

Hermitage Mortgage LLC. FILED FOR RECORD

PO Box 851025

Richardson, TX 75085

August 4, 2026

2026 AUG 10 AM 10:18

CLERK OF DISTRICT COURT
COUNTY CLERK, VAN ZANDT

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DEPUTY

Narciso Cruz Hipolito and Yesenia Gutierrez
803 Gibbard Ave,
Wills Point, TX 75169

VIA CMRRR# 9414 8118 9876 5595 6346 10

and VIA REGULAR MAIL

RE: Notice of Acceleration of Promissory Note date **March 4, 2024** with a debt in the Original Principal Amount of **\$112,340** executed by **Narciso Cruz Hipolito and Yesenia Gutierrez** payable to the order of **Hermitage Mortgage LLC.**

Dear **Narciso Cruz Hipolito and Yesenia Gutierrez,**

This letter is being sent to you as the debtor on the indebtedness evidenced by the debt described above. You were notified by letter of **July 14, 2026**, that default had occurred in the payment of the debt and that Hermitage Mortgage LLC. the holder would accelerate the maturity of such debt on or after **July 1, 2026**, unless the default was cured before that time and have a trustee sell your property at auction. Because of your failure to cure the default in payment of the debt, your indebtedness has been accelerated. The amount due on this indebtedness as of today is **\$111,209.08** in principal, plus all unpaid accrued interest since **June 1, 2026** and any late charges, any tax or insurance advances and attorney fees. The debt will continue to accrue interest at the rate set forth in the Promissory Note until paid. Additionally, the Deed of Trust provides for reimbursement of reasonable attorney's fees incurred by the holder and beneficiary or these instruments in the collection of the indebtedness owed on the Deed of Trust.

Unless you dispute the validity of the debt, or any portion thereof, within **thirty days** after receipt of this notice, the debt will be assumed to be valid by the undersigned. If you notify the undersigned in writing within thirty days of the receipt of this letter that the debt, or any portion thereof, is disputed, I will obtain verification of the debt and will mail a copy of the verification to you. Upon your written request, within the thirty-day period for the verification, I will provide you with the name and address of the original creditor. These **thirty-day** periods do not alter, waive, or affect the time for payment set forth above. You are notified that any information you give me will be used in the collection of the debt owed the noteholder.

You may contact me at the **Hermitage Mortgage LLC.** PO Box 851025 Richardson, TX 75085 for further information concerning the exact amount due and owed on the note for arranging the payment of your indebtedness.

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 of 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.

PLEASE BE ADVISED THAT THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND THAT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Demand is hereby made that this indebtedness be paid. A notice of Foreclosure Sale for **September 1, 2026**, is enclosed herewith.

Sincerely yours,



Scott Belsley

NOTICE OF FORCLOSURE SALE

Notice is hereby given of a public nonjudicial foreclosure sale.

1. Property To Be Sold. The property to be sold is described as follows:

Lots One (1), Two (2), and Three (3), Block Eight (8) of Harris Addition, an Addition to the City of Wills Point, Van Zandt County, Texas, according to the Map or Plat thereof recorded in Slide 162B of the Plat Records of Van Zandt County, Texas

Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: September 1, 2026

Time: The sale shall begin no earlier than 11:00 a.m. or no later than three hours thereafter. The sale shall be completed by no later than 2:00 p.m.

Place: Van Zandt County Courthouse, 121 East Dallas Street, Canton, TX 75103.

The Deed of Trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the Deed of Trust need not appear

at the date, time and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. Such reposting or refiling may be after the date originally scheduled for this sale.

3. 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 indebtedness up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale. All noteholders will be acting and bidding jointly.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold.

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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

4. Type of Sale. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by **Narciso Cruz Hipolito and Yesenia Gutierrez ("Debtor")**. The Deed of Trust is dated **March 4, 2024**, and was recorded in the office of the **County Clerk of Van Zandt County, Texas on March 7, 2024**, under instrument No. **2024-001966**.

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including but not limited to the Promissory Note in the original principal amount of **\$112,340** executed by

Debtor and payable to the order of Hermitage Mortgage LLC. Is the owner and holder of the Obligations and the beneficiary under the Deed of Trust.

6. Notice. ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE, OR YOUR SPOUSE IS SERVING IN ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS 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 SERNDER OF THIS NOTICE IMMEDIATELY.

Questions concerning the sale may be directed to the undersigned.

7. Default and Request to Act. The indebtedness is now due, and the beneficiary has requested me, as substitute trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

DATED: August 4, 2026



Scott Belsley, Manager

Hermitage Mortgage LLC.

PO Box 851025

Richardson, TX 75085

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