# 22 pg. 1 FILED

HAYS COUNTY, TEXAS

at 9:56 o'clock A.M.

## NOTICE OF FORECLOSURE SALE

OCT 0 9 2025

Notice is hereby given of a public nonjudicial foreclosure sale.

Elaine & Cardenson

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

All the real property described in the below described recorded Deed of Trust, including but not necessarily limited to:

LOT 11, NORTHRIDGE PHASE 3, A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 18032027, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

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

Date: November 4, 2025

Time: The sale shall begin no earlier than 1:00 P.M. or no later than three hours thereafter. The sale shall be completed by no later than 4:00 P.M.

Place: THE SOUTH DOOR OF THE HAYS COUNTY GOVERNMENT CENTER AT 712 SOUTH STAGECOACH TRAIL or as designated by the County Commissioner's Office.

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. <u>Appointment of Substitute Trustee.</u> The sale will be conducted by any of one of the following Substitute Trustees:

D. Wade Hayden, Michael W. Bitter and Donald T. Brennan 7750 Broadway San Antonio, Bexar County, Texas 78209

James L. Hollerbach, Sharlet Watts, Angela Zavala Michelle Jones and Richard Zavala, Jr. 6700 N. New Braunfels Avenue San Antonio, Bexar County, Texas 78209 #22 pg 2

4. <u>Terms of Sale</u>. 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 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.

- 5. Type of Sale. The sale is a nonjudicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust (with Security Agreement and Financing Statement) dated April 21, 2022, executed by WW JOINT VENTURE, a Joint Venture comprised of Robert L. Wade and TEXAS REVERSE MORTGAGE, INC, a Texas corporation and recorded in the office of the County Clerk of Hays County, Texas, on April 22, 2022 under Clerk's File No. 22020217. The sale is "As Is", and pursuant to the Texas Property Code § 51.009.
- 6. <u>Obligations Secured</u>. The deeds of trust provide 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 \$200,000.00, executed by WW JOINT VENTURE, a Joint Venture comprised of Robert L. Wade and TEXAS REVERSE MORTGAGE, INC., a Texas Corporation and payable to the order of Texas Regional Bank and all other sums of indebtedness permitted by the deed of trust. Texas Regional Bank is the current owner and holder of the Obligations and the beneficiary under the deed of trust.
- 7. <u>Default and Request To Act.</u> Default has occurred under the deed of trust, and the beneficiary has requested me, as one of the Substitute Trustees, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

#22 193

## 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.

DATED:

October 8, 2025

D. Wade Hayden, Substitute Trustee

STATE OF TEXAS

§

COUNTY OF BEXAR

§

Before me, the undersigned Notary Public, on this day personally appeared D. Wade Hayden, Substitute Trustee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of October 2025.

Notary Public, State of Texas

#23 pg 1

FILED

HAYS COUNTY, TEXAS

at 1:34 o'clock ... M.

OCT **0 9** 2025

# 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:

11/4/2025

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

#23 pg2

T.S. #: 2024-12503-TX

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.

<u>Terms of Sale</u> - 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

<u>Default and Request to Act</u> - 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.

T.S. #: 2024-12503-TX

Dated: 10 9 25

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

avala

c/o Nestor Solutions, LC 214 5th Street, Suite 205

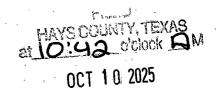
Huntington Beach, California 92648

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 TRUSTEE'S SALE**

Chinos Cardenas

DATE: October 10, 2025

### **DEED OF TRUST**

Date: February 7, 2023

Grantor: JOYCE ANN PORTER

Beneficiary: LITTLE CITY INVESTMENTS, LLC

Trustee: ROBERT E. BLACK

Recorded in: Document No. 23004180, Real Property Records, Hays County, Texas.

### **PROPERTY:**

14.98 acres, more or less, out of the Thomas Moore, Survey No. 12, Abstract No. 304, in Hays County, Texas, and being more particularly described in Deed of Trust recorded in Document No. 23004180, Real Property Records of Hays County, Texas.

### NOTE SECURED BY DEED OF TRUST:

Date: February 7, 2023

Original Principal Amount: \$550,000.00

Holder: LITTLE CITY INVESTMENTS, LLC

DATE OF SALE OF PROPERTY (first Tuesday of month, between 10:00 A.M. and 4:00

P.M.): 4th day of November, 2025.

### PLACE OF SALE OF PROPERTY (including county):

County Courthouse of Hays County, San Marcos, Texas, at area designated by County Commissioners for said sales.

The earliest time at which a sale will occur is 1:00 P.M., provided the sale must begin at such time or not later than three hours after that time.

#24 pg2

Because of default in performance of the obligations of the Deed of Trust, Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified to satisfy the debt secured by the Deed of Trust.

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 services to the sender of this notice immediately.

ROBERT E. BLACK

2499 S. Capital of Texas Hwy., A-205

Austin, Texas 78746

512-477-1964

Attorneyreb@yahoo.com

#25 P9 HAYS GOUNTY, TEXAS
2:30 c'clock P M

OCT 10 2025

TS#: 25-011760 LOAN TYPE: Conventional

Chines Cardenas

## NOTICE OF TRUSTEE'S FORECLOSURE SALE

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.

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

LOT 5, BLOCK M, OF 6 CREEKS-PHASE 1, SECTION 4B, AN ADDITION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN/UNDER CLERK'S FILE NUMBER 21049387 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS.

- 2. Instrument to be Foreclosed. The instrument to be foreclosed is the deed of trust recorded on 02/28/2023 as instrument 23006114, of the real property records of HAYS County, TX.
- 3. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Dated:

11/04/2025

Time:

The sale will begin no earlier than 01:00 P.M. or no later than three

hours thereafter.

Place

THE SOUTH DOOR OF THE HAYS COUNTY GOVERNMENT CENTER AT 712 SOUTH STAGECOACH TRAIL OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or an area designated by the County

Commissioners Court

The Deed of Trust permits the Mortgagee 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. The reposting or refiling may be after the date originally scheduled for this sale.

#25pg2

4. 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 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. The sale shall not cover any part of the property that has been released of public record from the lien of 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 beneficiary 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.

5. Type of Sale. The sale is a non-judicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by

### ROSA LISCANO, A SINGLE PERSON, AND MARTIN LISCANO, A SINGLE PERSON

6. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of \$ 488,467.00, and payable to the order of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC AS NOMINEE FOR PARKSTONE MORTGAGE, LLC; (b) all renewals and extensions of the note, if applicable; (c) any and all present and future indebtednesses owed to AMERIHOME MORTGAGE COMPANY, LLC who is the current owner and holder of the "Obligations" and is the current Mortgagee under the Deed of Trust.

Mortgage Servicing Information. ServiceMac, LLC, is acting as the Mortgage Servicer for AMERIHOME MORTGAGE COMPANY, LLC, who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. ServiceMac, LLC, as Mortgage Servicer, is representing the Mortgagee whose address is: AMERIHOME MORTGAGE COMPANY, LLC C/O ServiceMac, LLC, 9726 Old Bailes Road, Suite 200, Indian Land, SC 29707.

