

2020-16
Filed for Record
This, the 14th day of July 20 20
at 1:10 o'clock P.M.

NOTICE OF TRUSTEE'S SALE

NATALIE CARSON, COUNTY CLERK OF
DeWitt County, Texas
Jan Brandstetter
DEPUTY

The State of Texas §
§
County of DeWitt §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Deed of Trust dated November 2, 2016, Eugene Rios, Jr. and Cassandra Rios conveyed to J. Milton Chapman, as Trustee, the following property situated in the County of DeWitt, Texas, to-wit:

BEING a 0.55 acre tract of land, being all of Lots 17, 18, 19, and 20, Block 17, Edward C. Fechner Addition, City of Yorktown, DeWitt County, Texas, according to the Map and Plat of said addition of record in Volume 61, Page 311, Deed Records, DeWitt County, Texas.

(herein the "Property") to secure that one certain Promissory Note therein described in the original principal amount of \$66,946.00 executed by Eugene Rios, Jr. and Cassandra Rios, and made payable to the order of Bednorz Enterprises, LLC (herein the "Note"), which such Deed of Trust is recorded under Volume 581, Page 807 of the Official Records of DeWitt County, Texas (herein "Deed of Trust"); and

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust; the indebtedness evidenced therein is now wholly due and the owner and holder of said indebtedness has requested the undersigned to sell the property to satisfy same.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, August 4, 2020, I will sell for cash, the property in the area designated by the Commissioner's Court of DeWitt County, Texas, as the area where foreclosure sales are to take place, being in the patio area in front of the west door, facing Gonzales Street, of the DeWitt County Courthouse, 307 N. Gonzales Street, Cuero, Texas, to the highest bidder. The time at which the sale will begin will be 1 PM, or within three (3) hours after said time.

In offering this property for sale at foreclosure pursuant to its deed of trust, neither the lien holder nor the duly appointed trustee or substitute trustee, as the case may be, make any warranties or representations, express or implied, regarding the compliance or non-compliance of this property with the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), the Resource Conservation and Recovery Act, ("RCRA"), the Texas Solid Waste and Disposal Act, the Regulations of the United States Environmental Protection Agency, the Texas Water Commission, or any other Federal, State or local environmental law or regulation, which include, but are not limited to representations that the property has not been used (i) for the storage, transportation, processing or disposal of hazardous waste, industrial solid or municipal solid waste as those terms are defined in the Texas Solid Waste and Disposal Act, Tex. Rev. Civ. Stat. Ann. Art. 4477-7, or any toxic or hazardous wastes, substances or materials as identified under the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), as amended, and the regulations of the United States Environmental Protection Agency, or (ii) in such a way as to create any environmental condition that is actionable under any Federal, State or local environmental law or regulation. Any such representations or warranties are expressly disclaimed hereby.

The Purchaser of the property at the foreclosure sale shall accept and take the property in its present condition and subject to any loss, claims, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expense, action, or cause of action, pursuant to any Federal, State or local law or regulation.

WITNESS my hand this the 14th day of July, 2020

J. Milton Chapman

J. Milton Chapman, Trustee
101 W. Goodwin, Suite 700, Victoria, TX 77901