



Notice of Foreclosure Sale

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.

1. *Property to Be Sold.* The property to be sold is described as follows: BEING A 0.344 ACRE TRACT OF LAND, BEING A PART OF LOT TWO (2) AND A PART OF LOT FOUR (4) IN BLOCK SIX (6) OF THE ORIGINAL TOWN OF ROBINSONVILLE, MCLENNAN COUNTY, TEXAS, PLAT OF SAID ADDITION RECORDED IN VOLUME "T" PAGE 115 OF THE MCLENNAN COUNTY, TEXAS, DEED RECORDS, SAID TRACT BEING A PART OF THAT 0.991 ACRE TRACT OF LAND CONVEYED TO JOHN ALEMAN AND WIFE, EUGENIA ALEMAN BY DEED DATED NOVEMBER 16, 1982 AND RECORDED IN VOLUME 1426, PAGE 535 OF MCLENNAN COUNTY, TEXAS DEED RECORDS.

BEGINNING AT AN IRON PIN IN THE NORTH LINE OF WEST WARD STREET, AT THE SOUTHEAST CORNER OF SAID 0.991 ACRE TRACT FOR THE SOUTHEAST CORNER OF THIS,

THENCE SOUTH 62 DEGREES WEST 100 FT., WITH THE NORTH LINE OF SAID WARD STREET THE SOUTH LINE OF SAID 0.991 ACRE TRACT IN THE SOUTH LINE OF SAID LOT FOUR (4) AND LOT TWO (2) TO AN IRON PIN FOR THE SOUTHWEST CORNER OF THIS,

THENCE NORTH 28 DEGREES 37 MINUTES 30 WEST 150 FT., TO AN IRON PIN IN THE NORTH LINE OF SAID 0.991 ACRE TRACT FOR THE NORTHWEST CORNER OF THIS,

THENCE NORTH 62 DEGREES EAST 100 FT., WITH THE NORTH LINE OF SAID 0.991 ACRE TRACT TO AN IRON PIN AT ITS NORTHEAST CORNER FOR THE NORTHEAST CORNER OF THIS,

THENCE SOUTH 28 DEGREES 37 MINUTES 30 EAST 150.0 FT., WITH THE EAST LINE OF SAID 0.991 ACRE TRACT TO THE POINT OF BEGINNING. BEING THE SAME TRACT OF LAND CONVEYED TO JOSEPHINE CASTILLEJA BY WARRANTY DEED RECORDED IN VOL. 1574 PAGE 181 DEED RECORDS, MCLENNAN COUNTY, TEXAS.

Being the property located at 201 West Ward Street, Robinson, Texas 76706, together with all improvements, fixtures, and appurtenances thereto.

2. *Instrument to Be Foreclosed.* The instrument to be foreclosed is the *Deed of Trust* recorded under Clerk's File Number 2009011143, Official Public Records of McLennan County, Texas.

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

Date: March 1, 2022

Time: The sale of the Property will be held between the hours of 10:00 a.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: McLennan County Courthouse in Waco, Texas, at the following location:
At the top of the outside steps to the second floor in front of the McLennan County Courthouse on Washington Avenue, Waco, McLennan County, Texas.

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 refiling 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 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 "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*, the trustee or any substitute 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. This sale will be conducted subject to the right of rescission contained in section 51.016 of the *Texas Property Code*.

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 William A. Carter, Jr. and Kimberly D. Carter. The real property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust.

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 (a) the promissory note in the original principal amount of \$105,300.00, executed by William A. Carter, Jr. and Kimberly D. Carter, and payable to the order of Alliance Bank Central Texas; and (b) all renewals and extensions of the note. Alliance Bank Central Texas 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, Alliance Bank Central Texas.

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

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE 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.

Dated February 2, 2022.



WALT FAIR, Trustee
Attorney for Alliance Bank Central Texas
State Bar Number 06781800
1508 North Valley Mills Drive
Waco, Texas 76710
Telephone: (254) 772-6400
Telecopier: (254) 772-6432