



0CT - 2 2025

NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

Assert and protect your rights as a member of the armed forces of the United States of 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. Sender is: Codilis & Moody, P.C., 20405 State Highway 249, Suite 170, Houston, TX 77070

INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION

Deed of Trust dated February 22, 2024 and recorded under Vol. 2533, Page 811, or Clerk's File No. 2024-00001046, in the real property records of PALO PINTO County Texas, with Dougquaylas Johnson and Bianca Plata, a married couple as Grantor(s) and Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for United Mortgage Lending LLC, its successors and assigns as Original Mortgagee.

Deed of Trust executed by Dougquaylas Johnson and Bianca Plata, a married couple securing payment of the indebtedness in the original principal amount of \$333,000.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by Dougquaylas Johnson, Blanca Plata. UNITED WHOLESALE MORTGAGE, LLC is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

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 property securing the above referenced loan. Cenlar FSB is acting as the Mortgage Servicer for the Mortgagee. Cenlar FSB, is representing the Mortgagee, whose address is: 1000 Technology Drive, O'Fallon, MO 63368.

Legal Description:

BEING THE SURFACE ONLY OF LOT EIGHTEEN (18), BLOCK TWO (2), BLUFFVIEW ESTATES ADDITION, AN ADDITION TO THE CITY OF MINERAL WELLS, PALO PINTO COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 4, PAGE 52, PLAT RECORDS OF PALO PINTO COUNTY, TEXAS.

SALE INFORMATION

Date of Sale: 12/02/2025 Earliest Time Sale Will Begin: 1:00 PM

Location of Sale: The place of the sale shall be: PALO PINTO County Courthouse, Texas at the following location: On the exterior steps at the entrance to the door of the Palo Pinto County Courthouse which opens and faces to the south, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court

TERMS OF SALE

A default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. 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,"



44-25-02324 PALO PINTO

"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.

The sale will begin at the earliest time stated above, or within three (3) hours after that time. 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 or the Mortgagee's attorney.

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.

WHEREAS, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I HEREBY APPOINT AND DESIGNATE Ramiro Cuevas, Joshua Sanders, Angie Uselton, Misty McMillan, Kristopher Holub, Tonya Washington, Tionna Hadnot, Conrad-Wallace, Shawn Schiller, Patrick Zwiers, Kelly Main, Lisa Bruno, Ashlee Luna, Angela Cooper, Guy Wiggs, Brenda Wiggs, Donna Stockman, David Stockman, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Jeff Benton, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or Auction.com, as Substitute Trustee.

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is: Codilis & Moody, P.C. 20405 State Highway 249, Suite 170 Houston, TX 77070 (281) 925-5200

Source Fooderman

Executed on Séptember 29, 2025.

/s/ Will Morphis SBOT No. 24131905, Attorney at Law Codilis & Moody, P.C. 20405 State Highway 249, Suite 170 Houston, TX 77070 (281) 925-5200

Posted and filed by:

Printed Name: _Donna Stockman

C&M No. 44-25-02324

RECORDING REQUESTED BY:



WHEN RECORDED MAIL TO:

Auction.com, LLC c/o Malcolm Cisneros/Trustee Corps 17100 Gillette Avenue Irvine, CA 92614 (949) 252-8300

TSL 116.764 TS No TX07000372-25-1

No TX07000372-25-1 APN R000021777 / 178600000

Clerk of the County Court
Palo Pinto County, Texas
By USA Deputy

TO No 250347546-TX-RWI

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on December 21, 2021, JAMAL CULLEN GRATTS, A MARRIED MAN AND SHANTEL RENAE YORK, SIGNING PRO FORMA TO PERFECT LIEN ONLY as Grantor/Borrower, executed and delivered that certain Deed of Trust in favor of J. MARC HESSE as Trustee, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, as nominee for SFMC LP DBA SERVICE FIRST MORTGAGE COMPANY, its successors and assigns, as original Beneficiary, which Deed of Trust secures the payment of that certain Promissory Note of even date therewith in the original amount of \$235,653.00, payable to the order of M&T Bank as current Beneficiary, which Deed of Trust recorded on December 28, 2021 as Document No. 2021-00009271 in Book 2420, on Page 68 in Palo Pinto County, Texas. Deed of Trust covers all of the real property described therein, including, but not limited to, all of the following described property, rights and interests (the "Property"), to-wit: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

APN R000021777 / 178600000

WHEREAS, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed **Auction.com**, **LLC** or either of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust; and

WHEREAS, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and **M&T Bank**, the legal holder of such indebtedness and the liens securing same has requested either one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust.

