

This, the 6th day of October 20 22
at 9:20 o'clock A M

NATALIE CARSON, COUNTY CLERK OF
DeWitt County, Texas

DEPUTY



October 6, 2022

NOTICE OF FORECLOSURE SALE

Deed of Trust:

Dated: February 5, 2018
Grantor: Charlie L. Latta, Jr. and Racheal Y. Daniels
Trustee: J. Milton Chapman
Substitute Trustee: Kenneth M. Odom
Lender: Bednorz Enterprises, LLC
Recorded in: Volume 605, Page 737 of the real property records of DeWitt County, Texas

Legal Description:

Part of the Stephen Best League and Labor, A-66, DeWitt County, Texas, laying within the corporate limits of the City of Yorktown and being part of Block No. 51, of the original town site of the Town of Yorktown and by metes and bounds described as follows:

BEGINNING at the southeast corner of said Block No. 51;

THENCE in a westerly course with south line of said Block and north margin of Fourth St., 152-2/3 feet to a stake;

THENCE, at a right angle in the northerly course and parallel to the street line of the east of said Block, now known as Eckhardt St., 105 feet to a stake;

THENCE, in an easterly course and parallel to the south line of said Block, 152-2/3 feet to a stake set in west margin of said Eckhardt St. and east line of said Block;

THENCE in a southerly course with the east line of said Block and west margin of said Eckhardt St., 105 feet to the place of beginning, together with all improvements situated thereon.

Secures: Promissory Note ("Note") in the original principal amount of \$66,000.00 executed by Charlie L. Latta, Jr. and Racheal Y. Daniels ("Borrower") and payable to the order of Lender

Modifications and Renewals: None

Substitute Trustee: Kenneth M. Odom

Substitute Trustee's Address: Odom Law Office, PLLC
P. O. Box 249
Cuero, Texas 77954

FORECLOSURE SALE:

DATE: TUESDAY, NOVEMBER 1, 2022

Time: The sale of the Property will be held between the hours of 10:00 a.m. and 4:00 p.m. local time; **the earliest time at which the**

Foreclosure Sale will begin is 10:00 a.m. and not later than three hours thereafter.

Place: Patio area in front of the West door to the DeWitt County Courthouse, located at 307 N. Gonzales, Cuero, DeWitt County, Texas 77954, or if the preceding area is no longer the designated are, then in the area designated by the Commissions Court of DeWitt County, Texas for real property foreclosures under Section 51.002 of the Texas Property Code pursuant to instrument(s) recorded in the real property records of DeWitt County, Texas.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Bednorz Enterprises, LLC, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

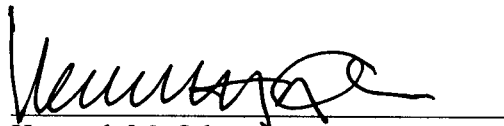
If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lender. 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 **“AS IS,” without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

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.



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