

Notice of Foreclosure Sale

Prepared on June 23, 2022

Deed of Trust and other information:

Regarding the following instruments, among others (collectively, the "Loan Documents"):

Deed of Trust:

Lender: New Sov D LLC

Property address: 811 E Reynolds St., Stamford TX 79553

Legal description: Being all of lot 4 block 133, College Heights, and addition to the city of Stamford, Jones County, Texas.

Recording information: Volume 414 Page 652 #151986

Dated: July 1, 2015

Grantor: Mario Cedillo (Debtor/Borrower)

Grantee: Colonial Fund 17, LP

Holder: New Sov D LLC

Servicer: Allied Servicing Corporation, 3019 N. Argonne Rd., Spokane Valley, WA 99212
888-393-5788 or 877-893-0240

Trustee: Bruce M. Badger

Substitute Trustee: S. Lee Stevenson, Jr.

Persons appointed as substitute trustee to exercise power of sale under deed of trust:

David Ricker, and S. Lee Stevenson, Jr., Terry Browder, Laura Browder, Marsha Monroe
And Jamie Osborne

Address to contact substitute trustees: S. Lee Stevenson, Jr, Stevenson & Ricker, Eilan at the Rim, 17806 IH 10 Suite 300, San Antonio Texas 78257, Tel. (210) 690-9944, lee@stevensonricker.com.

Foreclosure Sale:

Date: August 2, 2022

Time: The sale of the Property will be held between the hours of 1:00 P.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 1:00 P.M. and not later than three hours thereafter.

Place: The designated area or location which has been designated by the Commissioners' Court where non-judicial foreclosure sales are to take place in Jones County, Texas. If the Commissioner's have not designated an area for conducting foreclosure sales, then the sale shall be held at the Jones County courthouse.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash with payment being a cashiers check, except that the Note bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. The successful bidder other than the Note Holder must pay the full purchase price at the time of the sale; the cashier's check must be given immediately after the sale. The Trustee will not pause the sale to give the purchaser time to obtain the funds at a time later than when the sale concludes.


Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Note holder, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Note holder's election to proceed against and sell both the real property and any personal

POSTED NOTICE

DATE 7/11/22 TIME 9:14 AM

LeeAnn Jennings
JONES COUNTY CLERK, JONES CO., TX

BY: 

property described in the Deed of Trust in accordance with Note holder's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

The owner of the Note is also acting as the Mortgage Servicer of the Note. The foreclosure will be conducted by the Note holder's representative.

The address of Mortgage Holder and Servicer is stated above.

Therefore, notice is given that on and at the Date, Time, and Place stated above for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

The Note holder, Servicer or Substitute Trustee reserves the right to postpone, cancel or rescind the Foreclosure Sale at any time. If the sale is canceled or rescinded, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Note holder, Servicer or Substitute Trustee reserves the right to withdraw its last bid and reopen the foreclosure sale for additional bidding. The substitute trustee does not answer questions, respond to emails or texts from potential buyers prior to the sale; all information concerning the sale is contained in this Notice of Sale. Once the Foreclosure sale has begun and the opening bid placed, the Trustee or Substitute Trustee will not stop the sale to answer questions or give any information concerning the Foreclosure Sale.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Note holder. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by 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.

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.



Handwritten signature of Tony Brown, consisting of several horizontal strokes above the name.



Handwritten signature of S. Lee Stevenson, Jr., in cursive script.

S. Lee Stevenson, Jr.
Attorney for Note holder and Mortgage Servicer
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