

<b>LIMESTONE COUNTY</b> Kerrie Cobb 200 West State Street Suite 102 Groesbeck, TX 76642 Phone: (254)729-5504	<b>DOCUMENT #:</b> FC-2022-0055 <b>RECORDED DATE:</b> 12/12/2022 03:49:55 PM  <h1 style="text-align: center;">ERECORDING</h1>
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<b>RETURN TO:</b> (Ingeo) Bush Rudnicki Shelton	<b>SUBMITTED BY:</b> Bush Rudnicki Shelton

DOCUMENT # : FC-2022-0055  
 RECORDED DATE: 12/12/2022 03:49:55 PM

I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Limestone County.



*Kerrie Cobb*

**Kerrie Cobb**  
**Limestone County Clerk**

# PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

**NOTE: If document data differs from cover sheet, document data always controls.**

**\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

**NOTICE OF FORECLOSURE SALE**

1. *Property to Be Sold.* The property to be sold is described in Exhibit A.
2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Builder's & Mechanic's Lien Contract With Power of Sale recorded as Clerk's Instrument No. 2020-0005197 in the Real Property Records of Limestone County, Texas. The Builder's & Mechanic's Lien Contract With Power of Sale secures that certain promissory note executed by borrowers Larry Lee Smith and wife, Colbi Rene Smith (collectively, the "Borrower") in the principal amount of \$398,849.00 made payable to Mortgagee Tilson Home Corporation ("Beneficiary"). Tilson Home Corporation is also the current holder of the promissory note and the current Beneficiary under the Builder's & Mechanic's Lien Contract With Power of Sale.
3. *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Date: January 3, 2023

Time: The sale will be between the hours of 10:00 a.m. and 4:00 p.m. The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter.

Place: THE FRONT DOOR WHICH FACES STATE STREET OF THE LIMESTONE COUNTY COURTHOUSE OR AS DESIGNATED BY TE COUNTY COMMISSIONERS.

The Builder's & Mechanic's Lien Contract With Power of Sale permits the Beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the Builder's & Mechanic's Lien Contract With Power of Sale 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 Builder's & Mechanic's Lien Contract With Power of Sale permitting the Beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the Builder's & Mechanic's Lien Contract With Power of Sale 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 Builder's & Mechanic's Lien Contract With Power of Sale, 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 Builder's & Mechanic's Lien Contract With Power of Sale. The sale shall not cover any part of the property that has been released of public record from the lien of the Builder's & Mechanic's Lien Contract With Power of Sale. 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 Builder's & Mechanic's Lien Contract With Power of Sale. 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 Builder's & Mechanic's Lien Contract With Power of Sale lien foreclosure sale being conducted pursuant to the power of sale granted by the Builder's & Mechanic's Lien Contract With Power of Sale executed by Borrower Larry Lee Smith and Colbi Rene Smith.

The real property and personal property encumbered by the Builder's & Mechanic's Lien Contract With Power of Sale will be sold at the sale in accordance with the provisions of the Builder's & Mechanic's Lien Contract With Power of Sale and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

6. *Obligations Secured.* The Builder's & Mechanic's Lien Contract With Power of Sale 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 \$398,948.00, executed by Borrower Larry Lee Smith and Colbi Rene Smith, and payable to the order of Mortgagee Tilson Home Corporation; [and] (b) all renewals and extensions of the note (c) Tilson Home Corporation is the current owner and holder of the Obligations and is the Beneficiary under the Builder's & Mechanic's Lien Contract With Power of Sale.

7. *Default and Request to Act.* Default has occurred under the Builder's & Mechanic's Lien Contract With Power of Sale, and the Beneficiary has requested me, Jesus Zuniga, as appointed substitute trustee, appointed pursuant to the terms of the Builder's & Mechanic's Lien Contract With Power of Sale, to conduct this sale. Notice is given that before the sale the Beneficiary may appoint another person as a 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.**

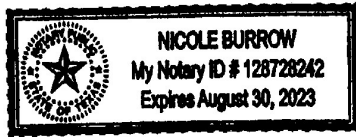
**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active-duty military service to the sender of this notice immediately.**

Dated December 9<sup>th</sup>, 2022

[Signature]  
Grant A. Bannen, Substitute Trustee

STATE OF TEXAS       §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on this 9 day of December 2022 by Grant A. Bannen, as substitute trustee under the Builder's & Mechanic's Lien Contract With Power of Sale.



[Signature]  
Notary Public, State of Texas  
Typed or Printed Name of Notary:  
Nicole Burrow  
My commission expires: 8/30/23

**EXHIBIT A**

**BEGINNING** at a corner in the Southeast line of the above mentioned 164.76 acre tract and being in the center of County Road No. 217, from which the Southeast corner of the 164.76 acre tract bears North 57 deg. 32 min. 02 sec. East – 351.77 ft. and a ½" iron rod (set) at a fence corner bears North 38 deg. 48 min. 08 sec. West – 20.45 ft.;

**THENCE** South 57 deg. 32 min. 02 sec. West with the Southeast line of the 164.76 acre tract and generally with the center of County Road No. 217, a distance of 615.55 ft. to a South corner of this tract;

**THENCE** North 28 deg. 55 min. 23 sec. West across the 164.76 acre tract and with a fence, at 18.20 ft. pass a ½" iron rod (set) at a fence corner and continue a total distance of 208.44 ft. to a ½" iron rod (set) at a fence intersection;

**THENCE** South 64 deg. 36 min. 56 sec. West continuing across the 164.76 acre tract and with a fence, a distance of 419.70 ft. to a ½" iron rod (set) at a fence intersection;

**THENCE** North 43 deg. 32 min. 02 sec. West continuing across the 164.76 acre tract and with a fence, a distance of 238.30 ft. to a ½" iron rod (set) at a fence corner;

**THENCE** in an easterly direction continuing across the 164.76 acre tract and generally with a fence as follows:

North 24 deg. 31 min. 51 sec. East a distance of 476.52 ft. to a ½" iron rod (set),

South 52 deg. 30 min. 18 sec. East a distance of 79.37 ft. to a ½" iron rod (set),

South 38 deg. 44 min. 25 sec. East a distance of 147.87 ft. to a ½" iron rod (set),

North 84 deg. 16 min. 39 sec. East a distance of 448.38 ft. to a ½" iron rod (set) and

North 68 deg. 16 min. 42 sec. East a distance of 192.24 ft. to a ½" iron rod (set) at a fence corner for the easterly North corner of this tract;

**THENCE** South 38 deg. 48 min. 08 sec. East continuing across the 164.76 acre tract and with a fence, a distance of 295.85 ft. to the place of beginning and containing 9.21 acres of land.