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 administer any resulting foreclosure of the property securing the above-reference loan.

7. Default and Request to Act. Default has occurred under the Deed of Trust, and the Mortgagee has requested me, as Kirk Schwartz, Justin Ritchie, Carson Emmons, Jeffrey Kramer, America West Lender Services (AWEST), DeeAnn Gregory, Sharlet Watts, Angela Zavala, Michelle Jones or Richard Zavala, Jr to conduct this sale. Notice is given that before the sale the Mortgagee may appoint another person substitute trustee to conduct the sale.

Date: OCt 10, 2015

Kirk Schwartz, Justin Ritchie, Carson Emmons, Jeffrey Kramer, America West Lender Services (AWEST), DeeAnn Gregory, Sharlet Watts, Angela Zavala, Michelle Jones or Richard Zavala, Jr

C/O America West Lender Services 5404 Cypress Center Drive, Suite 300 Tampa, FL 33609 844-693-4761 Fax: 877-317-0475

#26 pg 1

FILED

HAYS COUNTY, TEXAS

at <u>8:43</u> o'clock <u>A.</u> M

OCT 1 4 2025

#### NOTICE OF FORECLOSURE SALE

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF A MEMBER OF A CTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF A RESERVE OF THE ACTIVE 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.

1. Property to Be Sold. The property to be sold is described as follows: LOT 23, BLOCK D, SUNFIELD PHASE ONE SECTION TWO, AMENDED PLAT, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 15, PAGE 218, PLAT RECORDS, HAYS COUNTY, TEXAS.

2. Instrument to be Foreclosed. The instrument to be foreclosed is the Deed of Trust dated 03/29/2019 and recorded in Document 19010046 real property records of Hays County, Texas. Re-filed in Document 19010240 real property records of Hays County, Texas.

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

Date:

11/04/2025

Time:

12:00 PM

Place:

Hays County, Texas at the following location: THE SOUTH DOOR OF THE HAYS COUNTY GOVERNMENT CENTER AT 712 SOUTH STAGECOACH TRAIL, OR THE PRECEDING AREA IS NO LONGER THE DESIGNATED AREA, AT THE AREA MOST RECENTLY DESIGNATED BY THE COUNTY COMMISSIONER'S COURT or as designated by the County Commissioners Court.

4. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash. 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.

- 5. Obligations Secured. The Deed of Trust executed by FRANK LUIS GONZALEZ, provides that it secures the payment of the indebtedness in the original principal amount of \$187,600.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. NATIONSTAR MORTGAGE LLC is the current mortgagee of the note and deed of trust and NATIONSTAR MORTGAGE LLC is mortgage servicer. A servicing agreement between the mortgagee, whose address is NATIONSTAR MORTGAGE LLC. 8950 Cypress Waters Blvd, Coppell, TX 75019 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.
- 6. Substitute Trustee(s) Appointed to Conduct Sale. In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

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.

Mackie Wolf Zientz & Mann P.C. Brandon Wolf, Attorney at Law L. Keller Mackie, Attorney at Law Michael Zientz, Attorney at Law Lori Liane Long, Attorney at Law Lori Liane Long, Attorney at Law Chelsea Schneider, Attorney at Law Ester Gonzales, Attorney at Law Karla Balli, Attorney at Law Parkway Office Center, Suite 900 14160 Dallas Parkway Dallas, TX 75254

For additional sale information visit: www.auction.com or (800) 280-2832

Certificate of Posting

I am whose address is c/o AVT Title Services, LLC, 5177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on I filed this Notice of Foreclosure Sale at the office of the Hays County Clerk and caused it to be posted at the location directed by the Hays County Commissioners Court.

#27pg1

FILED
HAYS COUNTY, TEXAS
at 10:05 o'clock & M

NOTICE OF SALE BY TRUSTEE AND SUBSTITUTE TRUSTEE

THE STATE OF TEXAS

8

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HAYS

THAT, WHEREAS, LIMOS ON DEMAND INC., A TEXAS CORPORATION ("Borrower") became indebted to RHAPSODY FUNDING, LLC ("Lender"), as evidenced by that certain real estate lien note (the "Note"), dated June 14, 2024, in the original principal amount of ONE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$110,000.00), executed and delivered by Borrower to the order of RHAPSODY FUNDING, LLC as payee, bearing interest and being due and payable as therein provided; and

WHEREAS, the indebtedness evidenced by the Note (the "Indebtedness") is secured by, among other items, that certain Deed of Trust (the "Deed of Trust") dated of even date with the Note, executed by Borrower, to SARA E. DYSART, Trustee, for the benefit of Lender, said Deed of Trust being filed for record and recorded under Clerk's Document No. 24022967, of the Official Public Records of Hays County, Texas, covering the Real Property described as follows, to-wit:

### TRACT I:

All of Lot Fourteen (14), in Block "C", of HAYS COUNTRY OAKS, a Subdivision in Hays County, Texas, according to the Map or Plat thereof recorded in Volume 1, Page 384, Plat Records, Hays County, Texas.

## TRACT II:

Being a 5.008 acre tract of land out of Lot 15, Block C, HAYS COUNTRY OAKS, a Subdivision recorded in Volume 1, Page 384, Plat Records of Hays County, Texas, said 5.008 acre tract being all of a called 5.00 acre tract of land conveyed to John B. & Kathleen A. Haechten by Warranty Deed with Vendor's Lien, as recorded in Volume 820, Page 686, Official Public Records of Hays County, Texas; said 5.008 acre tract having been surveyed by Lone Wolf Land Surveying during the Month of May 2024, and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

along with any and all appurtenances, improvements, fixtures and personal property of any kind located thereon or pertaining thereto, including, without limitation, any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other facilities to the extent same pertain to or benefit all or any portion of the Property, including, without limitation, all reservations of or commitments or letters

covering any such use in the future, whether now owned or hereafter acquired, and any leases and rents relating thereto, which are described therein (all of which is hereinafter referred to as the "Premises")

WHEREAS, to the full extent the Deed of Trust or any other security agreement held by Lender covers both real and personal property, including, without limitation, any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extend same pertain to or benefit all or any portion of the Property, including, without limitation, all reservations of or commitments or letters covering any such use in the future, any of said personal property which is part of the Premises or which is otherwise covered by a lien or security interest in favor or Lender will be hereinafter included in the definition of Premises as used herein and sold at public sale, hereinafter described, pursuant to Section 9.501(d) of the Texas Uniform Commercial Code;

WHEREAS, GREAT CENTRAL MORTGAGE ACCEPTANCE COMPANY, LTD. ("Beneficiary") is the current holder and owner of the Deed of Trust and the note secured thereby, by instrument recorded in the Official Public Records of Hays County, Texas;

WHEREAS, there may be certain leases, rental agreements, easements and/or other matters (collectively, the "Other Matters") covering and/or affecting the Premises currently in existence;

WHEREAS, the liens securing the payment of the Indebtedness may be senior and superior to one or more of the Other Matters and junior and inferior to one or more of the Other Matters;

WHEREAS, with respect to the liens securing the payment of the Indebtedness, which are senior to the Other Matters and may not so subordinate liens to one or more of the Other Matters;

