

POSTED
Date: June 12, 2023
Time: 11:02
Sharla Keith, County Clerk
Nolan County, Texas
By NK Deputy

Notice of Foreclosure Sale

June 12, 2023

Deed of Trust ("Deed of Trust"):

Dated: May 2, 2022
Grantor: Fabian Reyna; and Jennifer Vest
Trustee: Mark Hargrove
Lender: Robert L. Pieper
Recorded in: Volume No. 1693, Page No. 123, Official Public Records, Nolan County, Texas
Property: All of Lot No. 14, in Block No. 18, of the Mineral Wells Additions to the Town of Sweetwater, Nolan County, Texas, also commonly known as 709 Hill Street, Sweetwater, Texas 79556.
Secures: Promissory Note ("Note") in the original principal amount of \$30,000.00, executed by Fabian Reyna and Jennifer Vest, ("Borrower"), and payable to the order of Lender

Security Agreement ("Security Agreement"):

Dated: May 2, 2022
Debtor: Fabian Reyna; and Jennifer Vest
Secured Party: Robert L. Pieper
Classification of Collateral: Equipment
Collateral (including all accessions): All of Debtor's interest in the following personal property and all proceeds of such property, including Year 2019, Make CONS Vin #SA201907.

Foreclosure Sale:

Date: Wednesday, July 5, 2023
Time: The sale of the Property and Collateral 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: In the area of the Nolan County Courthouse, in Sweetwater, Texas, designated by the Commissioners Court, pursuant to Section 51.002 of the Texas Property Code, as the place where the foreclosure sales are to take place. If no place is designated by the Commissioners Court, the sale will be conducted at the place where this Notice of Foreclosure Sale was posted.
Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property and Collateral will be sold to the highest bidder for cash, except that Robert Pieper's bid may be by credit against the indebtedness secured by the lien of the Deed of

Trust and Security Agreement.

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, Robert Pieper, the owner and holder of the Note, has requested Trustee to sell the Property.

The Deed of Trust and Security Agreement may encumber both real and personal property. Formal notice is hereby given of Robert Pieper's election to proceed against and sell both the real property and any personal property described in the Deed of Trust and Security Agreement in accordance with Robert Pieper's rights and remedies under the Deed of Trust and Security Agreement 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, Trustee will sell the Property and Collateral in accordance with the Terms of Sale described above, the Deed of Trust, the Security Agreement, and applicable Texas law.

If Robert Pieper 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 and Security Agreement, 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 and Collateral, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust or Security Agreement. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property or Collateral that has been released of public record from the lien and/or security interest of the Deed of Trust or Security Agreement by Robert Pieper. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

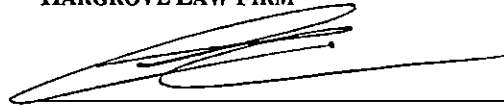
Pursuant to section 51.009 of the Texas Property Code, and the Texas Business and Commerce Code, the Property and Collateral will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust or the Security Agreement. Prospective 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, 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.

THIS INSTRUMENT APPOINTS THE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

HARGROVE LAW FIRM



Mark Hargrove, Attorney

✓ Andrew Linn, Attorney

Trustee

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