

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 of Foreclosure Sale

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

BEING a tract or parcel of land situated in Lamar County, Texas, being part of the R H Wheat Survey, Abstract No. 978, being part of a 39.214 acre tract of land described in a deed from Janita Ann Cherry, et al, to Lincoln Trust Company, Custodian FBO Angela Quinn Roberts as recorded in Volume 1221 at Page 250 of the Real Property Records of Lamar County and being further described as follows:

BEGINNING at a ½ inch iron rod set at a fence corner post for corner, being the northwest corner of parent 39.214 acre tract;

THENCE N 88° 18' 17" E along a fence and the north line of parent 39.214 acre tract, a distance of 818.27 feet to a ½ inch iron rod set for corner in the center line of Lamar County Road No. 12650 at the northeast corner of parent 39.214 acre tract;

THENCE S 00° 10' 34" W along the center line of said Road and the east line of parent 39.214 acre tract, a distance of 663.01 feet to a ½ inch iron rod set for corner;

THENCE S 00° 17' 55" E along the center line of said Road and the east line of parent 39.214 acre tract, a distance of 148.84 feet to a ½ inch iron rod set for corner;

THENCE S 88° 45' 17" W a distance of 799.34 feet to a ½ inch ion rod set for corner in the west line of parent 39.214 acre tract;

THENCE N 01° 14' 43" W along a fence and the west line of said 39.214 acre tract, a distance of 805.20 feet returning to Point of Beginning and containing 15.000 acres of land.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust dated July 20, 2012, executed by Julian Mijares and wife, Peggy Mijares to Larry W. Green, Jr., Trustee, recorded under Document No. 09912-2012, Official Public Records of Lamar County, Texas, securing a Real Estate Lien Note dated July 20, 2012 payable to Lincoln Trust Company FBO Angela Quinn Roberts IRA in the original amount of \$33,900.00. Said Note and Deed of Trust having been transferred and assigned to Pensco Trust Company Custodian FBO Angela Quinn Roberts IRA by *Assignment of Promissory Note Secured by Deed of Trust/Mortgage* dated December 7, 2015 and *Assignment of Deed of Trust* dated December 7, 2015 and recorded under Document No. 130455-2016, Official Public Records of Lamar County, Texas.

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

Date: December 5, 2017

FILED FOR RECORD
LAMAR COUNTY, TEXAS
17 OCT 24 PM 2:18
RUTH SISSON
COUNTY CLERK
BY _____

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 1:00 p.m.

Place: Lamar County Courthouse in Paris, Texas, at the following location:
In the area of such Courthouse designated by the Lamar County Commissioners' Court as the area where foreclosure sales shall take place, or, if no such area has been designated, then the east foyer inside the first floor east entrance to the Lamar County Courthouse at 119 North Main Street, Paris, Lamar 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 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 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 and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust dated July 20, 2012, executed by Julian Mijares and wife, Peggy Mijares, recorded under Document No. 09912-2012, Official Public Records of Lamar County, Texas and transferred and assigned to Pensco Trust Company Custodian FBO Angela Quinn Roberts IRA by *Assignment of Deed of Trust* dated December 7, 2015 and recorded under Document No. 130455-2016, Official Public Records of Lamar County, Texas.

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 (a) Real Estate Lien Note in the original principal amount of \$33,900.00, executed by Julian Mijares and wife, Peggy Mijares, and payable to the order of Lincoln Trust Company FBO Angela Quinn Roberts IRA ("Note"), and (b) all renewals and extensions of the Note; and (c) any and all present and future indebtednesses of Julian Mijares and wife, Peggy Mijares. Pensco Trust Company, Custodian FBO Angela Quinn Roberts IRA is the current holder of the Obligations and is the Beneficiary under the Deed of Trust.

As of October 24, 2017, there was owed the amount of \$36,945.56 on the Note, being principal, interest, attorney fees and late fees in the following amounts: \$32,865.68 of principal and \$3,184.36 of interest, \$320.52 of late fees and \$575.00 attorney fees. The Note is bearing interest at the rate of \$8.77 per day thereafter.

Questions concerning the sale may be directed to the undersigned or to the Beneficiary, Pensco Trust Company, Custodian FBO Angela Quinn Roberts IRA, c/o Michael A. Roberts, 1705 Meadowview Road, Commerce, Texas 75428.

If you are a debtor in a bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code (Title 11 of the United States Code) you should promptly notify the Trustee and the Beneficiary at the addresses set forth in this Notice. If you provide the Trustee with the Bankruptcy Case Number, no further action will be taken to enforce the lien described in this Notice. In addition, all of Beneficiary's claims, demands, and accruals regarding the Obligations as defined in this Notice, whenever made, and whether for principal, interest, or otherwise, are intended to comply in all respects, both independently and collectively, with all applicable usury laws, and are accordingly limited so that all applicable usury laws are not violated.

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: October 24, 2017.



Larry W. Green, Jr., Trustee
Pemberton, Green, Newcomb & Weis
2507 Washington Street
Greenville, Texas 75401
(903) 455-1876
(903) 455-1710 (facsimile)