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FILED  
HAYS COUNTY, TEXAS  
at 9:14 o'clock A.M.

DEC 18 2025

*Elaine H. Cardenas*  
NOTICE OF SUBSTITUTE TRUSTEE'S SALE  
COUNTY CLERK

T.S. #: 2024-12503-TX

**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.**

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

Date: 2/3/2026  
Time: The earliest time the sale will begin is 1:00 PM, or within three (3) hours after that time.  
Place: Hays County Courthouse, Texas, at the following location: 712 South Stagecoach Trail, San Marcos, TX 78666 THE SOUTH DOOR OF THE HAYS COUNTY GOVERNMENT CENTER AT 712 SOUTH STAGECOACH TRAIL  
Or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioners Court, pursuant to section 51.002 of the Texas Property Code.

**Property To Be Sold** - The property to be sold is described as follows:

Lot 4, Block I, Southlake Ranch Subdivision, Phase 3, an addition to the City of Kyle, Hays County, Texas, according to the map or plat thereof recorded in Volume 12, Pages 18-20, Plat Records of Hays County, Texas.

Commonly known as: 284 ONYX LAKE DR KYLE, TX 78640

**Instrument to be Foreclosed** - The instrument to be foreclosed is the Deed of Trust dated 6/16/2017 and recorded in the office of the County Clerk of Hays County, Texas, recorded on 6/20/2017 under County Clerk's File No 17020916, in Book -- and Page -- The subject Deed of Trust was modified by Loan Modification recorded as Instrument 22037605 and recorded on 08/02/2022 of the Real Property Records of Hays County, Texas.

Grantor(s):	JUSTIN WILLIAM PENDLETON, A SINGLE PERSON
Original Trustee:	BLACK, MANN & GRAHAM L.L.P.
Substitute Trustee:	Nestor Solutions, LLC, Auction.com, LLC, Xome Inc., Tejas Corporate Services, LLC, Angela Zavala, Richard Zavala, JR., Michelle Jones, Sharlet Watts, Abstracts/Trustees of Texas, LLC, Jim Mills, Susan Mills, Andrew Mills-Middlebrook, Ed Henderson, George Hawthorne, Kyle Walker, Jeff Benton, Brian Hooper, Mike Jansta, Mike Hayward, Jay Jacobs, Resolve Trustee Services, LLC
Original Mortgagee:	Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for ENCOMPASS LENDING GROUP, LP., its successors and assigns
Current Mortgagee:	Freedom Mortgage Corporation
Mortgage Servicer:	Freedom Mortgage Corporation

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The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the referenced property securing the above referenced loan.

**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 mortgagee 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 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.

Pursuant to the Deed of Trust, the mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (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 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

**Obligations Secured** - The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including by not limited to (1) the promissory note in the original principal amount of \$168,181.00, executed by JUSTIN WILLIAM PENDLETON, A SINGLE PERSON, and payable to the order of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for ENCOMPASS LENDING GROUP, LP., its successors and assigns; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of Trustor(s) to the current holder of the Obligations to the mortgagee under the deed of trust.

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Questions concerning the sale may be directed to the undersigned or to the Mortgagee:

**Freedom Mortgage Corporation**  
11988 EXIT 5 PKWY BLDG 4  
FISHERS IN 46037-7939  
Phone: (855) 690-5900

**Default and Request to Act** - Default has occurred under the deed of trust, and the mortgagee has requested me, as Trustee, to conduct this sale. Notice is given that before the sale the mortgagee may appoint another person substitute trustee to conduct the sale.

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T.S. #: 2024-12503-TX

Dated: DEC 18 2025

Nestor Solutions, LLC, Auction.com, LLC, Xome Inc., Tejas Corporate Services, LLC, ~~Angela Zavala, Richard Zavala, JR., Michelle Jones, Sharlet Watts, Abstracts/Trustees of Texas, LLC, Jim Mills, Susan Mills, Andrew Mills-Middlebrook, Ed Henderson, George Hawthorne, Kyle Walker, Jeff Benton, Brian Hooper, Mike Jansta, Mike Hayward, Jay Jacobs, Resolve Trustee Services, LLC~~

Angela Zavala

c/o Nestor Solutions, LLC  
214 5th Street, Suite 205  
Huntington Beach, California 92648  
Phone: (888) 403-4115  
Fax: (888) 345-5501

For sale information visit: <https://www.xome.com> or Contact (800) 758-8052.

