

NOTICE OF TRUSTEE'S SALE and APPOINTMENT OF SUBSTITUTE TRUSTEE

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE 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.

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.

1. Date, Time, and Place of Sale.

Date: October 1, 2019

Time: Between 10am-1pm and beginning not earlier than 12pm or not later than three hours thereafter.

Place: The West Porch of the Atascosa County Courthouse, located at 1 Courthouse Circle Drive, Jourdanton, Atascosa County, Texas 78026, or in the area designated by the Commissioners Court of Atascosa County, pursuant to §51.002 of the Texas Property Code as amended.

2. Terms of Sale. The 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 sale. Those desiring to purchase property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted. The 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 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. The 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 to determine the priority, nature and extent of such matters, if any.

3. Instrument to be Foreclosed. The Instrument to be foreclosed is the Deed of Trust dated 12/7/10 and recorded in the real property records of Atascosa County, TX and is recorded under Clerk's File/Instrument Number, 118831 with DENISE CORONADO and ALEJANDRO GALINDO (grantors) and LEGACY HOUSING, LTD. beneficiary.

4. Obligations Secured. Deed of Trust executed by DENISE CORONADO and ALEJANDRO GALINDO, securing the payment of the indebtedness in the original amount of \$27,625.00, and obligations therein described including but not limited to the Manufactured Home Retail Installment Sales Contract Security Agreement and Disclosure (the "Contract") and all modifications, renewals, and extensions. Legacy Housing Corporation, formerly known as Legacy Housing, LTD., is the current beneficiary of the Contract and Deed of Trust.

5. **Property to be Sold.** BEING ALL OF LOT NUMBERS ONE (1) AND THREE (3), IN BLOCK NUMBER EIGHTY-EIGHT (88) IN THE CITY OF JOURDANTON, ATASCOSA COUNTY, TEXAS, AS PER MAP OR PLAT OF SAID CITY, APPEARING OF RECORD IN VOLUME 34, PAGE 1 OF THE PLAT RECORDS OF ATASCOSA COUNTY, TEXAS, AND INCLUDING ALL PERSONAL PROPERTY THEREOF.
6. **Personal Property.** The Deed of Trust and Contract may encumber both real and personal property. Formal notice is hereby given of Trustee's election to proceed against and sell both the real and any personal property described in the Deed of Trust and Contract in accordance with its rights and remedies under the Deed of Trust and Contract and in section 9.604(a) of the Texas Business and Commerce Code.
7. **Appointment of Substitute Trustee.** In my capacity as the attorney for the present owner and holder of the note, and pursuant to Section 51.0076(3) Texas Property Code, I hereby name, appoint, and designate Terry Tibbets or Jeff Burt, the Substitute Trustee(s) in the above described Deed of Trust and/or to act under and by virtue of said Deed of Trust, including posting and filing the public notice required under Section 51.002 Texas Property Code as amended, and to proceed with a foreclosure of the Deed of Trust lien securing the payment of said note.

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person, including the purchaser, requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against Trustee, Substitute Trustee, Mortgagor, Mortgagee, or the Mortgagee's attorney.

Default has occurred under the Deed of Trust, and the Beneficiary has requested the above-named Trustee or Substitute Trustee(s) to conduct this public sale. Notice is given that before the sale the Beneficiary or the Beneficiary's attorney may appoint another substitute trustee to conduct the sale.

The Substitute Trustee's address is c/o Legacy Housing Corporation, Attn: Neal Suit and Samuel Snyder, 1600 Airport Freeway, Suite 100, Bedford, Texas 76022.

WITNESS MY HAND on this the 21st day of August 2019.



Neal J. Suit, State Bar No. 24041988
Attorney of Authorized Agent for the
Mortgagee or Mortgagee's Servicer
Legacy Housing Corporation
1600 Airport Freeway, Suite 100
Bedford, Texas 7602

FILED FOR RECORD

2019 AUG 27 PM 4:02

DIANE GONZALES
ATASCOSA COUNTY CLERK

BY  DEPUTY