

Notice of Foreclosure Sale

FILED
At 11:10 O'Clock A M.

November 12, 2025

Lease-Purchase Agreement ("Lease-Purchase Agreement"):

Dated: October 20, 2017

Grantor: MICHAEL BRANDON SORRELLS and BRITTANY ROCHELLE SORRELLS

Trustee: PHIL GARRETT

Lender: RANDY B. LEEK and SHAWNA LEEK

Recorded in: Volume 2238, Page 240 of the official public records of Palo Pinto County, Texas

Legal Description:

Tract One:

Being all of Lot Seven (7) and the South 37 feet of Lot Six (6), Block One (1), DISMUKE ADDITION (Second Amendment) to the City of Mineral Wells, Palo Pinto County, Texas, according to the plat of said addition of record in Volume 2, Page 35, Plat Records of Palo Pinto County, Texas.

Tract Two:

Being all that portion of a ten foot (10') closed alley which is contiguous and to the west of the above described tract of land, the west lien of this tract also being contiguous to (i) a portion of the east line of Lot 20F, Dismuke Addition as shown on Amended Plat recorded in Volume 4, Page 35, Plat Records and (ii) the east line of that certain tract of land described in deed dated February 26, 1985 from Sandra Kay Damron to C.L. Young and wife, Lou Ann Young, recorded in Volume 640, Page 527, Deed Records of Palo Pinto County, Texas.

Secures:

Lease-Purchase Agreement ("Lease-Purchase Agreement") in the original principal amount of \$150,000.00, executed by MICHAEL BRANDON SORRELLS and BRITTANY ROCHELLE SORRELLS ("Lessee-Buyer") and payable to the order of Lender

Foreclosure Sale:

Date: Tuesday, January 6, 2026

Time: The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 10:00 A.M. and not later than three hours thereafter.

Place: 520 Oak Street, Palo Pinto, Texas 76484

NOV 12 2025
Janette K Green
Clerk of the County Court
Palo Pinto County, Texas
By *Stena J. Green* Deputy

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that RANDY B. LEEK and SHAWNA LEEK's bid may be by credit against the indebtedness secured by the lien of the Lease-Purchase Agreement.

Default has occurred in the payment of the Lease-Purchase Agreement and in the performance of the obligations of the Lease-Purchase Agreement. Because of that default, RANDY B. LEEK and SHAWNA LEEK, the owner and holder of the Lease-Purchase Agreement, has requested Trustee to sell the Property.

The Lease-Purchase Agreement may encumber both real and personal property. Formal notice is hereby given of RANDY B. LEEK and SHAWNA LEEK's election to proceed against and sell both the real property and any personal property described in the Lease-Purchase Agreement in accordance with RANDY B. LEEK and SHAWNA LEEK's rights and remedies under the Lease-Purchase Agreement and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Trustee will sell the Property in accordance with the Terms of Sale described above, the Lease-Purchase Agreement, and applicable Texas law.

If RANDY B. LEEK and SHAWNA LEEK passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Lease-Purchase Agreement and the Texas Property Code.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Lease-Purchase Agreement, but prospective bidders are reminded that by law the Foreclosure 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 Lease-Purchase Agreement. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Lease-Purchase Agreement by RANDY B. LEEK and SHAWNA LEEK. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," **without any expressed or implied warranties, except as to the warranties (if any) provided for under the Lease-Purchase Agreement.** Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075(a) of the Texas Property Code, Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Trustee.

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.