WHEREAS, in the event Lender/Beneficiary chooses to subordinate its liens securing the Indebtedness of any Other Matters, such decision will be announced at the foreclosure sale;

WHEREAS, default has been made in the payment of the Note and the Indebtedness, and the Note is now unpaid, delinquent and in default;

WHEREAS, Lender/Beneficiary has given all required notices to Borrower and any and all other necessary parties with regard to the defaulted Indebtedness or such notices to such other necessary parties have been waived;

WHEREAS, pursuant to the authority granted in the Deed of Trust, Lender/Beneficiary has appointed JASON WEST, NICOLE BAETHGE, MATTHEW D. JOHNSON, NICOLE CORREA, DEAN W. GREER, AND DAVID GARVIN, to act jointly or separately as Substitute Trustee along with SARA E. DYSART, Trustee, under the Deed of Trust pursuant to a duly authorized and executed appointment document;

WHEREAS, Lender/Beneficiary has requested the undersigned to enforce the liens of the Deed of Trust by sale of the Premises in the manner set forth under the terms of the Deed of Trust and pursuant to the laws of the State of Texas and has instructed the undersigned to offer the Property for sale toward the satisfaction of the Note; and

WHEREAS, the undersigned Trustee and/or Substitute Trustee, acting upon the request of said Lender/Beneficiary, by these presents is hereby posting, filing, and giving notice of foreclosure of the Deed of Trust and the lien thereto in accordance with applicable Texas law and the terms and provisions of the Deed of Trust.

NOW, THEREFORE, I, the undersigned, SARA E. DYSART and/or JASON WEST, NICOLE BAETHGE, MATTHEW D. JOHNSON, NICOLE CORREA, DEAN W. GREER AND DAVID GARVIN, acting jointly or separately as Trustee or Substitute Trustee, do hereby give notice that after due publication of this notice as required by law and the Deed of Trust, I will sell the Premises at public venue, to the highest bidder or bidders, for cash, which sale will begin no earlier than 10:00a.m. and not later than 1:00p.m. on the first Tuesday in November next, the same being November 4, 2025 at the County Courthouse in Hays County, Texas, in the area where foreclosure sales are to take place as designated by the Commissioner's Court of said county, said designation having been recorded in the Official Public records of said county.

#27 pg 4

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.

THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE FOR THE PERSONAL PROPERTY IN THIS DISPOSITION.

THE ADDRESS OF SARA E. DYSART, TRUSTEE AND JASON WEST, NICOLE BAETHGE, MATTHEW D. JOHNSON, NICOLE CORREA, DEAN W. GREER AND DAVID GARVIN, SUBSTITUTE TRUSTEE, IS 206 PRIMERA DRIVE, SAN ANTONIO, TEXAS 78212. ALL INQUIRIES SHOULD BE SENT TO THIS ADDRESS.

EXECUTED on this the 13 day of October 2025.

Substitute Trustee:

Jason West

Nicole Baethge

Matthew D. Johnson Nicole Correa

Dean W. Greer

David Garvin

AFTER FILING RETURN TO: SARA E. DYSART Attorney at Law 206 Primera Drive San Antonio, Texas 78212

### Exhibit "A"

### TRACT II:

Being a 5.008 acre tract of land out of Lot 15, Block C, HAYS COUNTRY OAKS, a Subdivision recorded in Volume 1, Page 384, Plat Records of Hays County, Texas, said 5.008 acre tract being all of a called 5.00 acre tract of land conveyed to John B. & Kathleen A. Haechten by Warranty Deed with Vendor's Lien, as recorded in Volume 820, Page 686, Official Public Records of Hays County, Texas; said 5.008 acre tract having been surveyed by Lone Wolf Land Surveying during the Month of May 2024, and being more particularly described by metes and bounds as

BEGINNING at a 1/2" from rod with illegible yellow cap found at an angle point in the South line of a called 329.707 acre tract of land conveyed to Hays Commons Land Investments, LP, by Special Warranty Deed, as recorded in Document No. 21049136, Official Public Records of Hays County, Texas, the same being an angle point the West line of Lot 3, Block Six, Country Estates Subdivision Section Two, as recorded in Volume 189, Page 457, Plat Records of Hays County, Texas, for the Northeast corner of the herein described tract and said 5.00 acres, and for the Northeast corner of said Lot 15;

THENCE, leaving the South line of said 329.707 acre tract, with the common line of said Lot 15 and the West line of said Country Estates Subdivision, the same being the East line of said 5.00 acre tract, for the East line of the herein described tract, S 01°53′56″ E, a distance of 490.67 feet to a 1/2″ from rod found for the Southeast corner of the herein described tract and said 5.00 acre tract, the same being the common corner of said Lot 14 and said Lot 15;

THENCE, leaving the West line of said Country Estates Subdivision, with the common line of said Lot 14 and said Lot 15, the same being the South line of said 5.00 acre tract, for the South line of the herein described tract, S 64°45'59" W, a distance of 462.94 feet to a 1/2" iron rod found in concrete for the Southwest corner of there herein described tract and said 5.00 acre tract;

THENCE, leaving the North line of said Lot 14, over and across and severing said Lot 15, with the West line of said 5.00 acre tract, for the West line of the herein described tract, N 02°06'36". W, a distance of 454.70 feet to a 1/2" iron rod found in the Southeast line of Lot 16 of said Hays Country Oaks, for the Northwest corner of the herein described tract and said 5.00 acre tract;

THENCE, with the common line of said Lot 15 and said Lot 16, the same being the Northwest line of said 5.00 acre tract, for the Northwest line of there herein described tract, N 49°34'28" E, a distance of 353.40 feet to a 1/2" iron rod found in the South line of said 329.707 acre tract for an angle point in the North line of there herein described tract and said 5.00 acre tract, the same being the common corner of said Lot 15 and said Lot 16;

THENCE, with the South line of said 329:707 acre tract, the same being the North line of said 5.00 acre tract and said Lot 15, for the North line of there herein described tract, N 88°23'56" E, a distance of 150.28 feet to the POINT OF BEGINNING, having an area of 5.008 acres, or 218,136 square feet.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made for informational and/or identification purposes and does not override Item 2 of Schedule B, hereof.

#28 pg 1

HAYS GOUNTY, TEXAS at 10:14 O'clock A.M.

OCT 1 4 2025

### NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public nonjudicial foreclosure sale.

COUNTY OF ERK

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

All the real property described in the below described recorded Deed of Trust, including but not necessarily limited to:

LOT 11, NORTHRIDGE PHASE 3, A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 18032027, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

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

Date: November 4, 2025

Time: The sale shall begin no earlier than 1:00 P.M. or no later than three hours thereafter. The sale shall be completed by no later than 4:00 P.M.

Place: THE SOUTH DOOR OF THE HAYS COUNTY GOVERNMENT CENTER AT 712 SOUTH STAGECOACH TRAIL, SAN MARCOS, TEXAS 78666 or as designated by the County Commissioner's Office.

