


LIMESTONE COUNTY Kerrie Cobb 200 West State Street Suite 102 Groesbeck, TX 76642 Phone: (254)729-5504	DOCUMENT #: FC-2025-0040 RECORDED DATE: 07/31/2025 02:41:24 PM 	
OFFICIAL RECORDING COVER PAGE		Page 1 of 5
Document Type: FORECLOSURE Transaction Reference: Document Reference:	Transaction #: 1008319 - 1 Doc(s) Document Page Count: 4 Operator Id: Clerk	
RETURN TO: () MOLLIE MCCOSLIN PO BOX 148 WORTHAM, TX 76693 903-388-2002	SUBMITTED BY: MOLLIE MCCOSLIN PO BOX 148 WORTHAM, TX 76693 903-388-2002	
DOCUMENT # : FC-2025-0040 RECORDED DATE: 07/31/2025 02:41:24 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 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 DEFAULT AND FORECLOSURE SALE

WHEREAS, on February 15, 2011, a certain Deed of Trust was executed by Joe Erskine, and Doris Erskine, as grantors in favor of Mortgage Electronic Registration, as beneficiary, and was recorded on March 08, 2011, in Book 1364, and Page 40 in the Office of the Recorder, Limestone County, Texas; and

WHEREAS the Mortgage was insured by the United States Secretary of Housing and Urban Development (the "Secretary") pursuant to the National Housing Act for the purpose of providing single family housing; and

WHEREAS, the Mortgage is now owned by the Secretary, pursuant to an assignment dated January 11, 2019, and recorded on May 24, 2019, as Instrument number 20191797 in the Office of the Recorder, Limestone County, Texas; and

WHEREAS a default has been made in the covenants and conditions of the Deed of Trust as of October 16, 2024, pursuant to 9(a)(i) of the deed because the Borrower dies and the Property is not the principal residence of at least one surviving borrower. As of the date of this notice, the loan default has not been cured; and

WHEREAS the entire amount delinquent as of June 20, 2025, is 177,242.95 and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Mortgage to be immediately due and payable.

NOW THEREFORE, pursuant to powers vested in me by the Single Family Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR Part 27 subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on April 25, 2022 in Instrument Number 2022-0001651 notice is hereby given that, on September 2, 2025 at 11am-2pm local time, all real and personal property at or used in connection with the following described premises ("Property"), will be sold at public auction to the highest bidder(s):

See attached legal description.

Commonly known as: 505 E WASHINGTON KOSSE, TX 76653
Permanent Parcel Number(s): R7491

The sale will be held in the lobby of THE FRONT DOOR OF THE COURTHOUSE, 200 WEST STATE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE

The Secretary of Housing and Urban Development will bid \$182,735.77, plus any additional accrual, fees, costs, or charges incurred by the Secretary up to the date of sale.

There will be no proration of taxes, rents or other income or liabilities, except that the purchaser(s) will pay, at or before closing, his (their) pro-rata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making their bids, all bidders, except the Secretary, must submit a deposit totaling \$18,273.58 in the form of a certified check or cashier's check made out to the United States Secretary of Housing and Urban Development. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of \$18,273.58 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the high bidder, he need not pay the bid amount in cash. The successful bidder(s) will pay all conveyancing fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidder(s) will be returned to them.

The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a fee of \$500, paid in advance. The extension fee shall be paid in the form of a certified or cashier's check made payable to the United States Secretary of Housing and Urban Development. If the high bidder(s) close(s) the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due at closing.

If the high bidder(s) is/are unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit, or at the election of the foreclosure commissioner after consultation with the HUD representative, will be liable to the Secretary for any costs incurred as a result of such failure, and the Commissioner may, at the direction of the HUD Field Office Representative, offer the Property to the second highest bidder for an amount equal to the highest price offered by that bidder.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant.

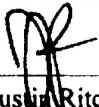
The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the United States Secretary of Housing and Urban Development, before public auction of the property is completed.

The amount that must be paid if the mortgage is to be reinstated prior to the scheduled sale is \$182,735.77 as of September 2, 2025, plus all other amounts that would be due under the mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien record searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement.

Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below.