PHIL GARRETT

P.O. Box 219, Mineral Wells, Texas 76068

Telephone (940) 325-3211

Telecopier (940) 325-4411

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 OF SALE

PURSUANT TO AUTHORITY conferred upon the Trustee by that certain Deed of Trust dated December 29, 2006, executed by **AUDRA A. MCLEMORE AND FELIX C. MCLEMORE, JR., A MARRIED COUPLE** ("Mortgagor") to Tim Williams, Trustee for the benefit of **21ST MORTGAGE CORPORATION** ("Mortgagee"), filed for record under Instrument No. 00001300, Official Public Records of Palo Pinto County, Texas, Mortgagee appoints K. Clifford Littlefield or Norma Jean Hesseltnine, whose address is listed below, or Angela Cooper, Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Michelle Schwartz, Janet Pinder, Brandy Bacon, Jeff Benton or Jamie Dworsky, whose business address is 14800 Landmark Blvd., Suite 850, Dallas, Texas 75254, under said Deed of Trust, in order to satisfy the indebtedness secured thereby and at the request of the holder of said indebtedness, default having been made in the covenants of the Deed of Trust, to sell on **Tuesday, January 6, 2026**, (that being the first Tuesday of the month), at public auction to the highest bidder for cash, at the Palo Pinto County Courthouse at the place designated by the Commissioner's Court for such sales in Palo Pinto County, Texas, (on the steps of the county courthouse or as designated by the County Commissioner), the sale to begin at 1:00 o'clock p.m. or not later than three (3) hours after such time on that date, selling all of the property as an entirety or in such parcels as the Trustee acting may elect the property offered for sale, more particularly described on Exhibit "A" attached hereto and made a part hereof, together with any and all improvements constructed upon, affixed to or located upon the above described real property, including but not limited to the 2006 Palm Harbor Manufactured Home, Serial No. MP1513522AB.

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.

FILED

EXECUTED this 11 day of November, 2025.

At 11:17 O'Clock A M.

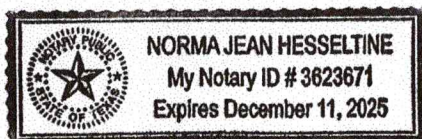
NOV 13 2025

Janette K. Dren
Clerk of the County Court
Palo Pinto County, Texas
By A. Liguera Deputy

THE STATE OF TEXAS §
COUNTY OF NUECES §

K. CLIFFORD LITTLEFIELD, Mortgagee Attorney
UPTON, MICKITS & HEYMANN, L.L.P.
802 N. Carancahua, Suite 450
Corpus Christi, Texas 78401
Telephone: (361) 884-0612
Facsimile: (361) 884-5291
Email: clittlefield@umhlaw.com

SUBSCRIBED and SWORN TO BEFORE ME, the undersigned Notary Public, by **K. CLIFFORD LITTLEFIELD**, this 11 day of November, 2025, to certify which witness my hand and official seal.



Norma Jean Hesseltnine
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

Of a 6.891 acre tract of land out of the r. Starr survey, Abstract No. 392, Palo Pinto County, Texas; and being part of a Certain 51.063 acres tract described in Volume 1332, Page 181 of the Official Public Records of Palo Pinto County, Texas; and being further described by metes and bounds as follows:

Beginning at a found 3/8" iron rod at the northeast corner of said 51.063 acres tract, in Hog Mountain Road (paved), for the northeast corner of this tract.

Thence the southwest corner of said Survey is called to bear S. 74 deg. 53 min. 29 sec. W. 338.88 feet, s. 67 deg. 49 min. W. 241.0 feet, S. 85 deg. 04 min. W. 269.70 feet, and south 3997.74 feet.

Thence S. 01 deg. 55 min. 08 sec. E. at 31.6 feet pass a found 3/8" iron rod in the south line of said Road and in all 809.09 feet to a set spike for the southeast corner of this tract,

Thence s. 89 deg. 36 min. 33 sec. W. 372.27 feet to a set 3/8" iron rod for the southwest corner of this tract.

Thence N. 05 deg. 38 min. 21 sec. W. at 679.13 feet pass a set 3/8" iron rod in the south line of said Road in all 695.93 feet to a set nail in said Road and in the north line of said 51.063 acres tract for the Northwest corner of this tract.

Thence N. 67 deg. 49 min. E. 79.55 feet to a point for a corner of this tract.

Thence N. 74 deg. 53 min. 29 sec. E. 338.88 feet along said Road to a found 3/8" iron rod for a corner of this tract.

Thence N. 88 deg. 51 min. 01 sec. E. 12.73 feet along said road to the place of beginning.