NOW THEREFORE, NOTICE IS HEREBY GIVEN that on **Tuesday**, **December 2**, **2025** at **10:00 AM**, no later than three (3) hours after such time, being the first Tuesday of such month, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place in Palo Pinto County, Texas, at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a Deed of Trust or other contract lien as follows: **Palo Pinto County Courthouse**, **520 Oak Street**, **Palo Pinto**, **TX 76484**, **or in the area designated by the Commissioner's Court**.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of and M&T Bank's election to proceed against and sell both the real property and any personal property described in said Deed of Trust in accordance with and M&T Bank's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

NOTICE IS FURTHER GIVEN, that except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust. Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "as is", "where is" condition. Conveyance of the Property shall be made without any representations or warranties whatsoever, expressed or implied. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters and are advised to conduct an independent investigation of the nature and physical condition 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 expressed or implied warranties, except as to the warranted.

WITNESS, my hand this 8th day of October , 2025

By: Joshua Sanders on behalf of Auction.com, LLC

Substitute Trustee(s)

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.

SALE INFORMATION CAN BE OBTAINED ONLINE AT www.Auction.com FOR AUTOMATED SALES INFORMATION PLEASE CALL: Auction.com at 800.280.2832

FOR REINSTATEMENT / PAY OFF REQUESTS CONTACT: (949) 252-8300

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

EXHIBIT "A"

BEING LOT TWELVE (12), BLOCK TWO (2)., PARKVIEW ADDITION TO THE CITY OF MINERAL WELLS, PALO PINTO COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2, PAGE 91, PLAT RECORDS OF PALO PINTO COUNTY, TEXAS.



NOTICE OF SUBSTITUTE TRUSTEE'S SALE

OCT - 9 2025 Janotte K. Green

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTED SCIENCE OF the County County IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY SUBSTITUTE INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE.

THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

Matter No.: 137408-TX

Date: October 6, 2025

County where Real Property is Located: Palo Pinto

ORIGINAL MORTGAGOR: MELVIN RAY, A SINGLE MAN

ORIGINAL MORTGAGEE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS

BENEFICIARY, AS NOMINEE FOR GREAT WESTERN FINANCIAL SERVICES, INC., ORGANIZED AND EXISTING UNDER THE LAWS OF

TEXAS, ITS SUCCESSORS AND ASSIGNS

CURRENT MORTGAGEE: PennyMac Loan Services, LLC

MORTGAGE SERVICER: PennyMac Loan Services, LLC

DEED OF TRUST DATED 10/1/2020, RECORDING INFORMATION: Recorded on 10/8/2020, as Instrument No. 2020-00005650 in Book 2339 Page 110

SUBJECT REAL PROPERTY (LEGAL DESCRIPTION): BEING ALL OF LOT 2R, BLOCK 5, CUNNINGHAM #2 ADDITION, CITY OF MINERAL WELLS, PALO PINTO COUNTY, TEXAS, ACCORDING TO THE RE-PLAT RECORDED IN VOLUME 11, PAGE 15, SLIDE 1014, PLAT RECORDS OF PALO PINTO COUNTY, TEXAS.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on 12/2/2025, the foreclosure sale will be conducted in Palo Pinto County in the area designated by the Commissioners Court, pursuant to Section 51.002 of the Texas Property Code as the place where the foreclosure sales are to take place. If no place is designated by the Commissioners Court, sale will be conducted at the place where the Notice of Trustee's Sale was posted. The trustee's sale will be conducted no earlier than 1:00 PM, or not later than three (3) hours after that time, by one of the Substitute Trustees who will sell, to the highest bidder for cash, subject to the unpaid balance due and owing on any lien indebtedness superior to the Deed of Trust.

