

COPY

NOTICE OF FORECLOSURE SALE

January 12, 2021

Deed of Trust ("Deed of Trust"):

Dated: March 21, 2014

Grantor: Rosa Sanchez

Trustee: Robert H. Wilson

Lender: REALFARR, LLC, a Texas limited liability company

Recorded in: Volume 1549, Page 3671 of the Official Public Records of Llano County, Texas.

Legal Description: Tract I: Being Lot Nos. One (1), Two (2), Three (3) and Four (4) in Block W, Llano Improvement and Furnace Company's Addition to the City of Llano, Llano County, Texas, according to the plat recorded in Volume r. Pages 641, 642, 643 and 644, Deed Records of Llano County, Texas SAVE AND EXCEPT that portion of said Lot Nos. One (1) and Two (2), hereinafter set out as Tract III.

Tract II: Being 0.084 of an acre, more or less, in the City of Llano, Llano County, Texas, part of that certain tract of land described as Tract IV, 0.66 acres in a deed to Llano Railyard, LLC, recorded in Volume 1525, Page 1977, Official Public records of Real Property of Llano county, Texas, described by metes and bounds in Exhibit "A" attached hereto.

Tract III: Being an undivided one-half (1/2) interest in and to 0.04 acre, more or less, in the City of Llano, Llano County, Texas, out of Lot Nos. One (1) and Two (2), Block W, Llano Improvement and Furnace Company's Resubdivision recorded in Volume T, Page 4, Deed Records of Llano County, Texas, said tract being part of that certain tract of land described as Tract I in a deed to Llano Railyard, LLC, recorded in Volume 1525, Page 1977, of the Official Public Records of Real Property of Llano County, Texas, described by metes and bounds in Exhibit "B" attached hereto.

(The "Property")

Secures: Promissory Note ("Note") dated March 21, 2014, in the original principal amount of \$250,000.00, executed by Rosa Sanchez ("Borrower") and payable to the order of Lender.

FORECLOSURE
FILED FOR POSTING
Marci Hadeler
COUNTY CLERK, LLANO COUNTY, TEXAS
BY A. Jatsch DEPUTY
DATE 1-12-2021
TIME 2:34 PM

Foreclosure Sale:

- Date: Tuesday, February 2, 2021
- Time: The sale of the Property shall begin no earlier than 1:00 p.m. or no later than three hours thereafter. The sale shall be completed no later than 4:00 p.m.
- Place: The South doors of the Llano County Courthouse, 801 Ford Street, Llano, 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 REALFARR, LLC'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, REALFARR, LLC, the owner and holder of the Note, has requested Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of REALFARR, LLC's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with REALFARR, LLC's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce 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 REALFARR, LLC. 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 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 51.075(a) of the Texas Property Code, 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 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.

LAW OFFICE OF RICHARD D. DAVIS

By:  _____

Susan A. Swete
SBN: 24014496
111 East Jackson Street
Burnet, Texas 78611
Telephone: 512.756.5117
Facsimile: 512.756.0164
Email: sswete@aol.com

14.01411

2014.43

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Deed of Trust

Terms

Date: 3-21-2014

Grantor: Rosa Sanchez
606 Gold Street
Kingsland, Llano County, Texas 78639

Trustee: Robert H. Wilson
P. O. Box 945
Llano, Llano County, Texas 78643

Lender: REALFARR, LLC, a Texas limited liability company
743 Ranch Road 2323
Llano, Llano County, Texas 78643

Obligation:

Note:

Date: March 21, 2014
Original principal amount: \$250,000.00
Borrower: Rosa Sanchez
Lender: REALFARR, LLC, a Texas limited liability company
Maturity date: April 1, 2044
Terms of Payment: As provided in the note.

Other Debt: None.

Property (including any improvements):

Tract I: Being Lot Nos. One (1), Two (2), Three (3) and Four (4), in Block W, Llano Improvement and Furnace Company's Addition to the City of Llano, Llano County, Texas, according to the plat recorded in Volume R, Pages 641, 642, 643 and 644, Deed Records of Llano County, Texas, SAVE AND EXCEPT that portion of said Lots Nos. One (1) and Two (2), hereinafter set out as Tract III.

Tract II: Being 0.084 of an acre, more or less, in the City of Llano, Llano County, Texas, part of that certain tract of land described as Tract IV, 0.66 acres in a deed to Llano Railyard, LLC, recorded in Volume 1525, Page 1977, Official Public Records of Real Property of Llano County, Texas, described by metes and bounds in Exhibit "A" attached hereto.

Tract III: Being an undivided one-half (1/2) interest in and to 0.04 acre, more or less, in the City of Llano, Llano County, Texas, out of Lot Nos. One (1) and Two (2), Block W, Llano Improvement and Furnace Company's Resubdivision recorded in Volume T, Page 4, Deed Records of Llano County, Texas, said tract being part of that certain tract of land described as Tract I in a deed to Llano Railyard, LLC, recorded in Volume 1525, Page 1977, of the Official Public Records of Real Property of Llano County, Texas, described by metes and bounds in Exhibit "B" attached hereto.