SELECT PORTFOLIO SERVICING, INC. (SPS)
FIVE START ESTATES LLC
3501 NORTHEAST 10TH STREET, MINERAL WELLS, TX
76067

CONVENTIONAL
Firm File Number: 25-043158

NOTICE OF TRUSTEE'S SALE

WHEREAS, on October 6, 2023, FIVE START ESTATES LLC, A TEXAS LIMITED LIABILITY COMPANY, as Grantor(s), executed a Deed of Trust conveying to ALLAN B. POLUNSKY, as Trustee, the Real Estate hereinafter described, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR HOMEXPRESS MORTGAGE CORP. in payment of a debt therein described. The Deed of Trust was filed in the real property records of PALO PINTO COUNTY, TX and is recorded under Clerk's File/Instrument Number 2023-00005623 Volume 2518, Page 451, to which reference is herein made for all purposes.

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness;

WHEREAS, the undersigned has been appointed Substitute Trustee in the place of said original Trustee, upon contingency and in the manner authorized by said Deed of Trust; and

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on , **Tuesday, January 6, 2026** between ten o'clock AM and four o'clock PM and beginning not earlier than 1:00 PM or not later than three hours thereafter, the Substitute Trustee will sell said Real Estate at the County Courthouse in PALO PINTO COUNTY, TX to the highest bidder for cash. The sale will be conducted in the area of the Courthouse designated by the Commissioners Court, of said county, pursuant to Section §51.002 of the Texas Property Code as amended; if no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this Notice of Trustee's Sale was posted.

Said Real Estate is described as follows: In the County of Palo Pinto, State of Texas:

BEING LOT 22, BLOCK 2, GARDEN VALLEY ADDITION, AN ADDITION TO THE CITY OF MINERAL WELLS, PALO PINTO COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 3, PAGE 9, PLAT RECORDS OF PALO PINTO COUNTY, TEXAS.

Property Address:	3501 NORTHEAST 10TH STREET MINERAL WELLS, TX 76067
Mortgage Servicer:	SELECT PORTFOLIO SERVICING, INC.
Mortgagee:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR COLT 2024-INV1 MORTGAGE LOAN TRUST 3217 S. DECKER LAKE DR. SALT LAKE CITY, UT 84119

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.

**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**

SUBSTITUTE TRUSTEE
Tejas Corporate Services, LLC
14800 Landmark Blvd, Suite 850
Dallas, TX 75254

WITNESS MY HAND this day November 7, 2025.

FILED
At 11:17 O'Clock A.M.

NOV 13 2025

Ganette K. Dren
Clerk of the County Court
Palo Pinto County, Texas
By *A. Siguera* Deputy



By: _____

Grant Tabor

Texas Bar No. 24027905

Kathryn Dahlin

Texas Bar No. 24053165

gtabor@logs.com

kdahlin@LOGS.com

13105 Northwest Freeway, Suite 960

Houston, TX 77040

Telephone No: (713) 462-2565

Facsimile No: (847) 879-4823

Attorneys for U.S. Bank Trust Company, National
Association, not in its individual capacity but solely as
trustee for COLT 2024-INV1 Mortgage Loan 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 military service to the sender of this notice immediately.

RECORDING REQUESTED BY:

FILED
At 12:37 O'Clock P M

WHEN RECORDED MAIL TO:

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

DEC - 8 2025
Janette K. Green
Clerk of the County Court
Palo Pinto County, Texas
By *J. Hunter* Deputy

TS No TX07000372-25-2S

APN R000021777 / 178600000

TO No 250347546-TX-RWM

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.

TS No TX07000372-25-2S

APN R000021777 / 178600000

TO No 250347546-TX-RW1

NOW THEREFORE, NOTICE IS HEREBY GIVEN that on **Tuesday, January 6, 2026** at **01:00 PM**, 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 3rd day of December, 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.

TS No TX07000372-25-2S

APN R000021777 / 178600000

TO No 250347546-TX-RW

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.

FILED
At 11:18 O'Clock A M.

DEC 11 2025

**NOTICE OF TRUSTEE'S SALE BY
SUBSTITUTE TRUSTEE**

Janette K. Drew
Clerk of the County Court
Palo Pinto County, Texas
By A. Figueroa Deputy

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

1. Property to Be Sold. The property to be sold is described in Exhibit "A" attached hereto.
2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: **January 6, 2026**

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 refileing may be after the date originally scheduled for this sale.

3. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the 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.