PennyMac Loan Services, LLC is acting as the Mortgage Servicer for PennyMac Loan Services, LLC who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. PennyMac Loan Services, LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

PennyMac Loan Services, LLC 3043 Townsgate Rd, Suite 200 Westlake Village, CA 91361

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 property securing the above referenced loan.



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Matter No.: 137408-TX

WHEREAS, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I HEREBY APPOINT AND DESIGNATE XOME INC., TEJAS CORPORATE SERVICES LLC, AGENCY SALES AND POSTING, LLC, ALDRIGE PITE, LLP or either one of them, as Substitute Trustee, to act, either singly or jointly, under and by virtue of said Deed of Trust and hereby request said Substitute Trustees, or any one of them to sell the property in said Deed of Trust described and as provided therein. The address for the Substitute Trustee as required by Texas Property Code, Section 51.0075(e) is Aldridge Pite, LLP, 3333 Camino Del Rio South, Suite 225, San Diego, CA 92108-0935, Phone: (866) 931-0036.

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.

By: Hollis Hamilton
Hollis Rose Hamilton, Attorney
Aldridge Pite, LLP
3333 Camino Del Rio South, Suite 225
San Diego, California 92108

Return to: ALDRIDGE PITE, LLP 3333 Camino Del Rio South, Suite 225 P.O. BOX 17935 SAN DIEGO, CA 92108-0935 FAX #: 619-590-1385

Phone: (866) 931-0036



NOTICE OF SUBSTITUTE TRUSTEE'S SALE

Clerk of the County Court Palo Pinto County, Texas

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.

Matter No.: 139797-TX

Date: October 27, 2025

County where Real Property is Located: Palo Pinto

ORIGINAL MORTGAGOR:

RICKY NANEZ AND CHRISTINA ALICE CUNNINGHAM, HUSBAND

AND WIFE

ORIGINAL MORTGAGEE:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS

BENEFICIARY, AS NOMINEE FOR FAIRWAY INDEPENDENT

MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS

CURRENT MORTGAGEE:

LAKEVIEW LOAN SERVICING, LLC

MORTGAGE SERVICER:

LOANCARE, LLC

DEED OF TRUST DATED 11/5/2021, RECORDING INFORMATION: Recorded on 11/18/2021, as Instrument No. 2021-00008319 in Book 2412 Page 524

SUBJECT REAL PROPERTY (LEGAL DESCRIPTION): BEING ALL OF LOT 4, BLOCK 13, HINES & KOESTER SUBDIVISION OF A PORTION OF THE MORNINGSIDE PARK ADDITION TO THE CITY OF MINERAL WELLS, PALO PINTO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF SAID SUBDIVISION OF RECORD IN VOLUME 2, PAGE 75, PLAT RECORDS, PALO PINTO COUNTY, TEXAS.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on 12/2/2025, the foreclosure sale will be conducted in Palo Pinto County in the area designated by the Commissioners Court, pursuant to Section 51.002 of the Texas Property Code as the place where the foreclosure sales are to take place. If no place is designated by the Commissioners Court, sale will be conducted at the place where the Notice of Trustee's Sale was posted. The trustee's sale will be conducted no earlier than 1:00 PM, or not later than three (3) hours after that time, by one of the Substitute Trustees who will sell, to the highest bidder for cash, subject to the unpaid balance due and owing on any lien indebtedness superior to the Deed of Trust.

LOANCARE, LLC is acting as the Mortgage Servicer for LAKEVIEW LOAN SERVICING, LLC who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. LOANCARE, LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

LAKEVIEW LOAN SERVICING, LLC c/o LOANCARE, LLC 3637 SENTARA WAY VIRGINIA BEACH, VA 23452-4262

Page 1 of 2



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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 property securing the above referenced loan.

WHEREAS, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I HEREBY APPOINT AND DESIGNATE AUCTION.COM, LLC, AGENCY SALES AND POSTING, LLC, ALDRIDGE PITE, LLP or either one of them, as Substitute Trustee, to act, either singly or jointly, under and by virtue of said Deed of Trust and hereby request said Substitute Trustees, or any one of them to sell the property in said Deed of Trust described and as provided therein. The address for the Substitute Trustee as required by Texas Property Code, Section 51.0075(e) is Auction.com, 1 Mauchly, Irvine, CA 92618.

