

RH Lending, A Series of Republic Heritage, LLC
130 N. Preston Rd. Suite 546
Prosper, Texas 75078-9808
(346) 279-1474

February 24, 2024

Certified Mail Elec. Return Receipt#

Mercedes Molina
7242 Sweetwater Shining Trl.
Cypress, Texas 77433

Re: Notice of acceleration and foreclosure sale regarding the following instruments, among others (collectively, the "Loan Documents"):

Property: Lot 9 Top Flite Trinity, Texas 75862

Deed of Trust ("Deed of Trust"):

Dated: December 20, 2022

Grantor: Mercedes Molina

Trustee: Nick Maki

Lender: LANDTRUST USA, INC. assigned to RH Lending, A Series of Republic Heritage, LLC

Recorded in: Clerk's file no. 194939 of the real property records of Trinity County, Texas

Secures: Promissory Note ("Note) in the original principal amount of \$2,500.00, executed by Mercedes Molina ("Borrower") and payable to the order of Lender.

Dear Mercedes Molina:

This letter is written on behalf of RH Lending, A Series of Republic Heritage, LLC. Written notice dated January 20, 2024, was served on Borrower by RH Lending, A Series of Republic Heritage, LLC, by certified mail electronic return receipt requested, informing Borrower of the existence of one or more defaults under the Note and the Deed of Trust ("Defaults"). The Note, among other things, constitutes part of the indebtedness secured by the Deed of Trust ("Indebtedness"). In that notice, demand was made on Borrower to pay the unpaid past due amounts then owing under the Note and Borrower was advised of RH Lending, A Series of Republic Heritage, LLC intention to accelerate the maturity of the Note if the Defaults were not cured.

According to the records of RH Lending, A Series of Republic Heritage, LLC., Borrower has not cured the Defaults. Therefore, RH Lending, A Series of Republic Heritage, LLC., by this letter, accelerates the maturity of the Indebtedness (including all unpaid principal of, and all lawful accrued and unpaid interest and other lawful amounts due under, the Note) and declares the entire Indebtedness immediately due and payable.

RH Lending, A Series of Republic Heritage, LLC makes demand (1) on Borrower and on all persons and entities obligated on the Note (except to the extent that obligation is expressly limited by written contract or applicable law) for payment in full of the entire Indebtedness and (2) on Grantor for payment of rents and proceeds of any rents to which RH Lending, A Series of Republic Heritage, LLC is entitled under the Loan Documents and Texas Property Code chapter 64, Assignment of Rents to Lienholder. The **Indebtedness owed as of the date of this letter is \$2,768.17**

RH Lending, A Series of Republic Heritage, LLC has instructed Trustee to sell the Property (as defined in the notice below) at a nonjudicial foreclosure sale ("Foreclosure Sale"). A copy of the Notice of Foreclosure Sale ("Notice") specifying the date, time, place, and terms of the Foreclosure Sale is enclosed with this letter. If all amounts due and owing have not been paid or if other arrangements satisfactory to RH Lending, A Series of Republic Heritage, LLC have not then been made by the Foreclosure Sale, Trustee will conduct the Foreclosure Sale on the date and at the time and place specified in the Notice, as authorized by and in accordance with the provisions of the Deed of Trust and applicable law.

If the proceeds of the Foreclosure Sale are insufficient to repay the Indebtedness, then, except to the extent the Indebtedness is expressly nonrecourse or any party's liability is expressly limited by written contract or applicable law, each person and entity obligated to repay the Indebtedness will be jointly and severally liable for the deficiency.

If any party who receives this letter is a debtor in a bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code (title 11 of the United States Code), this letter is merely intended to be written notice of the defaults under the Note in compliance with the Loan Documents and applicable law. This letter is not an act to collect, assess, or recover a claim against that party, nor is this letter intended to violate any provisions of the Code. Any and all claims that RH Lending, A Series of Republic Heritage, LLC. asserts against that party will be properly asserted in compliance with the Code in the bankruptcy proceeding. In addition, all of RH Lending, A Series of Republic Heritage, LLC claims, demands, and accruals regarding the Loan Documents, whenever made, and whether for principal, interest, or otherwise, are intended to comply in all respects, both independently and collectively. with all applicable usury laws, and are accordingly limited so that all applicable usury laws are not violated.

Nothing contained in this letter is intended to waive any default or event of default; waive any rights, remedies, or recourses available to RH Lending, A Series of Republic Heritage, LLC.; or be an election of remedies resulting from any default that may exist with respect to the Loan Documents.