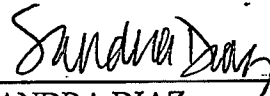
4. Type of Sale. The sale is a non-judicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deeds of Trust executed by property owners listed in Exhibit "A". The Deeds of Trust are recorded in the plat records in the office of the County Clerk of Palo 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. Default and Request to Act. 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 11 day of December, 2025.

A handwritten signature in cursive script, appearing to read "Sandra Diaz", is written over a horizontal line.

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 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 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 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	
			VOL	PAGE
UGOCHUKWU CHINEDU EZIKE & CHINATU JULIET NWOSU	135	IV	2528	368
OLUWAFEMI OLAGUN	184 & 1/520 UNDIVIDED INTEREST IN UNITS 1-10	X & VILLAS AT THE CLIFFS TIMESHARE REGIME	2556	746

DEC 11 2025

Samuel K. Green
Clerk of the County Court
Palo Pinto County, Texas
Deputy

NOTICE OF SUBSTITUTE TRUSTEE'S 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.

DATE, TIME, PLACE OF SALE:

Date: Tuesday, the 6th day of January, 2026
Time: 1:00 PM or not later than three hours after that time
Place: AT 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 in Palo Pinto County, Texas.

TERMS OF SALE: CASH

DEED OF TRUST INFORMATION - INSTRUMENT TO BE FORECLOSED:

Date: March 1, 2013
Grantor(s): James Young and Michelle Nicolette Young, Husband and wife
Original Mortgagee: Veterans Land Board of the State of Texas
Original Principal: \$37,650.00
Recording Information: Deed Inst.# 2013-00001800, Deed Book 2015, Deed Page 680
Current Mortgagee/Beneficiary: Veterans Land Board of the State of Texas
Secures: The Promissory Note (the "Note") in the original principal amount of \$37,650.00 and all obligations contained therein. All sums secured by the Deed of Trust have been and are hereby declared immediately due and payable as a result of default under the Note and/or Deed of Trust.

MODIFICATIONS AND RENEWALS:

As used herein, the terms "Note" and "Deed of Trust" mean the Note and Deed of Trust as modified, renewed, and/or extended.

PROPERTY TO BE SOLD:

Property County: Palo Pinto
Property Description: (See Attached Exhibit "A")
Property Address: 1 Land Mortgages, Tvlb, TX 76449
Condition and Important Recitals: Should a conflict occur between the property address and the legal description contained in "Exhibit A" the legal description shall control. The property will be sold "AS IS" without any representations, warranties, or recourse, and subject to any liens or interests that may survive the sale. Any purchaser who purchases the property does so at his/her/its own risk and is strongly encouraged engage in significant due diligence prior to sale.

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer represents the Current Mortgagee pursuant to a mortgage servicing agreement with the Mortgagee. Pursuant to Texas Property Code § 51.0025, as well as the mortgage servicing agreement, the Mortgage Servicer is authorized to collect the debt and to institute foreclosure of the deed of trust referenced above. The Mortgage Servicer information is below:

Mortgage Servicer: Texas Veterans Land Board
Mortgage Servicer Address: 1 Corporate Drive, Suite 360 Lake Zurich, IL 60047

SUBSTITUTE TRUSTEE(S):

File No.: 25-02991TX

McCalla Raymer Leibert Pierce, LLP, Auction.com LLC

SUBSTITUTE TRUSTEE ADDRESS: 1320 Greenway Drive, Suite 780 Irving, TX 75038

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.

/s/ Coury Jacocks
Coury Jacocks - Bar #: 24014306
Attorney for Veterans Land Board of the State of Texas
Coury.Jacocks@mccalla.com
1320 Greenway Drive, Suite 780
Irving, TX 75038
(469) 942-7141 Office
(469) 469-6670 Fax

DOCUMENT PREPARED BY:

McCalla Raymer Leibert Pierce, LLP
1320 Greenway Drive, Suite 780 Irving, TX 75038
AS ATTORNEY FOR THE HEREIN
IDENTIFIED MORTGAGEE AND/OR
MORTGAGE SERVICER

Certificate of Posting

I am Donna Stockman whose address is 1320 Greenway Dr, suite 780, Irving, TX 75038. I declare

under penalty perjury that 12/11/2025 I filed and/or recorded this Notice of Foreclosure Sale at the office of the Palo Pinto

County Clerk and caused it to be posted at the location directed by the Palo Pinto County Commissioners.