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.

By: Hollis Hamilton
Hollis Rose Hamilton, Attorney
Aldridge Pite, LLP
3333 Camino Del Rio South, Suite 225
San Diego, California 92108

Return to:

ALDRIDGE PITE, LLP 3333 Camino Del Rio South, Suite 225 P.O. BOX 17935 SAN DIEGO, CA 92108-0935 FAX #: 619-590-1385

Phone: (866) 931-0036

NOTICE OF FORECLOSURE SALE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Property: 1091 Withers Road, Mineral Wells, Texas 76067

November 6, 2025

Deed of Trust: Deed of Trust (The term "Deed of Trust" herein shall mean the Deed of Trust as so modified, renewed, and/or extended.)

Dated: September 9, 2024

Trustee:

Carlos Maldonado

Address:

P.O. Box 36 Mineral Wells, TX, 76068

Substitute Trustee:

Eddie R. McClendon

Address:

P.O. Box 996 Mineral Wells, TX, 76068

Grantors: Victare of Texas, LLC

Mortgagee: Judy Grace Allen A/K/A Judy Lineberger Allen (hereafter "Lender")

Recording Information: Volume 2561, Page 307 of the real property records of Palo Pinto County, Texas.

Property Address: 1091 Withers Road, Mineral Wells, Texas 76067

Legal Description: BEING 9.513 acres of land out of the JAMES DIMPKINS SURVEY, ABSTRACT No. 152, Palo Pinto County, Texas; being all of J. Allen's tract of land as described in Volume 2125, Page 658, Official Public Records, Palo Pinto County, Texas: being further described by metes and bounds as follows:

NOV - 6 2025

Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect Surfact Adjusted, N.A.D. 1983, Texas State Plane Coordinate System, North Central Zone 4202, using Texas Department of Transportation Surface Adjustment Factor of 1.00012. (U.S. Survey Feet)

BEGINNING at a found concrete monument at the southeast corner of Lot 1R, RIDGEWOOD, FOURTH FILING, according to the plat as recorded in Volume 9, Page 159, Slide 725, Plat Records, Palo Pinto County, Texas, same being the northwest corner of S. & C. Crews' called 9.000 acres tract of land described as Tract Two in Volume 2175, Page 693, O.P.R.P.P.C.T., for the northeast and beginning corner of this tract.

THENCE S 01°09'46" E 86.59 feet to a found 3/8" iron rod, at the westerly common corner of said 9.000 acres tract & S. & C. Crews' called 13.00 acres tract of land described as Tract One in Volume 2175, Page 693, O.P.R.P.P.C.T., for a corner of this tract.

THENCE S 00°24′14″ W 493.99 feet along the west line of said 13.000 acres tract to a set 1/2″ iron rod with red plastic cap stamped "TEXAS SURVEYING", at the northeast corner of BW Trust 472 Hog Mountain Road's called 5.000 acres tract of land as recorded in Volume 2540, Page 493, O.P.R.P.P.C.T., for the southeast corner of this tract. WHENCE a found 1/2″ iron rod bears S 00°24′14″ W 139.08 feet.

THENCE S 88°31′28″ w 434.09 feet along the north line of said 5.000 acres to a found 1/2″ iron, in the east line of L. Lord's called 4.00 acres tract of land as described in Volume 2477, Page 427, O.P.R.P.P.C.T., for the southerly southwest corner of this tract.

THENCE N 00°10′37″ E 429.11 feet to a found 1/2″ iron rod, at the northeast corner of said 4.00 acres tract, for an ell corner of this tract.

THENCE S 88°27′07″ W 466.70 feet to a set 1/2″ iron rod with a red plastic cap stamped "TEXAS SURVEYING", at the northwest corner of L. Lord's called 1.00 acre tract of land as described in Volume 2477, Page 415, O.P.R.P.P.C.T., in the east line of Withers Road, for the westerly southwest corner of this tract. WHENCE a found 3/8″ iron rod at the southwest corner of said 4.00 acres tract bears S 00°12′54″ W 466.49 feet.