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. <u>Appointment of Substitute Trustee.</u> The sale will be conducted by any of one of the following Substitute Trustees:

D. Wade Hayden, Michael W. Bitter and Donald T. Brennan 7750 Broadway San Antonio, Bexar County, Texas 78209

James L. Hollerbach, Sharlet Watts, Angela Zavala Michelle Jones and Richard Zavala, Jr. 6700 N. New Braunfels Avenue San Antonio, Bexar County, Texas 78209

#28 pg 2

4. <u>Terms of Sale</u>. 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 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.

- 5. Type of Sale. The sale is a nonjudicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust (with Security Agreement and Financing Statement) dated April 21, 2022, executed by WW JOINT VENTURE, a Joint Venture comprised of Robert L. Wade and TEXAS REVERSE MORTGAGE, INC, a Texas corporation and recorded in the office of the County Clerk of Hays County, Texas, on April 22, 2022 under Clerk's File No. 22020217. The sale is "As Is", and pursuant to the Texas Property Code § 51.009.
- 6. Obligations Secured. The deeds of trust provide 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 \$200,000.00, executed by WW JOINT VENTURE, a Joint Venture comprised of Robert L. Wade and TEXAS REVERSE MORTGAGE, INC., a Texas Corporation and payable to the order of Texas Regional Bank and all other sums of indebtedness permitted by the deed of trust. Texas Regional Bank is the current owner and holder of the Obligations and the beneficiary under the deed of trust.
- 7. <u>Default and Request To Act.</u> Default has occurred under the deed of trust, and the beneficiary has requested me, as one of the Substitute Trustees, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

## 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.

DATED:

October 8, 2025

D. Wade Hayden, Substitute Trustee

STATE OF TEXAS

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COUNTY OF BEXAR

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Before me, the undersigned Notary Public, on this day personally appeared D. Wade Hayden, Substitute Trustee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of October 2025.

YVONNE WAINWRIGHT

Notary Public, State of Texas

Comm. Expires 04-24-2029

Notary ID 135508445

Notary Public, State of Texas

#29 pg/

NOTICE OF TRUSTEE'S SALE UNDER DEED OF TRUST

STATE OF TEXAS

**COUNTY OF HAYS** 

### **RECITALS:**

On or about March 10, 2023, HIGHPOINTE TTH LLC, a California limited liability company ("Mortgagor"), executed and delivered to Zammurad H. Feroze, as Trustee, a Deed of Trust (with Security Agreement) (as renewed, extended, modified and/or amended from time to time, the "Deed of Trust") to secure unto TREZ CAPITAL (2015) CORPORATION, a British Columbia corporation (the "Mortgagee"), among other indebtedness and obligations described therein, payment of the Promissory Note dated as of March 10, 2023, in the original principal amount of Four Million Eight Hundred Thousand and No/100 U.S. Dollars (\$4,800,000,00) executed by Mortgagor, and payable to the order of Mortgagee (as renewed, extended, modified and/or amended from time to time, the "Note"). The Deed of Trust covers and affects, among other property, the real property located in Hays County, Texas, described on Exhibit A attached hereto and hereby made a part hereof; together with all improvements and fixtures thereon and all rights, privileges and appurtenances thereto. The Deed of Trust was filed for record as Instrument No. 23008213 in the Official Public Records of Hays County, Texas. By this reference, the Deed of Trust is hereby incorporated herein for all purposes.

Mortgagee is the present legal owner and holder of the Note, the Deed of Trust and all liens and security interests securing the Note.

Mortgagee has requested that the Trustee enforce the trust established by the Deed of Trust and foreclose on the property covered by the Deed of Trust on account of one or more defaults in the obligations secured by the Deed of Trust.

In accordance with the foregoing, I hereby give notice as set forth below.

### **NOTICE:**

I, Zammurad H. Feroze, Trustee, as named under the Deed of Trust, hereby give notice that after due posting, filing and service of this notice as required by the Deed of Trust and the law, I, as Trustee (or a Substitute Trustee who is appointed in accordance with the Deed of Trust), will sell the property described below at a public sale at auction to the highest bidder or bidders for cash, in Hays County, Texas (the County in which the real property covered and affected by the Deed of Trust is situated). The sale will occur in the area designated by the commissioners' court of Hays County. Texas as the area in such county where sales are to take place (or if no such area is designated by the commissioners' court of Hays County, on the South Door of the Hays County Government Center, 712 S. Stagecoach Trail, San Marcos, Texas 78666). The sale will begin no earlier than 10:00 a.m. and no later than three hours after that time on November 4, 2025 (the first Tuesday in the month of November, 2025). At such public sale at auction, I (or a Substitute Trustee who is appointed in accordance with the Deed of Trust) will sell all of the real property described in and covered by the Deed of Trust located in Hays County, Texas (save and except any portion of such real property that has been released pursuant to an instrument executed by Mortgagee and filed of record in the Official Public Records of Hays County, Texas), together with all improvements and fixtures situated thereon and all and singular the rights, privileges and appurtenances thereto, such real property being more particularly described on Exhibit A, hereto attached and hereby made a part hereof. Notice is also hereby given that in accordance with the provisions of the Texas

Business and Commerce Code and the Deed of Trust, all furniture, equipment, machinery and other items of personal property, tangible and intangible, and all rights, privileges and appurtenances thereto, subject to the security interest of the Deed of Trust shall also be sold together with such real property.

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.

EXECUTED this 13<sup>th</sup> day of October, 2025.

ADDRESS OF TRUSTEE:

Dykema Gossett PLLC Comerica Bank Building 1717 Main Street, Suite 4200 Dallas, Texas 75201 Telephone No. (214) 462-6400 TRUSTEE:

Zammurad H. Feroze, Trustee

STATE OF TEXAS

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**COUNTY OF DALLAS** 

This instrument was acknowledged before me on the 13<sup>th</sup> day of October, 2025, by Zammurad H. Feroze, Trustee.



My Commission Expires: 3 27 20

Notary Public in and for the State of Texas Printed Name: Dewise Sta Go

Exhibit A – Real Property

### Exhibit A

### **Property Description**

DESCRIPTION OF 18.55 ACRES OF LAND BEING OUT OF THE WILLIAM H. VAN HORN SURVEY NO. 18, ABSTRACT 464, IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS, SAID 18.580 ACRES OF LAND BEING A PORTION OF A REMAINDER OF A 417.630 ACRE TRACT OF LAND DEEDED TO HIGHPOINTE TRACE, LLC, OF RECORD IN DOCUMENT NO. 201616010858, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 18.55 ACRE TRACT OF LAND, AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. BEING MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2-INCH IRON ROD FOUND FOR THE MOST NORTHERLY CORNER OF SAID 417.630 ACRE TRACT OF LAND AND FOR THE EAST CORNER OF A CALLED 14.86 ACRE TRACT, DESCRIBED IN VOLUME 3281, PAGE 47 OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, SAME BEING IN THE SOUTHWEST LINE OF LOT 1, BLOCK "A", SAN MARCOS TOYOTA SUBDIVISION DESCRIBED IN DOCUMENT NO. 20009852 OF THE PLAT RECORDS, HAYS COUNTY, TEXAS, FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE ALONG THE NORTHEAST LINE OF SAID 417.630 ACRE TRACT, SAME BEING THE SOUTHWEST LINE OF SAID LOT 1, BLOCK "A", AND THE SOUTHWEST LINE OF A CALLED 33.52 ACRE TRACT OF LAND DESCRIBED IN VOLUME 1662, PAGE 628 OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS THE FOLLOWING THREE (3) COURSES AND DISTANCES;