Prior Lien: None.

Other Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in the deed to Grantor as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2014, and subsequent assessments for that and prior years due to change in land usage, ownership, or both.

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

Clauses and Covenants

A. Grantor's Obligations

Grantor agrees to-

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency;
3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Lender, an insurance policy that-

- a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Lender approves a smaller amount in writing;
 - b. contains an 80 percent coinsurance clause;
 - c. provides all-risk coverage;
 - d. protects Lender with a standard mortgage clause;
 - e. provides flood insurance at any time the Property is in a flood hazard area;
- and
- f. contains such other coverage as Lender may reasonably require;
5. comply at all times with the requirements of the 80 percent coinsurance clause;
 6. deliver the insurance policy to Lender within ten days of the date of this deed of trust and deliver renewals to Lender at least fifteen days before expiration;
 7. obey all laws, ordinances, and restrictive covenants applicable to the Property;
 8. keep any buildings occupied as required by the insurance policy;
 9. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
 10. notify Lender of any change of address.

B. Lender's Rights

1. Lender or Lender's mortgage servicer may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
3. Lender may apply any proceeds received under the insurance policy either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the insurance proceeds available to Grantor for repairs.
4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and

then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in their discretion determine.

5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

6. If there is a default on the Obligation or if Grantor fails to perform any of Grantor's obligations, Lender may-

a. declare the unpaid principal balance and earned interest on the Obligation immediately due;

b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and

c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will-

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

3. from the proceeds of the sale, pay, in this order-

a. expenses of foreclosure, including a reasonable commission to Trustee;

b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;

c. any amounts required by law to be paid before payment to Grantor; and

d. to Grantor, any balance; and

4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default with respect to the Obligation or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Obligation and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due with respect to the Obligation and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligation or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations with respect to the Obligation and this deed of trust in the order determined by Lender. Lender is not required to

act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

10. When the context requires, singular nouns and pronouns include the plural.

11. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

12. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.

13. Grantor agrees to furnish on Lender's request evidence satisfactory to Lender that all taxes and assessments on the Property have been paid when due.

14. If Grantor transfers any part of the Property without Lender's prior written consent, Lender may declare the debt secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home occupied by Grantor, exceptions to this provision are limited to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the Property; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; and (g) transfer to an inter vivos trust in which Grantor is and remain beneficiaries and occupants of the Property.

15. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

16. If Grantor and Borrower is not the same person, the term *Grantor* includes Borrower.

17. Grantor and each surety, endorser, and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

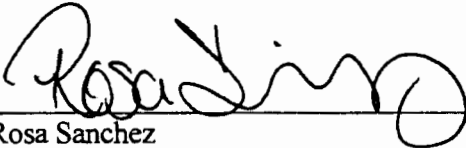
18. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

19. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

20. The term *Lender* includes any mortgage servicer for Lender.

21. Grantor represents that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is in payment of the purchase price of the Property; the debt is secured both by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose under either of the liens without waiving the other or may foreclose under both.



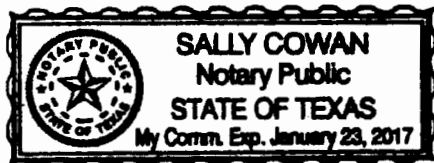
Rosa Sanchez

STATE OF TEXAS)

COUNTY OF LLANO)

Before me, on this day personally appeared Rosa Sanchez proved to me through Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Rosa Sanchez executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 21st day of March, 2014.





Notary Public

EXHIBIT A

FIELD NOTES OF 0.084 OF AN ACRE OF LAND IN THE CITY OF LLANO, LLANO COUNTY, TEXAS.

The tract of land described hereon contains 0.084 of an acre more or less in the City of Llano, Llano County, Texas, part of that certain tract of land described as Tract IV, 0.66 acres in a deed to Llano Railyard, LLC, recorded in Volume 1525, Page 1977, Llano County Official Public Records, described by metes and bounds follows:

Commencing at a spindle set in the north line of East Grayson Street, in the south line of the said 0.66 acre tract, in the north line of that certain tract of land described in a deed to Capital Metropolitan Transportation Authority recorded in Volume 1078, Page 543, Llano County Official Public Records for the southwest corner of that certain tract of land described as Tract II, 0.11 acres in a deed to Three Rivers Silver, LLC recorded in Volume 1527, Page 642, Llano County Official Public Records;

Thence N 00° 24' 55" W 12.03 feet to a ½" iron rod set in the west line of the Three Rivers Silver tract on the north side of the curb for the southeast corner and True Point of Beginning hereof;