THENCE N 00°30′12″ E 278.29 feet alond the east line of said Withers Road to a set 1/2″ iron rod with red plastic cap stamped "TEXAS SURVEYING", at the southwest corner of E. & I. Lera's called 4.026 acres tract of land as described in Volume 2529, Page 643. O.P.R.P.P.C.T., for the northwest corner of this tract. WHENCE a found 3/8″ iron rod bears N 89°18′09″ W 3.1 feet.

THENCE S 89°18′09″ E 752.70 feet along the south line of said 4.026 acres tract to a found 3/8" iron rod, at the southwest corner of said Lot 1R, for a corner of this tract.

Notice of Foreclosure Sale 2

THENCE S 57°19′42″ E 173.17 feet along the south line of said Lot 1R to the POINT OF BEGINNING.

Note Secured by Deed of Trust: Promisory Note (The term "Note" herein shall mean the Note as so modified, renewed, and/or extended.)

Date: September 9, 2024

Original Principal Amount: \$270,000.00

Makers: Victare of Texas, LLC

Lender: Judy Grace Allen A/K/A Judy Lineberger Allen

Property: All real property and improvements as described in and mortgaged in the Deed of Trust, including all rights and appurtenances thereto, with the exception of any Released Property.

Guaranty: On September 9, 2024, Tyra Kane executed Personal Guaranty guaranteeing the Note in favor of the Lender.

Sale Location: 520 Oak Street, Palo Pinto, Texas 76484.

Sale Date: December 2, 2025

Sale Time: The public auction of the Foreclosure Sale will take place between the hours of 10:00 AM and 4:00 PM local time. The earliest time the sale will begin is 12:30 p.m., or within three hours from that time.

Terms of the Sale: This public Foreclosure Sale will sell all property "AS IS" at a public auction to the highest cash bidder, with the exception of the Lender, who will be allowed to bid credit against the amount owed under the obligation secured by the lien in the Deed of Trust.

Due to the default in payment of the Note and in performance of the obligations under the terms of the Deed of Trust, the Lender directed the Substitute Trustee to administer the trust provisions.

The above described Deed of Trust encumbers real property. This document constitutes formal notice by the Lender to foreclose and sell the property, as described in Lender's right and remedies under the Deed of Trust and in accordance with the terms of Section 9.604(a) of the Texas Business and Commerce Code and the Deed of Trust.

Notice is hereby given that the Foreclosure Sale will commence at the Sale Location, Sale Date, and Sale Time indicated above. At that time, the Substitute Trustee will direct the sale of the property described in the Deed of Trust in the manner allowed by the Deed of Trust and applicable Texas law.

If there is any postponement or rescheduling of the Foreclosure Sale, additional notice will be reposted and refiled in accordance with the terms of the Deed of Trust and applicable Texas law.

Potential purchasers are reminded that this sale of property is made subject to the exceptions to conveyance and warranties of the Deed of Trust, all prior liens and defects to title, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust, and any rights of recession as set forth in the Texas Property Code. Potential purchasers should examine the property records describing the property within the Deed of Trust for further assurances.

Pursuant to Section 51.009 of the Texas Property Code, this property will be sold "AS IS" to the highest cash bidder. Please be aware that the sale of this property will not include any possession warranties, title warranties, warranties of quiet enjoyment or other warranties, except as expressly provided by the Deed of Trust. All potential purchasers should conduct examinations of the property records for further assurances.

Pursuant to Section 51.0075(a) of the Texas Property Code, the Substitute Trustee will establish conditions for the Foreclosure Sale as are deemed reasonable and in accordance with the Texas Property Code. Any conditions beyond what are listed in this document will be disclosed prior to the opening of bidding on the day of the 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.

