

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

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: **May 6, 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 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.

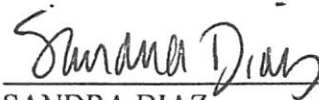
4. **Type of Sale.** The sale is a non-judicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deeds of Trust executed by property owners listed in Exhibit "A". The Deeds of Trust are recorded in the plat records in the office of the County Clerk of Palo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

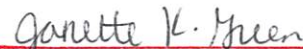


SANDRA DIAZ
160 CLIFFS DRIVE
GRAFORD, TX 76449

FILED

At 2:04 O'Clock P M.

APR 1 2025



Clerk of the County Court
Palo Pinto County, Texas

By Willetta Deputy

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 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
NANA FREDUA AGYEMAN	8	CLIFFS PHASE V	2411	430
AMADOU BAH & AISSATOU DIALLO	180 & 1/520 TH INTEREST IN UNITS 1-10	CLIFFS PHASE IX & VILLAS	2573	516

FILED
At 2:59 O'Clock P M.

APR 4 2025

Genette K. Breen
Clerk of the County Court
Palo Pinto County, Texas
By Karlett H. Deputy Deputy

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

STATE OF TEXAS §
 §
COUNTY OF PALO PINTO §

WHEREAS, by that certain Deed of Trust (“Deed of Trust”) dated October 12, 2023, recorded as Instrument No. 2023-00005798 of the Official Public Records of Palo Pinto County, Texas, **SERIF VENTURES, LLC** conveyed to **ETHAN W. SMITH, ESQUIRE** (the “Trustee”) certain real property therein described (the “Property”) to secure that certain Note (the “Note”) described in said Deed of Trust, as may have been modified and renewed; and

WHEREAS, **VERITEX COMMUNITY BANK**, is the legal and equitable owner and holder of the Note and all renewals and modifications thereof, and Beneficiary of the Deed of Trust; and

WHEREAS, Substitute Trustees have been appointed in the place of the Trustee in the manner authorized by the Deed of Trust; and

WHEREAS, the indebtedness under the terms of the Note and Deed of Trust and all renewals and modifications thereof has matured on its own terms, and the entire unpaid principal balance and all accrued but unpaid interest owing thereunder is now wholly due and owing, and **VERITEX COMMUNITY BANK** has requested a Substitute Trustee to sell the Property in accordance with § 51.002 of the Texas Property Code and the terms of the Deed of Trust in order to satisfy the indebtedness evidenced by the Note and secured by the Deed of Trust;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, **May 6, 2025**, a Substitute Trustee will sell the Property where such sales are to take place to wit:

THE EXTERIOR STEPS AT THE ENTRANCE TO THE DOOR OF SAID COURTHOUSE WHICH OPENS AND FACES TO THE SOUTH OR AS DESIGNATED BY THE COUNTY COMMISSIONER’S OFFICE. LOCATED AT 520 OAK ST., PALO PINTO, TEXAS 76484.

The foreclosure sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except the Lender/Beneficiary’s bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. The earliest time at which the sale will occur is **1:00 p.m.** The sale will begin at that time or not later than three (3) hours after that time.

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. The reposting or refiling may be after the date originally scheduled for this sale.

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.

The Property, commonly known as Brazos Mouny Ranches 169, Palo Pinto, Texas 75484, is more specifically described as follows:

SEE ATTACHED EXHIBIT "A" AND "B".

The Property may be sold either as a whole, or in lots, tracts, parcels or units as determined by the Substitute Trustee.

Formal notice is hereby given that the sale noticed herein shall include the interest of Grantor in all improvements and fixtures and other property, and personal property, covered by (i) the Deed of Trust, and (ii) any other agreements or other documents executed in connection with or as security for the Note, Beneficiary having directed a Substitute Trustee to sell, and a Substitute Trustee hereby noticing the sale of, said fixtures and personalty, pursuant to the rights granted to the Beneficiary under Section 9.604(a)(2) of the Texas Business and Commerce Code.