SENDER OF THIS NOTICE:  
AFTER FILING, PLEASE RETURN TO:

Nestor Solutions, LLC  
214 5th Street, Suite 205  
Huntington Beach, California 92648

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEC 18 2025

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 Clerk of this notice immediately.

County Clerk

DEED OF TRUST INFORMATION:

Date: **March 13, 2007**  
 Grantor(s): **MARIE SMITH, A SINGLE PERSON**  
 Original Mortgagee: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION**  
 Original Principal: **\$116,000.00**  
 Recording Information: **Book 3126, Page 676**  
 Property County: **Hays**  
 Property: **LOT 58, BLOCK F, OF CREEK SIDE PARK, SECTION FIVE P.U.D., A SUBDIVISION IN HAYS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 8, PAGES 372-373, OF THE PLAT REOCRDS OF HAYS COUNTY, TEXAS.**  
 Property Address: **179 Kates Cove  
Buda, TX 78610**

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: **MCLP Asset Company, Inc.**  
 Mortgage Servicer: **Shellpoint Mortgage Servicing**  
 Mortgage Servicer: **75 Beattie Place**  
 Address: **Greenville, SC 29601**

SALE INFORMATION:

Date of Sale: **February 3, 2026**  
 Time of Sale: **12:00 PM or within three hours thereafter.**  
 Place of Sale: **Hays County Government Center, 712 South Stagecoach Trail, San Marcos, TX 78666, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court.**  
 Substitute Trustee: **Auction.com, LLC, and Padgett Law Group, any to act**  
 Substitute Trustee: **546 Silicon Dr., Suite 103**  
 Trustee Address: **Southlake, TX 76092**

**APPOINTMENT OF SUBSTITUTE TRUSTEE:**

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) 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.

The undersigned is the attorney for the mortgagee and/or mortgage servicer, and in such capacity does hereby remove the original trustee and all successor substitute trustees under the above-described Deed of Trust and appoints in their place, any to act, those substitute trustees identified in the SALE INFORMATION section of this notice, whose address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092 as Substitute Trustee, who shall hereafter exercise all powers and duties to set aside the said original trustee under said Deed of Trust, and further does hereby request, authorize, and instruct said Substitute Trustees to conduct and direct the execution of remedies set aside to the beneficiary therein.

WHEREAS, the above-named Grantor(s) previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared, such default was reported to not have been cured, and all sums secured by such Deed of Trust are declared immediately due and payable.

WHEREAS, the original Trustee and any previously appointed Substitute Trustee under said Deed of Trust has been hereby removed and the herein described Substitute Trustees, have been appointed as Substitute Trustees and authorized by the Mortgage Servicer to enforce the power of sale granted in the Deed of Trust; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note is hereby accelerated, and all sums secured by the Deed of Trust are declared to be immediately due and payable.
2. The herein appointed Substitute Trustees, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. This sale shall be subject to any legal impediments to the sale of the Property to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien imposed by the Deed of Trust.
4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for the particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be sold "AS-IS", purchaser's will buy the property "at the purchaser's own risk" and "at his peril" and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interest of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.
5. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.

PJMS

Michael J. Burns / Paige Jones/ Gabrielle A. Davis/ Ronny George

CERTIFICATE OF POSTING

My name is Angela Zavala, and my address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on 12/18/25, I filed at the office of the Hays County Clerk to be posted at the Hays County courthouse this notice of sale.

Angela Zavala

Declarant's Name: Angela Zavala

Date: DEC 18 2025

Padgett Law Group  
546 Silicon Dr., Suite 103, Southlake, TX 76092  
(850) 422-2520

WITNESS MY HAND this 18<sup>th</sup> day of Dec. 2025.

Angela Zavala