THIS DOCUMENT ASSIGNS EDDIE R. MCCLENDON AS THE SUBSTITUTE TRUSTEE IDENTIFIED TO CARRY OUT THE SALE OF PROPERTY IDENTIFIED IN THE SECURITY INSTRUMENT AS SET FORTH IN THIS NOTICE OF FORECLOSURE SALE. THE SIGNER OF THIS DOCUMENT IS THE DULY AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

Judy Grace Allen A/K/A Judy Lineberger Allen

NOTICE OF SUBSTITUTE TRUSTEE SALE

D 1 477		
Deed of Trust Date:	Grantor(s)/Mortgagor(s):	
11/26/2018	CECIL E HARWELL AND MARILYN M HARWELL, WIFE	
	AND HUSBAND	
Original Beneficiary/Mortgagee:	Current Beneficiary/Mortgagee:	
WELLS FARGO BANK, N.A.	Wells Fargo Bank, N.A.	
Recorded in:	Property County:	
Volume: OR 2252	PALO PINTO	
Page: 204		
Instrument No: 2018-00006161		
Mortgage Servicer:	Mortgage Servicer's Address:	
Wells Fargo Bank, N.A. is representing the Current Beneficiary/Mortgagee	1 Home Campus, MAC 2301-04C,	
under a servicing agreement with the Current Beneficiary/Mortgagee.	West Des Moines, IA 50328	
Date of Sale: 12/2/2025	Earliest Time Sale Will Begin: 1pm	

Place of Sale of Property: THE EXTERIOR STEPS AT THE ENTRANCE TO THE DOOR OF SAID COURTHOUSE WHICH OPENS AND FACES TO THE EAST (THIS IS A TEMPORARY CHANGE FROM THE SOUTH DOOR) OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE.

Legal Description: BEING THE SURFACE ONLY OF ALL OF LOT 5, BLOCK 4, SOUTHWIND ESTATES, AN ADDITION NEAR THE CITY OF MINERAL WELLS, IN PALO PINTO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6, PAGES 5 AND 6, PLAT RECORDS OF PALO PINTO COUNTY, TEXAS.

In accordance with Tex. Prop. Code \$51,0076 and the Deed of Trust referenced above, the undersigned as attorney for Mortgagee or Mortgage Servicer does hereby remove the original Trustee and all successor substitute trustees and appoints in their stead, Angela Cooper, Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Michelle Schwartz, Janet Pinder, Brandy Bacon, Jeff Benton or Jamie Dworsky, Cole Patton, Myra Homayoun, Thuy Frazier, McCarthy & Holthus, LLP, as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original Trustee under there said Deed of Trust; and, further, does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

The Property will be sold "AS IS," without any express or implied warranties, except as to warranties of title, and at the purchaser's own risk, pursuant to the terms of TEX. PROP. CODE \$51,002 and \$51,009. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Substitute Trustee reserves the right to set further reasonable conditions for conducting the public auction. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by 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.

NOTICE PURSUANT TO TEX. PROP. CODE § 51.002(I): ASSERT AND PROTECT YOUR RIGHTS AS MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU OR YOUR SPOUSE ARE SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL 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: 10/23/2025

Thuy Frazier, Attorney McCarthy & Holthus, LLP 1255 West 15th Street, Suite 1060 Plano, TX 75075 Attorneys for Wells Fargo Bank, N.A. Dated: 11/6/25

Donna Stockman

Printed Name:

omma Substitute Trustee c/o Tejas Trustee

1255 West 15th Street, Suite 1060

Plano, TX 75075

https://sales.mccarthyholthus.com/

Loan Type: VA

MH File Number: TX-25-122052-POS



NOTICE OF TRUSTEE'S SALE BY SUBSTITUTE TRUSTEE

Notice is hereby given of a public non-judicial foreclosure sale.

- Clerk of the County Count Palo Pinto County, Texas
- 1. Property to Be Sold. The property to be sold is described in Exhibit "A" attached hereto.
- 2. <u>Date, Time, and Place of Sale</u>. The sale is scheduled to be held at the following date, time, and place:

Date: December 2, 2025

Time: The sale shall begin no earlier than 10:00 A.M. or no later than three hours

thereafter.

Place: Palo Pinto County Courthouse in Palo Pinto, Texas, at the south door of the

courthouse.

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>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.