EXCEPT FOR A WARRANTY OF TITLE GIVEN ON BEHALF OF GRANTOR, THE SALE OF THE PROPERTY IS AS IS AND WHERE IS AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE SUBSTITUTE TRUSTEE, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED, NEITHER THE BENEFICIARY NOR THE SUBSTITUTE TRUSTEE MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COMPLIANCE WITH LAWS, RULES, AGREEMENTS OR SPECIFICATIONS, NOR WITH RESPECT TO CONDITION, QUALITY, CAPACITY, DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH SHALL BE EXPRESSLY WAIVED BY THE PURCHASER.

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.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOU 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 on the 3rd day of April 2025

BY: *Laura L. Worsham*
KEVIN J. ALLEN, LAURA L. WORSHAM,
TY J. JONES

Addresses for Substitute Trustees:

Kevin J. Allen
7557 Rambler Road, Suite 500
Dallas, TX 75231

or

Laura L. Worsham
7557 Rambler Road, Suite 500
Dallas, TX 75231

or

Ty J. Jones
7557 Rambler Road, Suite 500
Dallas, TX 75231

EXHIBIT A

PROPERTY DESCRIPTION

Brazos Mouny Ranches 169, Palo Pinto, TX 75484

Being the surface only of Lot 169, BRAZOS MOUNTAIN RANCH, Phase 3, a subdivision in Palo Pinto County, Texas, according to the plat thereof recorded in Volume 11, Page 162, Slide 1161 of the Plat Records of Palo Pinto County, Texas.

EXHIBIT B

PERMITTED ENCUMBRANCES

NONE

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, Alexander J. Tiffany or Norma Jean Hessestine, 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, May 6, 2025**, (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.

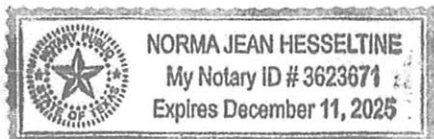
EXECUTED this 8 day of April, 2025.

K. Littlefield

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

THE STATE OF TEXAS §
COUNTY OF NUECES §

SUBSCRIBED and SWORN TO BEFORE ME, the undersigned Notary Public, by **K. CLIFFORD LITTLEFIELD**, this 8 day of April, 2025, to certify which witness my hand and official seal.



[Signature]

NOTARY PUBLIC, STATE OF TEXAS

FILED
APR 11 11:15 O'Clock A.M.

APR 10 2025
Jamett K. Green

Clerk of County Court
Palo Pinto County, Texas
By *[Signature]* Deputy

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.

NOTICE OF ACCELERATION AND NOTICE OF 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.

DEED OF TRUST INFORMATION:

Date: 09/19/2022
Grantor(s): KELLY HOGUE, AN UNMARRIED PERSON
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR USAA FEDERAL SAVINGS BANK, ITS SUCCESSORS AND ASSIGNS
Original Principal: \$295,000.00
Recording Information: Book 2467 Page 450 Instrument 2022-00006740
Property County: Palo Pinto
Property: (See Attached Exhibit "A")
Reported Address: 1804 SE 12TH ST, MINERAL WELLS, TX 76067

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: Nationstar Mortgage LLC
Mortgage Servicer: Nationstar Mortgage LLC d/b/a Mr. Cooper
Current Beneficiary: Nationstar Mortgage LLC
Mortgage Servicer Address: 8950 Cypress Waters Blvd., Coppell, TX 75019

SALE INFORMATION:

Date of Sale: Tuesday, the 6th day of May, 2025
Time of Sale: 01:00PM or within three hours thereafter.
Place of Sale: AT THE EXTERIOR STEPS AT THE ENTRANCE TO THE DOOR OF THE COURTHOUSE WHICH OPENS AND FACES TO THE SOUTH in Palo Pinto County, Texas, Or, if the preceding area(s) is/are no longer the area(s) designated by the Palo Pinto County Commissioner's Court, at the area most recently designated by the Palo Pinto County Commissioner's Court.