Thence N 71° 46' 34" W 94.97 feet (L5) to a ½" iron rod set on the north side of the curb for the southwest corner hereof;

Thence N 00° 27' 06" W 40.63 feet (L6) to a ½" iron rod set in the north line of the Llano Railyard LLC 0.66 acre tract, in the south line of a tract of land called Tract 2, 0.04 of an acre surveyed this date for a common corner of Lot 1 and 2, Block W, Llano Improvement and Furnace Company's Resubdivision recorded in Volume T, Page 4, Llano County Deed Records and the northwest corner hereof;

Thence S 71° 51' 41" E, at 4.02 feet pass a ½" iron rod set for the southeast corner of said Tract 2 surveyed this date, in all 94.95 feet (L7) to a point in concrete in the north line of the Llano Railyard LLC 0.66 acre tract for a common corner of Lot 4 and 5, Block W, the northwest corner of the Three Rivers Silver Tract II and the northeast corner hereof;

Thence S 00° 24' 55" E 40.77 feet (L8) to the Point of Beginning and containing 0.084 of an acre more or less.

Basis of Bearing is State Plane Coordinates, Texas Central Zone, NAD83 HARN

All ½" iron rods have red plastic caps inscribed "FLT ASSOC".

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

EXHIBIT "B"

FIELD NOTES OF 0.04 OF AN ACRE OF LAND IN THE CITY OF LLANO, LLANO COUNTY, TEXAS.

The tract of land described hereon contains 0.04 of an acre more or less in the City of Llano, Llano County, Texas, out of Lots 1 and 2, Block W, Llano Improvement and Furnace Company's Resubdivision recorded in Volume T, Page 4, Llano County Deed Records, part of that certain tract of land described as Tract I in a deed to Llano Railyard, LLC, recorded in Volume 1525, Page 1977, Llano County Official Public Records, described by metes and bounds follows:

Commencing at a spindle set in the north line of East Grayson Street, in the south line of that certain tract of land described as Tract IV, 0.66 acres in the above said deed to Llano Railyard, LLC, in the north line of that certain tract of land described in a deed to Capital Metropolitan Transportation Authority recorded in Volume 1078, Page 543, Llano County Official Public Records for the southwest corner of that certain tract of land described as Tract II, 0.11 acres in a deed to Three Rivers Silver, LLC recorded in Volume 1527, Page 642, Llano County Official Public Records;

Thence N 00° 24' 55" W, at 12.03 feet pass a ½" iron rod set on the north side of the curb for the southeast corner of a tract of land called Tract I surveyed this date, in all 52.80 feet to a point in concrete in the north line of the Llano Railyard LLC 0.66 acre tract for a common corner of Lot 4 and 5, Block W, the northwest corner of the Three Rivers Silver Tract II and the northeast corner of said tract I surveyed this date;

Thence N 71° 51' 41" W 90.93 feet to a ½" iron rod set in the north line of the Llano Railyard LLC Tract IV, in the south line of Lot 2, Block W for the southeast corner and True Point of Beginning hereof;

Thence N 71° 51' 41" W at 4.02 feet pass a ½" iron rod set in the north line of the Llano Railyard, LLC Tract IV for a common corner of Lots 1 and 2, Block W for the northwest corner of said Tract I surveyed this date, in all 49.96 feet to a ½" iron rod set in the north line of the Llano Railyard, LLC Tract IV for the southeast corner of that certain tract of land described as Tract VI in the Llano Railyard, LLC deed, the southwest corner of Lot 1, Block W, and the southwest corner hereof;

Thence N 00° 23' 39" W 32.73 feet (L2) to a ½" iron rod set in the east line of the Llano Railyard Tract VI, in the west line of Lot 1 for the northwest corner hereof;

Thence N 89° 34' 49" E 43.71 feet (L3) to a building corner found for the northeast corner hereof;

Thence S 00° 12' 52" E 47.33 feet (L4) to the Point of Beginning and containing 0.04 of an acre more or less.

Basis of Bearing is State Plane Coordinates, Texas Central Zone, NAD83 HARN
All ½" iron rods have red plastic caps inscribed "FLT ASSOC".

RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

Return To:
OATMAN LAND TITLES, INC.
P. O. BOX 517
LLANO, TEXAS 78643
PAID: 148.00

VOL. 1549 PAGE 3679

STATE OF TEXAS
COUNTY OF LLANO

I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me and
was duly RECORDED in the Volume and Page of
the Official Public Records of Llano County, Texas.

FILED
AT 4:05 P M
ON THE 21 DAY OF
MARCH A.D.
2014.



Bette Sue Hoy

BETTE SUE HOY
COUNTY CLERK, LLANO CO, TEXAS
VOL. 1549 PAGE 3671-3680
RECORDED 3-21-14

BETTE SUE HOY
COUNTY CLERK
LLANO COUNTY, TEXAS

BY *Alhauman*
DEPUTY
04 PD *48*

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