- 4. 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 Deeds of Trust executed by property owners listed in Exhibit "A". The Deeds of Trust are recorded in the plat records in the office of the County Clerk of Palo Pinto County, Texas, under the volumes and page numbers listed in Exhibit "A."
 - 5. Obligations Secured. The Deeds of Trust provide that they secure the payment of the

[indebtedness and obligations therein described (collectively the "Obligations") including but not limited to (1) the promissory note in the original principal amount payable to the order of Double Diamond, Inc.; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of the property owners to Double Diamond, Inc. Double Diamond, Inc. is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

6. <u>Default and Request To Act</u>. Default has occurred under the deed of trust, 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 this 1 day of November, 2025.

SANDRA DIAZ 160 CLIFFS DRIVE GRAFORD, TX 76449

EXHIBIT "A"

Cliffs I -	Cliffs Phase I Subdivision, as described in the Amended plat recorded in Slide 455-460 of the Plat Records of
	Palo Pinto County, Texas.
Cliffs II -	Cliffs Phase II Subdivision, as described in the plat recorded in Slide 468-473 of the Plat Records of Palo Pinto County, Texas.
Cliffs III-	Cliffs Phase III Subdivision, as described in the plat recorded in Slide 475-479 of the Plat Records of Palo Pinto
	County, Texas.
Cliffs IV-	Cliffs Phase IV Subdivision, as described in the plat recorded in Slide 480-485 of the Plat Records of Palo Pinto County, Texas.
Cliffs V-	Cliffs Phase V Subdivision, as described in the plat recorded in Slide 488 of the Plat Records of Palo Pinto
	County, Texas.
Cliffs VI-	Cliffs Phase VI Subdivision, as described in the plat recorded in Slide 489 of the Plat Records of Palo Pinto
	County, Texas.
Cliffs VII-	Cliffs Phase VII Subdivision, as described in the plat recorded in Slide 499-503 of the Plat Records of Palo
C1: CC 7 7777	Pinto County, Texas.
Cliffs VIII-	Cliffs Phase VIII Subdivision, as described in the plat recorded in Slide 491-498 of the Plat Records of Palo Pinto County, Texas.
Cliffs IX-	Cliffs Phase IX Subdivision, as described in the plat recorded in Slide 507-513 of the Plat Records of Palo
	Pinto County, Texas.
Cliffs X-	Cliffs Phase X Subdivision, as described in the plat recorded in Slide 509 of the Plat Records of Palo Pinto
	County, Texas.
Cliffs XI-	Cliffs Phase XI Subdivision, as described in the plat recorded in Slide 525 of the Plat Records of Palo Pinto
	County, Texas.
Cliffs XII-	Cliffs Phase XII Subdivision, as described in the plat recorded in Slide 582 of the Plat Records of Palo Pinto
	County, Texas
Cliffs XIII-	Cliffs Phase XIII Subdivision, as described in the plat recorded in Slide 652 of the Plat Records of Palo Pinto
m	County, Texas.
Birkdale-	Birkdale Timeshare Regime more fully described in the Declaration establishing the Birkdale Timeshare Regime recorded in Volume 972, page 779 of the Deed of Records of Palo Pinto County, Texas.
Vista Point-	Vista Point Timeshare Regime more fully described in the Declaration establishing the Vista Point Timeshare
7 IJul 2 Onic	Regime recorded in Volume 1160, page 136 of the Deed of Records of Palo Pinto County, Texas.
Villas-	Villas at The Cliffs Resort Timeshare Regime more fully described in the Declaration establishing the Villas at
	The Cliffs Resort Timeshare Regime recorded in Volume 2243, Page 33, as amended.

MORTGAGOR	LOT	SUBDIVISION	DEED OF TRUST	
			VOLUME	PAGE
CHESTER REED & RUBY REED	1/208 Undivided Interest in Units 701-704 & 1/208 Undivided Interest in Units 301-304	VISTA POINT INTERVALS & BIRKDALE INTERVALS	2041	752
OLUYINKA OLUSIMIADE ADENODI & OLUWATOYIN TEMITOE ADENODI	29 & 1/520 Undivided Interest in Units 1- 10	PHASE XII & VILLAS at The Cliffs Timeshare Regime	2602	319



Notice of Substitute Trustee Sale

R3218 T.S. #: 25-16604

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:

12/2/2025

Time:

The sale will begin no earlier than 1:00 PM or no later than three hours thereafter.