Return to: McCalla Raymer Leibert Pierce, LLP, 1320 Greenway Drive, Suite 780 Irving, TX 75038

EXHIBIT "A"

1.01 acres of land being the Surface Only of Lot 975, The Hills Above Possum Kingdom Lake, Phase One, Section Four B, a Subdivision in Palo Pinto County, Texas, according to the Plat thereof recorded in Volume 9, Page 226, Slide 793, of the Plat Records of Palo Pinto County, Texas.

Notice of Substitute Trustee's 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.

Notice is hereby given that, subject to the terms and conditions set forth in this Notice, a public sale, at auction, of the Property (as that term is defined and described below) will be held at the date, time and place set forth in this Notice.

1. *Property to Be Sold.* The Property to be sold, including improvements (collectively, the "Property"), is described as follows:

Legal Description of the Property:

See Exhibit "A"

Mailing Address of the Property:

3102 S. Keller Rd., Mineral Wells, Texas 76067-1522

2. *Deed of Trust Creating Lien That Is The Subject of Sale.*

Homestead Lien Contract and Deed of Trust dated September 6, 2023, executed by Amy Tomerlin for the benefit of First Financial Bank, recorded in the Official Public Records of Palo Pinto County, Texas as Instrument No. 2023-00005117 (the "**Deed of Trust**")

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

Date: January 6, 2026

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter.

Place: Palo Pinto County Courthouse in Palo Pinto, Texas, 520 Oak St., Palo Pinto, Texas, 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.

FILED
At 12:55 O'Clock 1 M.

DEC 12 2025

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

The Beneficiary reserves the right to postpone, withdraw, or reschedule the sale for another day. In the event that the sale is postponed or rescheduled, notice of the date of any rescheduled Substitute Trustee's Sale will be reposted and re-filed in accordance with the posting and filing requirements of the Texas Property Code. The reposting or re-filing may be after the date originally scheduled for this sale.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash, subject to permitting the Beneficiary to have its bid(s) credited to the amounts owing under the terms of the Note (as hereafter described) that is secured by the Deed of Trust.

Those desiring to purchase the Property will need to demonstrate their immediate ability to pay by cash (which may be by cashier's check) at the time that 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 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 or Substitute 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" 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 undersigned, as Substitute Trustee, reserves the right to set reasonable conditions (in addition to the conditions set forth herein) 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 Substitute Trustee.

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

6. *Obligations Secured.* The Homestead Lien Contract Deed of Trust dated September 6, 2023 including all extensions, modifications, and renewals thereof provides that it secures the payment of the indebtedness and obligations therein described including, but not limited to the Credit Agreement and Disclosure in the original principal amount of \$100,000.00 made payable to the order of First Financial Bank, N.A. First Financial Bank, is the current owner and holder of the afore-mentioned Note and Deed of Trust and is the beneficiary identified therein.

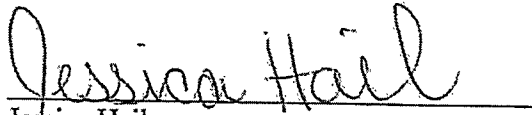
7. *Trustee/Substitute Trustee.* The undersigned has been appointed by the Beneficiary as Substitute Trustee under the terms of the Deed of Trust and may be referred to herein as either the "Trustee" or "Substitute Trustee".

8. *Default and Request to Act.* Default has occurred in the payment of indebtedness due under the afore-mentioned Note that is secured by the Deed of Trust. As a result, all of the unpaid balance of principal and accrued interest upon, the Note is now due and payable, along with all costs and expenses (including attorney's fees) that have been incurred by the Beneficiary and that are secured by the Deed of Trust. The Beneficiary has requested the Substitute Trustee under the Deed of Trust, to conduct this sale, the proceeds of such sale to be applied in accordance with the terms of the Deed of Trust. Notice is hereby given that before the sale, the Beneficiary may appoint another person substitute trustee to conduct the sale.

