

## Notice of Substitute Trustee's Sale

1. **Property to Be Sold.** The real property, together with improvements thereon, to be sold is described as **Lots 5 and 6, Block 7 SUBDIVISION B, FAIRVIEW HEIGHTS ADDITION, Howard County, Texas according to the map or plat thereof recorded in the Plat Records of Howard County, Texas** (referred to herein as the "Property").

2. **Instrument to be Foreclosed.** The instrument to be foreclosed is deed of trust dated **May 15, 2007**, executed by **RUDOLFO GONZALES** and **EMMA LEOS** to **LAURA FOSTER**, Trustee for the benefit of **INVESTORS FINANCIAL LIMITED PARTNERSHIP**, an Idaho limited Partnership recorded in **Book 1049, Page 417** of the Official Records of Howard County, Texas (the "*Deed of Trust*"), as modified, extended and reaffirmed by Extension or Rearrangement of Loan Agreement Real Estate Lien Note and Deed of Trust dated January 20, 2011.

3. **Indebtedness.** That one (1) certain Promissory Note (the "*Note*") dated May 15, 2007, executed by **RUDOLFO GONZALES** and **EMMA LEOS** payable to **INVESTORS FINANCIAL LIMITED PARTNERSHIP**, an Idaho limited Partnership (the "*Beneficiary*") in the original principal sum of \$34,800.00.

4. **Date, Time, and Place of Sale.** The Foreclosure Sale (*herein so called*) is scheduled to be held at the following date, time, and place:

**Date:** August 6, 2024.

**Time:** The Foreclosure Sale will begin no earlier than 10:00 A.M., or no later than three hours thereafter. The Foreclosure Sale will be completed by no later than 4:00 P.M.

**Place:** The north steps of the Howard County Courthouse located at 300 Main Street, Big Spring, Texas 79720, or as designated by the Howard County Commissioners' Court or sales of property under Tex. Prop. Code 551.002 in that county.

The Deed of Trust permits the Beneficiary to postpone, withdraw, or reschedule the Foreclosure Sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled Foreclosure Sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled Foreclosure Sale will be re-posted and re-filed in accordance with the posting and filing requirements of the Texas Property Code. The re-posting or re-filing may be after the date originally scheduled for this Foreclosure Sale.

5. **Terms of Sale.** The Foreclosure Sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the Beneficiary thereunder to have the bid credited to the Note up to the amount of the unpaid debt secured by the deed of trust at the time of Foreclosure Sale.

Bidders, other than the Beneficiary, desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

FILED at 2:31 P.M. O'clock 7-3-2024  
BRENT ZITTEK, CPE, County Clerk, Howard County, Texas  
By Angie [Signature] Deputy

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 (including voluntary and involuntary liens) 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, and ad valorem property taxes, assessments or other charges (including penalties, interest and fees, if applicable) for the current year and prior years (if any) due with regard to the Property (the "*Permitted Exceptions*"). The Foreclosure Sale shall not cover any part of the Property that has been released of public record from the lien of the deed of trust. Prospective bidders are strongly urged to examine the applicable property records and tax records to determine the nature and extent of such matters, if any. **IN TEXAS, PURCHASERS OF FORECLOSURE PROPERTY BUY AT THEIR PERIL.**

Pursuant to the deed of trust, the Beneficiary has appointed Shonda K. Folsom as substitute trustee, and has directed the said substitute trustee or any future substitute trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold in its "**AS IS**", "**WHERE IS**" condition, with "**ALL FAULTS**", and without any express or implied warranties, except as to the warranties of title (if any) provided for under the terms of the deed of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property. **By bidding, bidders agree to assume all risk of loss in connection with the condition of the Property (including the improvements, if any, located thereon), including, but not limited to whether the Property (including the improvements, if any, located thereon), is suitable or fit for a particular purpose or use or habitability. No representations are made by the undersigned concerning (a) the physical condition of the Property (including the improvements, if any, located thereon), (b) the soil conditions existing at the Property for any particular purpose or development potential, (c) the nature or quality of the construction, structural design and/or engineering of the improvements, if any, (d) the quality of labor and materials included in the improvements, if any, (e) the presence or absence of any hazardous substance or matter in or on the Property (including the improvements, if any, located thereon), (f) compliance of the Property (including the improvements, if any, located thereon) with applicable laws, regulations, or other governmental requirements including any and all laws, statutes, ordinances, rules, regulations, orders, or determinations of any governmental authority pertaining to the health or the environment in effect in any and all jurisdictions in which the Property is located, or (g) the Permitted Exceptions.**

Pursuant to section 51.0075 of the Texas Property Code, the trustee (or 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 Foreclosure Sale of the day held by the trustee or any substitute trustee.