

JUL 31 2025**NOTICE OF DEFAULT AND FORECLOSURE SALE****VANESSA JAMES, County Clerk
JACK COUNTY, TEXAS****BY _____ DEPUTY**

WHEREAS, on July 26, 2012, a certain Deed of Trust was executed by Paula M. Sharp and Bobby Sharp, as Borrowers in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Genworth Financial Home Equity Access, Inc., as beneficiary, and was recorded on August 07, 2012, in Book 0895, Page 0545 in the Office of the Recorder, Jack County, Texas; and

WHEREAS the Deed of Trust was insured by the United States Secretary of Housing and Urban Development (the "Secretary") pursuant to the National Housing Act for the purpose of providing single family housing; and

WHEREAS, the Deed of Trust is now owned by the Secretary, pursuant to an assignment dated March 07, 2019, and recorded on July 19, 2019, in Book 1068, Page 0221 in the Office of the Recorder, Jack County, Texas; and

WHEREAS, a default has been made in the covenants and conditions of the Deed of Trust, as of October 16, 2024 in that the Borrower died and the Property is not the principal residence of at least one surviving borrower. As of the date of this notice, the loan remains in default; and

WHEREAS the entire amount delinquent as of June 20, 2025, is \$169,690.99 and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Mortgage to be immediately due and payable.

NOW THEREFORE, pursuant to powers vested in me by the Single Family Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR Part 27 subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on April 22, 2022 in Instrument Number 20220001847 notice is hereby given that, on September 2, 2025 at 1PM - 4PM local time, all real and personal property at or used in connection with the following described premises ("Property"), will be sold at public auction to the highest bidder(s):

See attached legal description.

Commonly known as: 530 Richardson St, Jacksboro, TX 76458

Permanent Parcel Number(s): 2404

The sale will be held in the lobby of the STEPS FRONTING THE DOORS ON THE WEST SIDE OF THE COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE.

The United States Secretary of Housing and Urban Development will bid \$174,671.49, plus any additional accrual, fees, costs, or charges incurred by the Secretary up to the date of sale.

There will be no proration of taxes, rents or other income or liabilities, except that the purchaser(s) will pay, at or before closing, his (their) pro-rata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making their bids, all bidders, except the Secretary, must submit a deposit totaling \$17,467.15 in the form of a certified check or cashier's check made out to the United States Secretary of Housing and Urban Development. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of \$17,467.15 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the high bidder, he need not pay the bid amount in cash. The successful bidder(s) will pay all conveyancing fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidder(s) will be returned to them.

The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a fee of \$500, paid in advance. The extension fee shall be paid in the form of a certified or cashier's check made payable to the United States Secretary of Housing and Urban Development. If the high bidder(s) close(s) the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due at closing.

If the high bidder(s) is/are unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit, or at the election of the foreclosure commissioner after consultation with the HUD representative, will be liable to the Secretary for any costs incurred as a result of such failure, and the Commissioner may, at the direction of the HUD Field Office Representative, offer the Property to the second highest bidder for an amount equal to the highest price offered by that bidder.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant.

The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the United States Secretary of Housing and Urban Development, before public auction of the property is completed.


The amount that must be paid if the mortgage is to be reinstated prior to the scheduled sale is \$174,671.49 as of September 2, 2025, plus all other amounts that would be due under the

mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien record searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement.

Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below.

Date: July 24, 2025

Foreclosure Commissioner


Justin Ritchie, Esq. on behalf of
JAMES E. ALBERTELLI, P.A.
HUD Foreclosure Commissioner

Acknowledgment

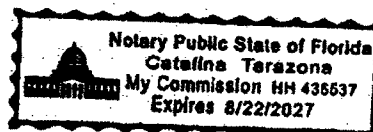
State of FLORIDA)
County of HILLSBOROUGH)

Before me the undersigned authority, on this day personally appeared Justin Ritchie, known to me (or proved to me through an identity card or other document) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal on this 24 day of July, 2025.

(Seal) Catalina Tarazona

Notary Public
My Commission Expires:



This Instrument prepared by:
Justin Ritchie, Esq.
5404 Cypress Center Dr, Suite 300
Tampa, FL 33609
Firm # 24-038694

LEGAL DESCRIPTION

BEGINNING AT A 2 INCH CAP ON A 5/8 INCH IRON ROD FOUND ON THE NORTH SIDE OF RICHARDSON STREET BEING THE SOUTHEAST CORNER OF THE SAID SHARP TRACT AND THE SOUTHWEST CORNER OF THE GARY OLIVER TRACT RECORDED IN VOLUME 724, PAGE 663, OFFICIAL PUBLIC RECORDS OF JACK COUNTY.

THENCE NORTH 89 DEGREES 50 MINUTES 29 SECONDS WEST FOR A DISTANCE OF 76.50 FEET TO A 2 INCH CAP ON A 5/8 INCH IRON ROD SET ON THE NORTH SIDE OF THE SAID STREET BEING THE SOUTHWEST CORNER OF THE SAID SHARP TRACT AND THE SOUTHEAST CORNER OF THE BOBBY E. SHARP AND PAULA M. SHARP TRACT RECORDED IN VOLUME 790, PAGE 507, OFFICIAL PUBLIC RECORDS OF JACK COUNTY.

THENCE NORTH 00 DEGREES 09 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 129.00 FEET TO A 2 INCH CAP ON A 5/8 INCH IRON ROD SET BEING THE NORTHWEST CORNER OF THE SAID SHARP TRACT AND THE NORTHEAST CORNER OF THE SAID BOBBY SHARP TRACT ON THE SOUTH LINE OF THE JUAN SALAZAR TI ACT RECORDED IN VOLUME 867, PAGE 225, OFFICIAL PUBLIC RECORDS OF JACK COUNTY.

THENCE SOUTH 89 DEGREES 50 MINUTES 29 SECONDS EAST FOR A DISTANCE OF 76.50 FEET TO A 2 INCH CAP ON A 5/8 INCH IRON ROD FOUND BEING THE NORTHEAST CORNER OF THE SAID SHARP TRACT, THE SOUTHEAST CORNER OF THE SAID SALAZAR TRACT, THE SOUTHWEST CORNER OF THE GARY OLIVER TRACT RECORDED IN VOLUME 682, PAGE 281, OFFICIAL PUBLIC RECORDS OF JACK COUNTY AND THE NORTHWEST CORNER OF THE SAID OLIVER TRACT RECORDED IN VOLUME 724, PAGE 663;

THENCE SOUTH 00 DEGREES 09 MINUTES 45 SECONDS WEST FOR A DISTANCE OF 129.00 FEET TO THE PLACE OF BEGINNING.