THEREFORE, at the date, time and place set forth above, the appointed Substitute Trustee will sell the Property (including any improvements) at public auction to the highest bidder for cash (subject to the right of the Beneficiary to have its bid(s) credited to the amounts due under the Note) pursuant to the terms of the Deed of Trust and applicable law.

Questions concerning the sale may be directed to the undersigned.

Dated: December 12, 2025.

A handwritten signature in cursive script that reads "Jessica Haile". The signature is written in dark ink and is positioned above a horizontal line.

Jessica Haile

McMahon Surovik Suttle, P.C.

400 Pine Street, Suite 800

Abilene, Texas 79601

(325-676-9183

jhaile@mss.law

Exhibit "A"

Being a called 4.344 acres, more or less, tract of land out of Section 58, Block A, E.O.B., T&P RR Co. Survey, commonly known as the J.L. Fowler Survey, Abstract No. 184, Palo Pinto County, Texas, being all of that certain tract of land known as "Tract Two" conveyed to TOMERLIN in Volume 2235, Page 78, Official Public Records, Palo Pinto County, Texas; being further described by metes and bounds as follows:

Bearings, Distances, and/or Areas derived from GNSS observations performed by Texas Surveying, Inc. and reflect Surface 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.

BEGINNING at a found 60d nail in asphalt in the middle of said South Keller Road and at the Northwest corner of a certain tract of land conveyed to PATTERSON in Volume 308, Page 483, Deed Records, Palo Pinto County, Texas and in the South line of a certain tract of land conveyed to TOMERLIN in Volume 944, Page 62, O.P.R.P.C.T. for the Northeast and beginning corner of this tract.

THENCE South 00°06'42" East 300.00 feet to a found 3/8" iron rod in the West line of said PATTERSON tract and on the East side of South Keller Road for the Southeast corner of this tract.

THENCE South 89°53'18" West 630.75 feet to a found 3/8" iron rod at an ell corner of a certain tract of land conveyed to TOMERLIN in Volume 1092, Page 419, O.P.R.P.C.T. tract for the Southwest corner of this tract.

THENCE North 00°06'42" West 300.00 feet to a found 60 nail in concrete in the North line of a gravel road at the most Northerly Northeast corner of said TOMERLIN (V. 1092, P. 419) tract and in the South line of said TOMERLIN (V. 944, P. 62) for the Northwest corner of this tract.

THENCE North 89°53'18" East 630.75 feet along the South line of said TOMERLIN (V. 944, P. 62) tract and along the North line of a gravel road to the **POINT OF BEGINNING**.

DEC 15 2025

Janette K. Young
Clerk of the County Court
Palo Pinto County, Texas
Deputy

NOTICE OF SUBSTITUTE TRUSTEE'S 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.

DATE, TIME, PLACE OF SALE:

Date: Tuesday, the 6th day of January, 2026
Time: 1pm or not later than three hours after that time
Place: AT 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 in Palo Pinto County, Texas.

TERMS OF SALE: CASH

DEED OF TRUST INFORMATION - INSTRUMENT TO BE FORECLOSED:

Date: March 1, 2013
Grantor(s): James Young and Michelle Nicolette Young, Husband and wife
Original Mortgagee: Veterans Land Board of the State of Texas
Original Principal: \$37,650.00
Recording Information: Deed Inst.# 2013-00001800, Deed Book 2015, Deed Page 680
Current Mortgagee/Beneficiary: Veterans Land Board of the State of Texas
Secures: The Promissory Note (the "Note") in the original principal amount of \$37,650.00 and all obligations contained therein. All sums secured by the Deed of Trust have been and are hereby declared immediately due and payable as a result of default under the Note and/or Deed of Trust.

MODIFICATIONS AND RENEWALS:

As used herein, the terms "Note" and "Deed of Trust" mean the Note and Deed of Trust as modified, renewed, and/or extended.

PROPERTY TO BE SOLD:

Property County: Palo Pinto
Property Description: (See Attached Exhibit "A")
Property Address: 1 Land Mortgages, Tvlb, TX 76449
Condition and Important Recitals: Should a conflict occur between the property address and the legal description contained in "Exhibit A" the legal description shall control. The property will be sold "AS IS" without any representations, warranties, or recourse, and subject to any liens or interests that may survive the sale. Any purchaser who purchases the property does so at his/her/its own risk and is strongly encouraged engage in significant due diligence prior to sale.

