

2024-055

FILED FOR RECORD

NOTICE OF SUBSTITUTE TRUSTEE'S SALE 11:30 O'CLOCK A.M.

JUN 11 2024

STATE OF TEXAS §
COUNTY OF NAVARRO §

SHERRY DOWD, County Clerk
NAVARRO COUNTY, TEXAS
BY [Signature] DEPUTY

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 sent written notice of the active duty military service to the sender of this notice immediately.

Notice is hereby given that a public sale at auction of the Property (as that term is defined and described below) will be held at the date, time, and place specified in this notice.

DEED OF TRUST INFORMATION:

- Dated: November 28, 2022
Grantor: Edin Joel Mendez Delgado
Trustee: Christoper Hackler
Lender: Land Baron LLC
Recorded in: recorded in 2022-012868 of the real property records of Navarro County, Texas.
Secures: Real Estate Lien Note ("Note") in the original principal amount of \$123,000.00, executed by Edin Joel Mendez Delgado ("Borrower") and payable to the order of Lender
Property: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, and all rights and appurtenances thereto
Assignment: The Note and the liens and security interests of the Deed of Trust were transferred and assigned to A&M Heritage Holdings, LTD., d/b/a A&M Investment ("Beneficiary") by an instrument dated March 17, 2023, recorded as instrument number 2023-003046 of the real property records of Navarro County, Texas.
Substitute Trustee: Lori Garner, Mollie McCoslin, Sharon St. Pierre, Robert LaMont, Sheryl LaMont, Allan Johnston, or Ronnie Hubbard.

Substitute Trustee's

**Address:** c/o Brough & Resendez, PLLC, 1213 W. Slaughter Ln., Ste. 100,  
Austin, Texas 78748

**DATE OF SALE:** July 2, 2024

**TIME OF SALE:** Between the hours of 10:00 a.m. and 4:00 p.m. The earliest time at which the sale will commence is 1:00pm, and the sale will commence no later than 4:00pm

**PLACE OF SALE:** The front steps of the Courthouse, located at 300 West 3<sup>rd</sup> Avenue, Corsicana, Texas or as designated by the County Commissioner's Office.

**PROPERTY TO BE SOLD:** The property to be sold is described as follows:

Lots #9 & #10 Barons Acres North Addition, An Addition to the County of Navarro, Texas, According to the plat thereof recorded in Volume 10, Page 58 of the Plat Records of Navarro County, Texas.

**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, except that Lender's bid may be credited against the indebtedness secured by the Deed of Trust.

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, Lender, 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 Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place 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.

If Lender passes the foreclosure sale, 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 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 Lender. 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 **without**

any expressed or implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purposes, except as to the warranties (if any) provided for under the Deed of Trust. The Property shall be sold "AS-IS", purchaser will but the Property "at the purchaser's own risk" and "at his peril" and no representation is made concerning the quality or nature of the title to be acquired. Purchaser will receive whatever interest Grantor and Grantor's assigns have in the Property, subject to any liens or interest of any kind that may survive the sale. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property and to consult counsel of their own choice prior to participating in the sale 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.

**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.**



/s/ Trenton L. Brough \_\_\_\_\_  
Trenton L. Brough  
Brough & Resendez, PLLC  
Attorney for A&M Heritage Holdings d/b/a A&M  
Investment