The sale will be completed by no later than 4:00 PM

Place:

Palo Pinto County Courthouse in Palo Pinto, Texas, at the following location: THE EXTERIOR STEPS AT THE ENTRANCE TO THE DOOR OF THE COURTHOUSE WHICH OPENS AND FACES TO THE SOUTH OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO

SECTION 51.002 OF THE TEXAS PROPERTY CODE

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

All of Lot Two (2), Block Two (2), of the La Grand Addition to the City of Mineral Wells, Palo Pinto County, Texas, as shown by the plat of said addition of record in Volume 3, Page 4. of the Plat Records of Palo Pinto County, Texas.

Instrument to be Foreclosed - The instrument to be foreclosed is the Deed of Trust is dated 1/12/2012 and is recorded in the office of the County Clerk of Palo Pinto County, Texas, under County Clerk's File No 2012-00000414, recorded on 1/20/2012, in Book OR, Page 67, of the Real Property Records of Palo Pinto County, Texas. Property Address: 603 SE 28TH AVE MINERAL WELLS, TX 76067-5737

Trustor(s):

JAMES E JENNINGS AND JOAN

Original

ASPIRE FINANCIAL, INC. DBA

M JENNINGS

Beneficiary:

TEXASLENDING.COM

Current

GITSIT Solutions, LLC, not in its

Loan Servicer:

GITSIT Solutions, LLC

Beneficiary:

individual capacity but solely in its

capacity as Separate Trustee of GV

Trust 2025-1

Current Substituted

Trustees:

Auction.com, LLC, Guy Wiggs, Donna Stockman, Brenda Wiggs, David Stockman, Michelle Schwartz, Janet Pinder, Brandy Bacon, Jamie Dworsky, Angela Cooper, Jeff Benton, Stockman Foreclosure Services Inc., Rick Snoke, Prestige Default Services, LLC, Agency

Sales and Posting LLC

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 property securing the above referenced loan.

Terms of Sale - The sale will be conducted as a public auction to the highest bidder for cash with funds being made payable to Prestige Default Services, LLC, subject to the provisions of the deed of trust permitting the beneficiary

T.S. #: 25-16604

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. 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.

Type of sale - The sale is a non-judicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of the sale granted by the deed of trust executed by JAMES E. JENNINGS AND JOAN M. JENNINGS, HUSBAND AND WIFE. 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.

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 \$120,000.00, executed by JAMES E. JENNINGS AND JOAN M. JENNINGS, HUSBAND AND WIFE, and payable to the order of ASPIRE FINANCIAL, INC. DBA TEXASLENDING.COM; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of JAMES E. JENNINGS AND JOAN M. JENNINGS, HUSBAND AND WIFE to JAMES E JENNINGS AND JOAN M JENNINGS. GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as Separate Trustee of GV Trust 2025-1 is the current owner and holder of the Obligations and is the beneficiary 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 and all other amounts lawfully owing under the Note, the Deed of Trust, and all of the other associated loan documents, including, without limitation, all interest, default interest, late charges, advances, attorneys' fees and other costs and expenses. All checks must be made payable to Prestige Default Services, LLC

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

GITSIT Solutions, LLC, not in its individual capacity but solely in its capacity as Separate Trustee of GV Trust 2025-1 c/o GITSIT Solutions, LLC 333 S. Anita Drive, Suite 400 Orange, CA 92868 888) 566-3287

Dated: ___11/10/25

Auction.com, LLC, Guy Wiggs, Donna Stockman, Brenda Wiggs, David Stockman, Michelle Schwartz, Janet Pinder, Brandy Bacon, Jamie Dworsky, Angela Cooper, Jeff Benton, Stockman Foreclosure Services Inc., Rick Snoke, Prestige Default Services, LLC, Agency Sales and Posting LLC,

Prestige Default Services, LLC 16801 Addison Road, Suite 350 Addison, Texas 75001

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Phone: (972) 893-3096 ext. 1035

Fax: (949) 427-2732