

FORECLOSURE TRANSCRIPT

By that one certain Deed of Trust [Date], executed by [mortgagor's name] (Mortgagor), Mortgagor conveyed all of [his or her] right, title, and interest in the property described below to [name] as Trustee. The Deed of Trust was filed for record in the Official Public Real Records of [name of county], Texas under [recording information].

The real property conveyed by Mortgagor to Trustee is located in [county] Texas, and is described as follows [set forth legal description and street address], together with any improvements, if any, thereon.

The recorded lien further includes all other property that may be set forth in the Deed of Trust to secure the payment of that one certain Real Estate Lien Note [Date], executed by Mortgagor and payable to the order of [lender's name] (Beneficiary) and any and all other indebtedness secured by the Deed of Trust.

The Note described above is in default and its entire unpaid balance is due and payable; and

The Beneficiary intends to enforce the power of sale as set forth in the Deed of Trust; and

[If a substitute trustee has been appointed, add; Whereas the Deed of Trust grants Beneficiary the right to appoint a Substitute or Successor Trustee to act in the stead of the named Trustee; and

The Beneficiary has appointed me; (name); as Substitute Trustee], and

The Beneficiary has directed me as Trustee [or Substitute Trustee] to enforce the power of sale under the Deed of Trust for the purpose of collecting the indebtedness secured by the Deed of Trust after giving notice of the time, place, and terms of the sale and the property to be sold pursuant to the Deed of Trust and the laws of the State of Texas; and

Notice of this sale has been duly filed and recorded in [County], Texas, and notice of this sale has also been publicly posted at least 21 consecutive days before the date of this sale and served at least 21 days prior to the date of sale by certified mail on each debtor obligated to pay the Note and indebtedness secured by the Deed of Trust at his or her last known address according to the records of Beneficiary;

Therefore, I, as [Trustee or Substitute Trustee] do hereby offer for sale all of the property at this public auction to the highest bidder for cash, at this place and time this place being the Courthouse Door of [County], and the time being approximately _____ o'clock [a.m. or p.m.] which time is between the hours of 10:00 a.m. and 4:00 p.m. on the First Tuesday in [month] the [date].

The sale of the property is “as is” and “with all faults”; no representations or warranty; express or implied, is made as to the condition or possession of the property.

The first bid I have is on behalf of [beneficiary] and is in the amount of \$[Amount outstanding on mortgage plus all expenses].

Do I have any other bids?

The highest bid I have is for \$Amount). Are there any other bids? If not going once, going twice, sold for \$[Amount] to [Name].

The bidding on the property is closed. At this time, will the successful bidder come and sign a copy of this script for my records. The amount of the bid shall be paid in cash, by a cashier’s check in the amount of \$[Amount] payable to [name of beneficiary]. The check shall be [indicate delivery method and time and place].

The above script was read by [Trustee or Substitute Trustee] on [date and time] at the time and place stated above, and the statement accurately represents what transpired at the foreclosure sale.

Trustee or Substitute Trustee

Witness

Purchaser