

2023-026

Filed for Record

This, the 13th day of Sept. 2023
at 9:55 o'clock A M

September 13, 2023

NATALIE CARSON, COUNTY CLERK OF

DeWitt County, Texas

Brandi Peoples
DEPUTY

NOTICE OF FORECLOSURE SALE

Deed of Trust:

DoT Dated: December 1, 2016, and as reinstated, modified, renewed, and extended by agreement Dated August 25, 2022

Grantor: David Hays and LeAnna Hays

Trustee: J. Milton Chapman

Substitute Trustee: Kenneth M. Odom

Lender: Bednorz Enterprises, LLC

Recorded in: Volume 581, Page 793 of the real property records of DeWitt County, Texas

Legal Description:

ALL OF LOTS NOS. FOUR (4) AND FIVE (5) IN BLOCK NO. EIGHTY-NINE (89), NAU ADDITION TO THE CITY OF YORKTOWN, IN DEWITT COUNTY, TEXAS, AS SAME IS SHOWN ON THE MAP OR PLAT OF SAID ADDITION RECORDED IN VOLUME 71, PAGE 30, DEED RECORDS OF DEWITT COUNTY, TEXAS, AND BEING THE SAME PROPERTY DESCRIBED IN DEED DATED NOVEMBER 30, 1992, FROM ELVIRA HUBER TO HAROLD HUBER ET AL, RECORDED IN VOLUME 369, PAGE 94, DEED RECORDS OF DEWITT COUNTY, TEXAS, AND BEING THE SAME PROPERTY DESCRIBED IN DEED DATED FEBRUARY 28, 2001, FROM HAROLD HUBER ET UX TO GARY BOLDT ET UX, RECORDED IN VOLUME 90, PAGE 331, OFFICIAL PUBLIC RECORDS OF DEWITT COUNTY, TEXAS, AND BEING THE SAME PROPERTY DESCRIBED IN DEED DATED JULY 15, 2007, FROM GARY BOLDT TO JAMES LUBYINESKY AND MELISSA LUBYINESKY, RECORDED IN VOLUME 230, PAGE 850, OFFICIAL PUBLIC RECORDS OF DEWITT COUNTY, TEXAS.

Secures: Promissory Note ("Note") in the original principal amount of \$66,300.00, and as renewed, modified, and extended in the amount of \$60,000.00 pursuant to the Reinstatement, Modification, Renewal, and Extension Agreement executed by David Hays and LeAnna Hays ("Borrower") and payable to the order of Lender.

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

FORECLOSURE SALE:

DATE: TUESDAY, November 7, 2023

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.

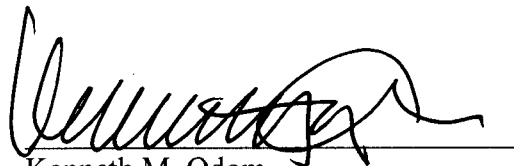
If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

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.



Kenneth M. Odom
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(361) 243-8232
ken@kmodom.com

Substitute Trustee