- 1) SOUTH 46 DEGREES 24 MINUTES 05 SECONDS EAST, A DISTANCE OF 181.13 FEET TO A 2.5-INCH CEDAR FENCE POST:
- 2) SOUTH 47 DEGREES 24 MINUTES 12 SECONDS EAST, A DISTANCE OF 231.25 FEET TO A 5-INCH CEDAR FENCE POST;
- 3) SOUTH 48 DEGREES 47 MINUTES 26 SECONDS EAST, A DISTANCE OF 34.15 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "BCG" FOUND IN THE WESTERLY MARGIN OF A CREEK, SAME BEING THE NORTHWEST CORNER OF TRACE SUBDIVISION PA 1B, SECTION C, DESCRIBED IN DOCUMENT NO. 22012142 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS, FOR THE MOST NORTHERLY NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE LEAVING THE SOUTHWEST LINE OF SAID 33.52 ACRE TRACT, WITH THE WESTERLY MARGIN OF THE CREEK, WITH AN EASTERLY LINE OF SAID 417.630 ACRE TRACT OF LAND AND WITH THE WESTERLY LINE OF SAID PA 1B, SECTION C, THE FOLLOWING NINETY-FOUR (94) COURSES AND DISTANCES:

1) SOUTH 23 DEGREES 03 MINUTES 53 SECONDS WEST, A DISTANCE OF 48.12 FEET TO A CALCULATED POINT:

- 2) SOUTH 30 DEGREES 20 MINUTES 36 SECONDS EAST, A DISTANCE OF 42.75 FEET TO A CALCULATED POINT;
- 3) SOUTH 58 DEGREES 17 MINUTES 55 SECONDS EAST, A DISTANCE OF 12.37 FEET TO A CALCULATED POINT;
- 4) SOUTH 18 DEGREES 03 MINUTES 17 SECONDS WEST, A DISTANCE OF 1.63 FEET TO A CALCULATED POINT;
- 5) SOUTH 40 DEGREES 17 MINUTES 59 SECONDS WEST, A DISTANCE OF 25.56 FEET TO A CALCULATED POINT;
- 6) SOUTH 24 DEGREES 41 MINUTES 30 SECONDS WEST, A DISTANCE OF 9.91 FEET TO A CALCULATED POINT;
- 7) SOUTH 38 DEGREES 03 MINUTES 03 SECONDS WEST, A DISTANCE OF 11.46 FEET TO A CALCULATED POINT;
- 8) SOUTH 47 DEGREES 46 MINUTES 07 SECONDS WEST, A DISTANCE OF 23.78 FEET TO A CALCULATED POINT;
- 9) SOUTH 16 DEGREES 13 MINUTES 56 SECONDS WEST, A DISTANCE OF 13.09 FEET TO A CALCULATED POINT;
- 10) SOUTH 31 DEGREES 56 MINUTES 27 SECONDS WEST, A DISTANCE OF 12.73 FEET TO A CALCULATED POINT;
- 11) SOUTH 2 DEGREES 56 MINUTES 08 SECONDS WEST, A DISTANCE OF 29.91 FEET TO A CALCULATED POINT;
- 12) SOUTH 25 DEGREES 38 MINUTES 28 SECONDS EAST, A DISTANCE OF 16.02 FEET TO A CALCULATED POINT;
- 13) SOUTH 28 DEGREES 22 MINUTES 56 SECONDS WEST, A DISTANCE OF 13.46 FEET TO A CALCULATED POINT:
- 14) SOUTH 13 DEGREES 54 MINUTES 02 SECONDS WEST, A DISTANCE OF 30.44 FEET TO A CALCULATED POINT;
- 15) SOUTH 3 DEGREES 18 MINUTES 07 SECONDS EAST, A DISTANCE OF 9.79 FEET TO A CALCULATED POINT;
- 16) SOUTH 41 DEGREES 59 MINUTES 14 SECONDS WEST, A DISTANCE OF 21.05 FEET TO A CALCULATED POINT;

- 17) SOUTH 12 DEGREES 59 MINUTES 41 SECONDS WEST, A DISTANCE OF 22.97 FEET TO A CALCULATED POINT;
- 18) SOUTH 1 DEGREES 04 MINUTES 26 SECONDS WEST, A DISTANCE OF 16.72 FEET TO A CALCULATED POINT;
- 19) SOUTH 31 DEGREES 32 MINUTES 05 SECONDS WEST, A DISTANCE OF 4:24 FEET TO A CALCULATED POINT;
- 20) SOUTH 21 DEGREES 55 MINUTES 08 SECONDS WEST, A DISTANCE OF 20.87 FEET TO A CALCULATED POINT:
- 21) SOUTH 10 DEGREES 09 MINUTES 15 SECONDS WEST, A DISTANCE OF 20.61 FEET TO A CALCULATED POINT:
- 22) SOUTH 7 DEGREES 43 MINUTES 19 SECONDS EAST, A DISTANCE OF 16.93 FEET TO A CALCULATED POINT;
- 23) SOUTH 30 DEGREES 23 MINUTES 50 SECONDS WEST, A DISTANCE OF 36.96 FEET TO A CALCULATED POINT:
- 24) SOUTH 30 DEGREES 37 MINUTES 36 SECONDS WEST, A DISTANCE OF 25.50 FEET TO A CALCULATED POINT;
- 25) SOUTH 31 DEGREES 47 MINUTES 51 SECONDS WEST, A DISTANCE OF 33.98 FEET TO A CALCULATED POINT;
- 26) SOUTH 7 DEGREES 54 MINUTES 26 SECONDS EAST, A DISTANCE OF 15.12 FEET TO A CALCULATED POINT:
- 27) SOUTH 20 DEGREES 18 MINUTES 19 SECONDS WEST, A DISTANCE OF 16.14 FEET TO A CALCULATED POINT;
- 28) SOUTH 24 DEGREES 25 MINUTES 00 SECONDS WEST, A DISTANCE OF 18.01 FEET TO A CALCULATED POINT;
- 29) SOUTH 37 DEGREES 20 MINUTES 58 SECONDS WEST, A DISTANCE OF 10.30 FEET TO A CALCULATED POINT;
- 30) SOUTH 15 DEGREES 34 MINUTES 21 SECONDS WEST, A DISTANCE OF 15.42 FEET TO A CALCULATED POINT;
- 31) SOUTH 15 DEGREES 34 MINUTES 21 SECONDS WEST, A DISTANCE OF 7.03 FEET TO A CALCULATED POINT:

- 32) SOUTH 0 DEGREES 32 MINUTES 35 SECONDS WEST, A DISTANCE OF 20.06 FEET TO A CALCULATED POINT;
- 33) SOUTH 8 DEGREES 16 MINUTES 33 SECONDS WEST, A DISTANCE OF 7.85 FEET TO A CALCULATED POINT;
- 34) SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 15.57 FEET TO A CALCULATED POINT;
- 35) SOUTH 12 DEGREES 31 MINUTES 23 SECONDS EAST, A DISTANCE OF 14.51 FEET TO A CALCULATED POINT;
- 36) SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 7.45 FEET TO A CALCULATED POINT;
- 37) SOUTH 6 DEGREES 47 MINUTES 20 SECONDS EAST, A DISTANCE OF 9.84 FEET TO A CALCULATED POINT;
- 38) SOUTH 12 DEGREES 01 MINUTES 50 SECONDS EAST, A DISTANCE OF 12.57 FEET TO A CALCULATED POINT;
- 39) SOUTH 18 DEGREES 09 MINUTES 04 SECONDS EAST, A DISTANCE OF 29.92 FEET TO A CALCULATED POINT;
- 40) SOUTH 9 DEGREES 27 MINUTES 44 SECONDS EAST, A DISTANCE OF 12.96 FEET TO A CALCULATED POINT;
- 41) SOUTH 24 DEGREES 00 MINUTES 26 SECONDS EAST, A DISTANCE OF 26.71 FEET TO A CALCULATED POINT:
- 42) SOUTH 11 DEGREES 18 MINUTES 36 SECONDS EAST, A DISTANCE OF 4.85 FEET TO A CALCULATED POINT;
- 43) SOUTH 18 DEGREES 06 MINUTES 14 SECONDS EAST, A DISTANCE OF 13.08 FEET TO A CALCULATED POINT;
- 44) SOUTH 29 DEGREES 20 MINUTES 07 SECONDS EAST, A DISTANCE OF 24.27 FEET TO A CALCULATED POINT;
- 45) SOUTH 41 DEGRÉES 33 MINUTES 33 SECONDS EAST, A DISTANCE OF 28.10 FEET TO A CALCULATED POINT;
- 46) SOUTH 59 DEGREES 44 MINUTES 37 SECONDS EAST, A DISTANCE OF 9.06 FEET TO A CALCULATED POINT;

- 47) SOUTH 45 DEGREES 13 MINUTES 37 SECONDS EAST, A DISTANCE OF 8.73 FEET TO A CALCULATED POINT;
- 48) SOUTH 50 DEGREES 46 MINUTES 34 SECONDS EAST, A DISTANCE OF 28.15 FEET TO A CALCULATED POINT;
- 49) SOUTH 58 DEGREES 42 MINUTES 25 SECONDS EAST, A DISTANCE OF 13.82 FEET TO A CALCULATED POINT;
- 50) SOUTH 66 DEGREES 10 MINUTES 30 SECONDS EAST, A DISTANCE OF 26.76 FEET TO A CALCULATED POINT;
- 51) SOUTH 60 DEGREES 01 MINUTES 11 SECONDS EAST, A DISTANCE OF 14.70 FEET TO A CALCULATED POINT;
- 52) SOUTH 64 DEGREES 19 MINUTES 23 SECONDS EAST, A DISTANCE OF 9.43 FEET TO A CALCULATED POINT;
- 53) SOUTH 0 DEGREES 52 MINUTES 05 SECONDS WEST, A DISTANCE OF 13.54 FEET TO A CALCULATED POINT;
- 54) SOUTH 7 DEGREES 36 MINUTES 56 SECONDS EAST, A DISTANCE OF 28.71 FEET TO A CALCULATED POINT;
- 55) SOUTH 2 DEGREES 10 MINUTES 52 SECONDS EAST, A DISTANCE OF 14.06 FEET TO A CALCULATED POINT;
- 56) SOUTH 17 DEGREES 45 MINUTES 53 SECONDS EAST, A DISTANCE OF 11.66 FEET TO A CALCULATED POINT;
- 57) SOUTH 6 DEGREES 23 MINUTES 18 SECONDS EAST, A DISTANCE OF 7.33 FEET TO A CALCULATED POINT;
- 58) SOUTH 14 DEGREES 47 MINUTES 48 SECONDS WEST, A DISTANCE OF 4.15 FEET TO A CALCULATED POINT;
- 59) SOUTH 2 DEGREES 01 MINUTES 26 SECONDS WEST, A DISTANCE OF 22.35 FEET TO A CALCULATED POINT;
- 60) SOUTH 16 DEGREES 49 MINUTES 17 SECONDS EAST, A DISTANCE OF 18.35 FEET TO A CALCULATED POINT;
- 61) SOUTH 28 DEGREES 10 MINUTES 36 SECONDS EAST, A DISTANCE OF 21.22 FEET TO A CALCULATED POINT;

- 62) SOUTH 19 DEGREES 26 MINUTES 24 SECONDS EAST, A DISTANCE OF 5.61 FEET TO A CALCULATED POINT:
- 63) SOUTH 8 DEGREES 07 MINUTES 48 SECONDS WEST, A DISTANCE OF 2.87 FEET TO A CALCULATED POINT;
- 64) SOUTH 9 DEGREES 38 MINUTES 15 SECONDS EAST, A DISTANCE OF 8.39 FEET TO A CALCULATED POINT;
- 65) SOUTH 28 DEGREES 22 MINUTES 09 SECONDS WEST, A DISTANCE OF 13.55 FEET TO A CALCULATED POINT;
- 66) SOUTH 6 DEGREES 00 MINUTES 32 SECONDS WEST, A DISTANCE OF 12.73 FEET TO A CALCULATED POINT;
- 67) SOUTH 13 DEGREES 44 MINUTES 11 SECONDS WEST, A DISTANCE OF 5.29 FEET TO A CALCULATED POINT;
- 68) SOUTH 5 DEGREES 24 MINUTES 14 SECONDS WEST, A DISTANCE OF 14.63 FEET TO A CALCULATED POINT;
- 69) SOUTH 1 DEGREES 16 MINUTES 23 SECONDS EAST, A DISTANCE OF 4.85 FEET TO A CALCULATED POINT;
- 70) SOUTH 5 DEGREES 29 MINUTES 32 SECONDS WEST, A DISTANCE OF 4.98 FEET TO A CALCULATED POINT;
- 71) SOUTH 16 DEGREES 30 MINUTES 16 SECONDS WEST, A DISTANCE OF 7.14 FEET TO A CALCULATED POINT;
- 72) SOUTH 7 DEGREES 14 MINUTES 46 SECONDS WEST, A DISTANCE OF 16.98 FEET TO A CALCULATED POINT;
- 73) SOUTH 8 DEGREES 04 MINUTES 39 SECONDS WEST, A DISTANCE OF 26.01 FEET TO A CALCULATED POINT;
- 74) SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 11.51 FEET TO A CALCULATED POINT;
- 75) SOUTH 10 DEGREES 10 MINUTES 33 SECONDS EAST, A DISTANCE OF 18.99 FEET TO A CALCULATED POINT;
- 76) SOUTH 23 DEGREES 25 MINUTES 43 SECONDS EAST, A DISTANCE OF 18.82 FEET TO A CALCULATED POINT;