Date: July 24, 2025

Foreclosure Commissioner


Justin Ritchie, Esq. on behalf of
JAMES E. ALBERTELLI, P.A.
HUD Foreclosure Commissioner

Acknowledgment

State of FLORIDA)
County of HILLSBOROUGH)

Before me the undersigned authority, on this day personally appeared Justin Ritchie known to me (or proved to me through an identity card or other document) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal on this 24 day of July, 2025.

(Seal) Catalina Tarazona

Notary Public
My Commission Expires:



This Instrument prepared by:
Justin Ritchie, Esq.
5404 Cypress Center Dr, Suite 300
Tampa, FL 33609
Firm # 24-03643

LEGAL DESCRIPTION

BEING THAT 0.354 ACRES TRACT OF LAND CALLED LOTS 5 AND 6, BLOCK 1, BREWER ADDITION, CITY OF KOSSE, LIMESTONE COUNTY, TEXAS, ON THE PLAT OF RECORD IN VOL. 109, PG. 144, SAID LOT 5 BEING CONVEYED IN THE DEED DATED OCTOBER 20, 1973 FROM CLARA HARPER ET AL TO J. W. DAVIS RECORDED IN VOL. 583, PG. 831, AND SAID LOT 6 BEING CONVEYED IN THE DEED DATED OCTOBER 20, 1973 FROM CLARA HARPER TO J. W. DAVIS RECORDED IN VOL. 583, PG. 833, SAID LOTS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS OCCUPIED ON THE GROUND AS FOLLOWS;

BEGINNING AT A SET 1/2" IRON ROD IN THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 7 (S.H. 7) AND IN A FENCE LINE FOR OCCUPIED SOUTHWEST CORNER OF LOT 5 AND THIS TRACT, SAME BEING THE SOUTHEAST CORNER OF LOT 4, BLOCK 1, FROM WHICH CORNER A 2" CHAIN LINK FENCE CORNER POST BEARS S.13 DEGREES 58'31"W, 2.0 FT., THE BASIS OF BEARING BEING S.69 DEGREES 50'00"E, THE CENTERLINE BEARING OF SAID HIGHWAY FROM HIGHWAY P.C. STA. 25+90.34 NORTHWEST THRU THE CITY OF KOSSE AS RECORDED ON THE HIGHWAY RIGHT OF WAY MAPS LOCATED IN CAN 45, PLAT RECORDS, LIMESTONE COUNTY, TEXAS;

THENCE N. 13 DEGREES 58'13"E, 151.71 FT. WITH A FENCE FOR WEST LINE OF LOT 5 AND THIS TRACT AS HELD ON THE GROUND TO A 2" CHAIN LINK FENCE CORNER POST FOR OCCUPIED NORTHWEST CORNER OF LOT 5 AND THIS TRACT.

THENCE 5.75 DEGREES 35'11"E, 103.93 FT. WITH A FENCE FOR NORTH LINE OF LOTS 5 AND 6 AS HELD ON THE GROUND TO A 2" CHAIN LINK FENCE CORNER POST FOR OCCUPIED NORTHEAST CORNER OF LOT 6 AND THIS TRACT, SAME BEING THE NORTHWEST CORNER OF LOT 7.

THENCE S.15°36'04"W. WITH A FENCE FOR EAST LINE OF LOT 6 AS HELD ON THE GROUND, AT 147.84 FT. A 2" CHAIN LINK FENCE CORNER POST, IN ALL, 150.24 FT. TO A SET 1/2" IRON ROD IN THE NORTH RIGHT OF WAY LINE OF S.H. 7 AT THE BASE OF A FIRE HYDRANT FOR OCCUPIED SOUTHEAST CORNER OF THIS LOT 6 AND THIS TRACT.

THENCE IN A NORTHWESTERLY DIRECTION 99.66 FT. WITH THE ARC OF A RIGHT OF WAY CURVE HAVING A RADIUS OF 5670.05 FT., A CENTRAL ANGLE OF 1 DEGREES 00'25", AND A LONG CHORD BEARING N.73 DEGREES 55'00"W, 99.66 FT. TO THE POINT OF BEGINNING, CONTAINING 0.354 ACRES.