

STAYS IN FILE



3 pgs

202240142

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.~~

Notice is hereby given of a public non-judicial foreclosure sale.

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

The real property at 4410 Sojourner Street, Austin, Texas 78735, and being more particularly described as Lot 6, Block 6, Austin's Colony, a Small Lot Subdivision, an Addition in Travis County, Texas, according to the Map or Plat recorded in Volume 86, Page 125D, Plat Records of Travis County, Texas.

2. Instruments to be Foreclosed. The instrument to be foreclosed is the Deed of Trust from Claudia Mancha ("Debtor") recorded as Document No. 2021212196, Official Public Records of Travis County, Texas (the "Deed of Trust").

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

Date: April 5, 2022

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: On the west steps of the Travis County Heman Sweatt Courthouse located at 1000 Guadalupe St, Austin, TX 78701, or in the area designated by the Commissioners Court of said county, pursuant to Section 51.002 of the Texas Property Code.

The beneficiary may 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 promissory note secured by the Deed of Trust 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 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.

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 Debtor.


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 indebtedness and obligations therein described including, but not limited to (a) the Third Renewal Promissory Note dated August 1, 2021 in the principal amount of \$155,000.00, executed by Ernesto L. Fraga, individually and doing business as Platinum Universal Construction, and payable to MSB Receivables, LLC, a Texas limited liability company ("Mortgagee"), and (b) all renewals and extensions of such promissory note.

7. Default and Request to Act: Default has occurred under the Deed of Trust, and the beneficiary has requested the undersigned, 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(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.

Dated: March 14, 2022.



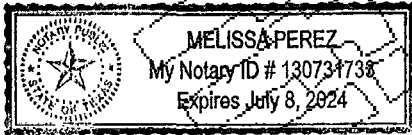
 Sam Hays, Substitute Trustee
 220 South Fourth Street
 Waco, TX 76701

STATE OF TEXAS

COUNTY OF McLENNAN

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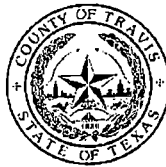
The foregoing instrument was acknowledged before me on this 14th day of March, 2022, by Sam Hays, in his capacity as Substitute Trustee.



Melissa Perez
Notary Public in and for the State of Texas

After recording, please return to:

Sam Hays
BEARD KULTGEN BROPHY
BOSTWICK & DICKSON, PLLC
220 South Fourth Street
Waco, TX 76701



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Rebecca
Rebecca Guerrero, County Clerk
Travis County, Texas

202240142

Mar 15, 2022 09:34 AM
Fee: \$3.00

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