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer represents the Current Mortgagee pursuant to a mortgage servicing agreement with the Mortgagee. Pursuant to Texas Property Code § 51.0025, as well as the mortgage servicing agreement, the Mortgage Servicer is authorized to collect the debt and to institute foreclosure of the deed of trust referenced above. The Mortgage Servicer information is below:

Mortgage Servicer: Texas Veterans Land Board
Mortgage Servicer Address: 1 Corporate Drive, Suite 360 Lake Zurich, IL 60047

SUBSTITUTE TRUSTEE(S):

McCalla Raymer Leibert Pierce, LLP, Angela Cooper, Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Michelle Schwartz, Janet Pinder, Brandy Bacon, Jeff Benton or Jamie Dworsky

SUBSTITUTE TRUSTEE ADDRESS:

1320 Greenway Drive, Suite 780 Irving, TX 75038

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/s/ Coury Jacocks

Coury Jacocks - Bar #: 24014306

Attorney for Veterans Land Board of the State of Texas

Coury.Jacocks@mccalla.com

1320 Greenway Drive, Suite 780

Irving, TX 75038

(469) 942-7141 Office

(469) 469-6670 Fax

DOCUMENT PREPARED BY:

McCalla Raymer Leibert Pierce, LLP

1320 Greenway Drive, Suite 780 Irving, TX 75038

AS ATTORNEY FOR THE HEREIN

IDENTIFIED MORTGAGEE AND/OR

MORTGAGE SERVICER

Certificate of Posting

I am Donna Stockman whose address is 1320 Greenway Dr, suite 780, Irving, TX 75038 I declare

under penalty perjury that 12/15/2025 I filed and/or recorded this Notice of Foreclosure Sale at the office of the Palo Pinto

County Clerk and caused it to be posted at the location directed by the Palo Pinto County Commissioners.

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EXHIBIT "A"

1.01 acres of land being the Surface Only of Lot 975, The Hills Above Possum Kingdom Lake, Phase One, Section Four B, a Subdivision in Palo Pinto County, Texas, according to the Plat thereof recorded in Volume 9, Page 226, Slide 793, of the Plat Records of Palo Pinto County, Texas.

FILED
At 3:32 O'Clock P.M.

NOTICE OF TRUSTEE'S SALE

DEC 16 2025

Janette K. Green
Clerk of the County Court
Palo Pinto County, Texas
By Gleney Janis Deputy

STATE OF TEXAS

*

*

KNOWN ALL MEN BY THESE PRESENT

COUNTY OF

*

PALO PINTO

WHEREAS, by Deed of Trust dated 12/20/2021 recorded under Palo Pinto County Clerk's File 2025-00000019 Deed Records Palo Pinto County, Texas execute by Merie Yazbek/DAKA IN to ALMON WREAL/ASSISTANT Trustee, for the benefit of BW CONSTRUCTIONS with the property situated in County of Palo Pinto Texas, to wit:

AB 395TR 9-1 J SALMONS

AB 395TR 9-2 J SALMONS OF Palo Pinto

, AN ADDITIO TO TE CITY OF MINERAL WELLS PALO PINTO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME _____, PAGE _____ OF THE DEED RECORDS OF COUNTY, TEXAS.

(herein the "Property") to secure that certain Promissory Note therein described in the original principal amount of \$ 175,000 executed by Merie Yazbek and made payable to the order of BW CONSTRUCTIONS.

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust, and the indebtedness evidenced therein is now wholly due, the owner and holder of said indebtedness has requested the undersigned to sell the Property to satisfy same.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on the 16th day of JANUARY, 2026 between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m., I will sell said real estate at the area of the County Courthouse in Palo Pinto County for such sales, to the highest bidder for cash. Said sale will begin at 10:00 o'clock a.m. or not later than three (3) hours thereafter.

WITNESS MY HAND this 15th day of December 2025.

John Shannon
JOHN SHANNON Trustee