You may contact Jack Gurley of RH Lending, A Series of Republic Heritage, LLC at 130 N Preston Rd Suite 546, Prosper, Texas, 75078, 346-279-1474, regarding any questions that you may have, including the outstanding balance of the past due amounts on the Note as

of any particular date. If you have any questions that you believe I can answer, you or your attorney may contact me at the telephone number or address listed below.

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.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Nick Maki". The signature is written in a cursive style with a horizontal line underneath it.

Nick Maki, Trustee

RH Lending, A Series of Republic Heritage, LLC

Notice of Foreclosure Sale

February 24, 2024

Deed of Trust ("Deed of Trust"):

Dated: December 20, 2022

Grantor: Mercedes Molina

Trustee: Nick Maki

Lender: Land Trust USA, INC. RH Lending, A Series of Republic Heritage, LLC

Recorded in: Clerk's file no. 194939, of the real property records of Trinity County, Texas.

Legal Description: BEING Lot Nine (9), Block Twelve (12), Section Nine (9) of WESTWOOD SHORES SUBDIVISION according to the map or plat of record in Volume 2, Page 129 et seq and re-recorded in Cabinet A, Slide 198 et seq in the Plat Records of Trinity County, Texas.

Secures: Promissory Note ("Note") in the original principal amount of \$2,500.00 executed by Mercedes Molina ("Borrower") and payable to the order of Lender.

Foreclosure Sale:

Date: April 2, 2024

Time: The sale of the Property will be held between the hours of 10:00 **A.M.** and 2:00 P.M. local time; the earliest time at which the **Foreclosure Sale will begin 10:00 a.m. and not later than three hours thereafter.**

Designated Area: Front Center Steps of the Trinity County Courthouse, 287 N. Groveton, Texas 75845, or in the area designed by the Commissioner's Court, pursuant to Section 51.002 of the Texas Property Code.

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 RH Lending, A Series of Republic Heritage, LLC's bid may be by credit against the indebtedness of 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, RH Lending, A Series of Republic Heritage, 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 RH Lending, A Series of Republic Heritage, LLC election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with RH Lending, A Series of Republic Heritage, LLC rights and remedies under the Deed of Trust 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 in accordance with the Terms of Sale described

above, the Deed of Trust, and applicable Texas law.

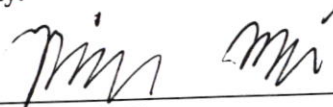
If RH Lending, A Series of Republic Heritage, LLC passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, 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 RH Lending, A Series of Republic Heritage, 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 as 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 51.0075(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.**



Nick Maki, Trustee
RH Lending, A Series of Republic Heritage, LLC
130 N. Preston Rd. Suite 546
Prosper, Texas 75078-9808
Telephone (346) 279-1474

FILED
at 11:40 o'clock M

MAR 11 2024

SHASTA BERGMAN
COUNTY CLERK, TRINITY CO., TEXAS
BY 

RH Lending, A Series of Republic Heritage, LLC
130 N. Preston Rd. Suite 546
Prosper, Texas 75078-9808
(346) 279-1474

February 24, 2024

Trinity County Clerk
P.O. Box 457
Groveton, Texas 75845

Re: Filing and posting one Notice(s) of Foreclosure Sale for April 2, 2024 in Trinity County, Texas

Property: Lot 9 Top Flite, Trinity, Texas 75862

Dear Clerk,

Enclosed are an original and copy of Notice of Foreclosure Sale to be posted at the appropriate courthouse door or designated place for Trinity County. Please file and post the notice as soon as possible. **Please post the notice as soon as possible but no later than March 12, 2024.**

Please return a file-stamped or confirmed copy of the document(s) filed to the undersigned in the self-addressed, stamped envelope enclosed for your convenience.


I am enclosing a check in the amount of \$_____, for your fees to file and post the notices. **If the fees are incorrect, please call me immediately so I can get the correct amount of fees to you as soon as possible.**

If you have any questions regarding this matter, then please contact (346) 279-1474 or email: jack@landtrustusa.com

Very truly yours,



Nick Maki, Trustee
RH Lending, A series of Republic
Heritage, LLC

FILED
at 11:40 o'clock A M
MAR 11 2024
SHASTA BERGMAN
COUNTY CLERK TRINITY CO., TEXAS
BY  PRR/LLC

Enclosure(s)