- 77) SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 2.17 FEET TO A CALCULATED POINT;
- 78) SOUTH 0 DEGREES 08 MINUTES 09 SECONDS WEST, A DISTANCE OF 6.37 FEET TO A CALCULATED POINT;
- 79), SOUTH 18 DEGREES 01 MINUTES 24 SECONDS WEST, A DISTANCE OF 13.44 FEET TO A CALCULATED POINT;
- 80) SOUTH 5 DEGREES 06 MINUTES 08 SECONDS WEST, A DISTANCE OF 2.84 FEET TO A CALCULATED POINT;
- 81) NORTH 74 DEGREES 03 MINUTES 17 SECONDS WEST, A DISTANCE OF 16.77 FEET TO A CALCULATED POINT;
- 82) SOUTH 74 DEGREES 58 MINUTES 54 SECONDS WEST, A DISTANCE OF 20.87 FEET TO A CALCULATED POINT;
- 83) SOUTH 69 DEGREES 26 MINUTES 38 SECONDS WEST, A DISTANCE OF 22.12 FEET TO A CALCULATED POINT;
- 84) SOUTH 37 DEGREES 52 MINUTES 30 SECONDS WEST, A DISTANCE OF 22.73 FEET TO A CALCULATED POINT:
- 85) SOUTH 29 DEGREES 32 MINUTES 20 SECONDS WEST, A DISTANCE OF 4.29 FEET TO A CALCULATED POINT;
- 86) SOUTH 35 DEGREES 06 MINUTES 18 SECONDS WEST, A DISTANCE OF 8.96 FEET TO A CALCULATED POINT:
- 87) SOUTH 37 DEGREES 33 MINUTES 45 SECONDS WEST, A DISTANCE OF 28.82 FEET TO A CALCULATED POINT;
- 88) SOUTH 45 DEGREES 47 MINUTES 37 SECONDS WEST, A DISTANCE OF 13.78 FEET TO A CALCULATED POINT;
- 89) SOUTH 39 DEGREES 14 MINUTES 15 SECONDS WEST, A DISTANCE OF 7.04 FEET TO A CALCULATED POINT;
- 90) SOUTH 48 DEGREES 37 MINUTES 33 SECONDS WEST, A DISTANCE OF 7.06 FEET TO A CALCULATED POINT;
- 91) NORTH 62 DEGREES 29 MINUTES 17 SECONDS WEST, A DISTANCE OF 11.39 FEET TO A CALCULATED POINT;

- 92) SOUTH 78 DEGREES 41 MINUTES 24 SECONDS WEST, A DISTANCE OF 19.32 FEET TO A CALCULATED POINT;
- 93) NORTH 89 DEGREES 56 MINUTES 22 SECONDS WEST, A DISTANCE OF 12.77 FEET TO A CALCULATED POINT;
- 94) SOUTH 77 DEGREES 04 MINUTES 26 SECONDS WEST, A DISTANCE OF 18.25 FEET TO A 1/2-INCH IRON ROD FOUND IN A WESTERLY LINE OF SAID TRACE SUBDIVISION PA 1B, SECTION C, AND FOR THE NORTHEAST CORNER OF PROPOSED LOT 1 TRACE SUBDIVISION PA 8, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE LEAVING THE WESTERLY LINE OF SAID PA 1B, SECTION C, WITH THE NORTHEAST LINE OF SAID PA 8, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 41 DEGREES 11 MINUTES 29 SECONDS WEST, A DISTANCE OF 600.98 FEET TO 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "BCG" FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;
- 2) ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET, A DISTANCE OF 309.55 FEET, WITH A CHORD BEARING NORTH 66 DEGREES 31 MINUTES 43 SECONDS WEST, AND A CHORD DISTANCE OF 299.56 FEET, TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "BCG" FOUND;
- 3) SOUTH 88 DEGREES 08 MINUTES 04 SECONDS WEST, A DISTANCE OF 85.04 FEET TO A CALCULATED POINT, FROM WHICH A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "BCG" FOUND FOR THE NORTHWEST CORNER OF SAID PA 8, SAME BEING THE MOST WESTERLY SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT BEARS SOUTH 88 DEGREES 08 MINUTES 04 SECONDS WEST, A DISTANCE OF 33.50 FEET;

THENCE OVER AND ACROSS SAID 417.630 ACRE TRACT OF LAND, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1) NORTH 1 DEGREES 51 MINUTES 56 SECONDS WEST, A DISTANCE OF 43.00 FEET TO A CALCULATED CORNER.
- 2) SOUTH 88 DEGREES 08 MINUTES 04 SECONDS WEST, A DISTANCE OF 33.50 FEET TO A CALCULATED CORNER, FROM WHICH A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "BCG" FOUND BEARS SOUTH 1 DEGREES 51 MINUTES 56 SECONDS EAST, A DISTANCE OF 43.00 FEET
- 3) NORTH 1 DEGREES 51 MINUTES 56 SECONDS WEST, A DISTANCE OF 62.91 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

- 4) ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET, A DISTANCE OF 280.43 FEET, WITH A CHORD BEARING NORTH 21 DEGREES 05 MINUTES 16 SECONDS EAST, AND A CHORD DISTANCE OF 272.99 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET;
- 5) NORTH 44 DEGREES 02 MINUTES 29 SECONDS EAST, A DISTANCE OF 117.39 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "BCG" SET FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;
- 6) NORTH 45 DEGREES 24 MINUTES 35 SECONDS WEST, A DISTANCE OF 33.50 FEET TO A 7-INCH CREOSOTE FENCE POST FOUND FOR THE SOUTH CORNER OF SAID 14.86 ACRE TRACT, BEING AN INTERIOR CORNER OF SAID 417.630 ACRE TRACT OF LAND AND BEING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 44 DEGREES 02 MINUTES 29 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 14.86 ACRE TRACT, A DISTANCE OF 673.07 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND, AND CONTAINING 18.55 ACRES OF LAND, MORE OR LESS.

#### **SAVE AND EXCEPT:**

Any portion of the foregoing property that has been released pursuant to an instrument executed by the Mortgagee and filed in the Official Public Records of Hays County, Texas.

#30 pg |
FILED
HAYS COUNTY, TEXAS
at 1:53 o'clock P. M.

### NOTICE OF FORECLOSURE SALE

OCT 1 4 2025

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ABYED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVICED 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 NTOICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE INDENTIFIED 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.

- 1. <u>Property to be Sold</u>. The property to be sold is described on <u>Exhibit A</u> attached hereto and incorporated herein, and is commonly known as 501 Old Kyle Road, Wimberley, Texas 78676.
- 2. <u>Instrument to be Foreclosed</u>. The security instrument to be foreclosed is the Deed of Trust and Security Agreement dated December 19, 2019, by Glen Eyrie Partners, LLC, as Grantor, to Independence Title, as Trustee, for the benefit of Live Oak Banking Company, as Beneficiary, and recorded on December 31, 2019, as document number 19047827 in the Real Property Records of Hays County, Texas.
- 3. <u>Date. Time, and Place of Sale</u>. The sale is scheduled to be held at the following date, time, and place:
  - a. <u>Date</u>: Tuesday, November 4, 2025
  - b. <u>Time</u>: The sale shall take place between the hours of 1:00 p.m. and 4:00 p.m. local time; the earliest time at which the sale will begin is 1:00 p.m., local time.
  - c. <u>Place</u>: The sale shall be held on the front steps of the Hays County Government Building, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioners Court.
- 4. <u>Type of Sale</u>. 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 GLEN EYRIE PARTNERS, LLC. The real property and personal property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by Section 9.604(a) of the Texas Business and Commerce Code.
- 5. <u>Terms of Sale</u>. The sale will be conducted as a public auction to the highest bidder for cash, subject to any provision of the deed of trust permitting the beneficiary 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 their bid immediately in cash if their bid is accepted.

