including a manufactured home, label number NTA0560558, serial number CRHTX5878, situated in Gideon Pace League, Abstract No. 230 in Caldwell County, Texas, being, being a part of that certain property conveyed to 626 Joint Venture in General Warranty Deed recorded in Volume 205, Page 94 of the official records of Caldwell County, Texas and being more particularly described by metes and bounds attached as Exhibit "A" and incorporated by reference.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the deed with vendor's lien recorded in volume 521, page 689, document number 080623 and deed of trust recorded in Volume 521, Page 694, document number 080624, of the real property records of Caldwell County, Texas.

3. *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Date: April 2, 2019

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: Outside the main entrance of the new Caldwell County Justice Center, located at 1703 S. Colorado Street, Lockhart, Caldwell County, Texas 78644

The deed of trust permits the beneficiary 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.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary 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.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

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

Filed this 8<sup>th</sup> day of March 20 19

11:49 A. M

TERESA RODRIGUEZ  
COUNTY CLERK, CALDWELL COUNTY, TEXAS

By Marta Lopez Deputy

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 beneficiary 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition 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.

5. *Type 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 executed by Jason Brad Ivie .

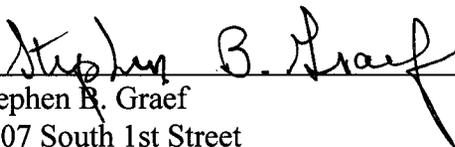
The real property and personal property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

6. *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to the promissory note in the original principal amount of \$59,000.00, executed by Jason Brad Ivie, and payable to the order of 626 joint venture. 626 joint venture is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, 626 joint venture at 4307 S. 1st St, Austin, Texas 78745.

7. *Default and Request to Act.* Default has occurred under the deed of trust, and the beneficiary has requested me, as trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

Dated: March 6, 2019

  
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Stephen B. Graef  
4307 South 1st Street  
Austin, Texas 78745  
Telephone (512) 448-0202