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. The sale shall not cover any part of the property that has been released of public record from the lien of 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 beneficiary 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.

- 6. <u>Appointment of Substitute Trustee</u>. In accordance with Section 51.0076 of the Texas Property Code, the undersigned has named and appointed, and by this notice does name and appoint <u>Resolve Trustee Services LLC</u> whose address is <u>906 W. McDermott Dr. Suite 116-242</u>, <u>ALLEN, TX 75013</u>, as Substitute Trustee to act under and by virtue of the deed of trust.
  - 7. Name and Address of Substitute Trustee.
    - a. Name: Resolve Trustee Services, LLC
    - b. Address: 906 W. McDermott Dr. Suite 116-242, ALLEN, TX 75013
- 8. <u>Obligations Secured</u>. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively, the "<u>Obligations</u>"), including but not limited to the promissory note in the original principal amount of \$4,900,000.00, executed by GLEN EYRIE PARTNERS, LLC and SYMPHONY OF WIMBERLEY LLC, and payable to the order of LIVE OAK BANKING COMPANY (as amended or modified, the "<u>Note</u>"). LIVE OAK BANKING COMPANY is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.
- 9. <u>Default and Request to Act.</u> Default has occurred under the deed of trust, and the beneficiary has requested the Substitute Trustee to conduct this sale.
- 10. <u>Notice</u>. Notice is hereby given that on and at the Date, Time, and Place for the foreclosure sale described above, Substitute Trustee will sell the property in accordance with the Terms of Sale described above, the deed of trust, and applicable Texas law.

11. <u>Rescheduling</u>. If LIVE OAK BANKING COMPANY passes the foreclosure sale, notice of the date of any rescheduled foreclosure sale will be posted and filed in accordance with the posting and filing requirements of the deed of trust and applicable Texas law, including the Texas Property Code.

Dated: October 13, 2025

A. Elizabeth Veale

Attorney for Live Oak Banking Company

Stinson LLP

2200 Ross Avenue, Suite 2900

Dallas, Texas 75201

#30 pg4

## EXHIBIT A

## Legal Description of the Property

Lot 1, CAREWAY PLAT #1, 3.00 acres of land in the H. KEISER SURVEY NO. GO, Abstract No. 271, City of Wimberley, Hays County, Texas, according to the map or plat thereof, recorded in Document No. Volume 2018, Page 25235, Official Public Records, Hays County, Texas.

FILED
HAYS COUNTY, TEXAS

at 1153 O'clock P. M.

25TX837-0038 66 BROOKHOLLOW DR, WIMBERLEY, TX 78676

-Claims C

### NOTICE OF FORECLOSURE SALE

COUNTY CLERK

OCT 1.4 20

Property:

The Property to be sold is described as follows:

LOT NO. SEVEN (7), WOODCREEK SECTION SIX-C (6-C), A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 301, PLAT RECORDS, HAYS COUNTY, TEXAS.

Security Instrument:

Deed of Trust dated September 27, 2021 and recorded on September 29, 2021 as Instrument Number 21053713 in the real property records of HAYS County, Texas, which contains a power of sale.

Sale Information:

November 04, 2025, at 12:00 PM, or not later than three hours thereafter, at the front steps of the Hays County Government Building, or as designated by the County Commissioners Court.

Terms of Sale:

Public auction to highest bidder for cash. In accordance with Texas Property Code section 51.009, the Property will be sold as is, without any expressed or implied warranties, except as to warranties of title, and will be acquired by the purchaser at its own risk. In accordance with Texas Property Code section 51.0075, the substitute trustee reserves the right to set additional, reasonable conditions for conducting the sale and will announce the conditions before bidding is opened for the first sale of the day held by the substitute trustee.

Obligation Secured:

The Deed of Trust executed by RONALD EUGENE WILLIS secures the repayment of a Note dated September 27, 2021 in the amount of \$546,250.00. CORNERSTONE HOME LENDING, A DIVISION OF CORNERSTONE CAPITAL BANK, SSB, whose address is c/o Cornerstone Home Lending, a Division of Cornerstone Capital Bank, SSB, 1177 West Loop South, Suite 700, Houston, TX 77027, is the current mortgagee of the Deed of Trust and Note and Cornerstone Home Lending, a Division of Cornerstone Capital Bank, SSB is the current mortgage servicer for the mortgagee. Pursuant to a servicing agreement and Texas Property Code section 51.0025, the mortgagee authorizes the mortgage servicer to administer the foreclosure on its behalf.

Substitute Trustee:

In accordance with Texas Property Code section 51.0076 and the Security Instrument referenced above, mortgagee and mortgage servicer's attorney appoint the substitute trustees listed below.

Substitute Trustee(s): Aarti Patel, Dylan Ruiz, Violet Nunez, Aarti Patel, Violet Nunez, Daniel McQuade, Marcela Cantu, Erika Aguirre, Cary Corenblum, Joshua Sanders, Aleena Litton, Sharlett Watts, Angela Zavala, Michelle Jones, Richard Zavala Jr., Sharlet Watts, Jennyfer Sakiewicz, Richard Zavala, Jr., Jr., Brian Hooper, Mike Jansta, Mike Hayward, Jay Jacobs, Jim Mills, Susan Mills, Jeff Benton, Andrew Mills-Middlebrook, George Hawthorne, Ed Henderson, Kyle Walker, Auction.com, LLC\_, Dustin George

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.

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.

Partition

Miller, George & Suggs, PLLC Tracey Midkiff, Attorney at Law Jonathan Andring, Attorney at Law Rachel Son, Attorney at Law 6080 Tennyson Parkway, Suite 100 Plano, TX 75024 Substitute Trustee(s): Aarti Patel, Dylan Ruiz, Violet Nunez, Aarti Patel, Violet Nunez, Daniel McQuade, Marcela Cantu, Erika Aguirre, Cary Corenblum, Joshua Sanders, Aleena Litton, Sharlett Watts, Angela Zavala, Michelle Jones, Richard Zavala Jr., Sharlet Watts, Jennyfer Sakiewicz, Richard Zavala, Jr., Jr, Brian Hooper, Mike Jansta, Mike Hayward, Jay Jacobs, Jim Mills, Susan Mills, Jeff Benton, Andrew Mills-Middlebrook, George Hawthorne, Ed Henderson, Kyle Walker, Auction.com, LLC, Dustin George c/o Miller, George & Suggs, PLLC 6080 Tennyson Parkway, Suite 100 Plano, TX 75024

Certificate of Posting

I, declare under penalty of perjury that on the day of requirements of HAYS County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).