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

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

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Angela Cooper, Guy Wiggs, Brenda Wiggs, Donna Stockman, David Stockman, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Jeff Benton, Braden Barnes, Rachel Donnelly, or Jamie E. Silver, any to act, have been appointed as Substitute Trustees and requested to sell the Property to satisfy the indebtedness; and

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

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

1. The maturity of the Note has been accelerated and all sums secured by the Deed of Trust have been declared to be immediately due and payable.
2. Angela Cooper, Guy Wiggs, Brenda Wiggs, Donna Stockman, David Stockman, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Jeff Benton, Braden Barnes, Rachel Donnelly, or Jamie E. Silver, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. This sale shall be subject to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien of the Deed of Trust.
4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's own risk" and "at his peril", and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interests of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.

Substitute Trustee(s): Angela Cooper, Guy Wiggs, Brenda Wiggs, Donna Stockman, David Stockman, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Jeff Benton, Braden Barnes, Rachel Donnelly, or Jamie E. Silver, any to act.

Substitute Trustee Address: 14841 Dallas Parkway, Suite 350, Dallas, TX 75254

Document Prepared by:
Bonial & Associates, P.C.
14841 Dallas Parkway, Suite 350, Dallas, TX 75254
AS ATTORNEY FOR THE HEREIN
IDENTIFIED MORTGAGEE AND/OR
MORTGAGE SERVICER

FILED
11:15 O'Clock AM

APR 10 2025
Janette K. Year
Clerk of the County Court
Palo Pinto County, Texas
By: [Signature] Deputy

Certificate of Posting

I am Donna Stockman whose address is 14841 Dallas Parkway, Suite 350, Dallas, TX 75254. I declare under penalty of perjury that on 4/10/25 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 Court.

By: Donna Stockman

Exhibit "A"

BEING ALL OF LOT 5, BLOCK 4, LAMAR HEIGHTS ADDITION, FIFTH FILING, AN ADDITION TO THE CITY OF MINERAL WELLS, PALO PINTO COUNTY, TEXAS, ACCORDING TO REVISED PLAT OF RECORD IN VOLUME 2, PAGE 125, PLAT RECORDS OF PALO PINTO COUNTY, TEXAS.

Return to: Bonial & Associates, P.C., 14841 Dallas Parkway, Suite 350, Dallas, TX 75254

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 OF FORECLOSURE SALE BY SUBSTITUTE TRUSTEE

Lien Holder: John Sizemore

Debtor/Owner: BSA Enterprises, Inc.

Property: The real property, including all improvements thereon, described as:
Being all of Lot 17 and the South 14 feet of Lot 18, Block 36 in the Town of Gordon, Palo Pinto County, Texas, according to the Plat of record in Volume G, Page 314, Deed Records, Palo Pinto County, Texas and Volume 2, Page 64, Plat Records of Palo Pinto County, Texas

Deed of Trust/Lien: Second Lien Deed of Trust dated May 5, 2016, by and between Debtor/Owner as Grantor; Kitchens Coast to Coast, Inc, Dian M Johns, and Kim H Johns together as Beneficiary; and Phil L Adamas, as Trustee; recorded on May 9, 2016, as Instrument No. 2016-00002129, Real Property Records of Palo Pinto County, Texas (the "Deed of Trust"), which secures payment of that certain Promissory Note of even date by and between Borrower and Beneficiary in the principal amount stated therein (the "Note"). The Note and Deed of Trust were subsequently assigned to Lien Holder by that certain Assignment of Loan Documents dated April 9, 2025, recorded on April 9, 2025, as Instrument No. 2025-00001884, Real Property Records, Palo Pinto County, Texas.

Indebtedness: The entire outstanding principal balance owed under the above-referenced Note and Deed of Trust, plus any additional fees, interest, dues, and attorney's fees incurred.

Substitute Trustee: The attorneys, including Kyle B. Fonville, Rhett Warren, Del Saenz, Michael Noel, and Justus Anderson, of Warren Fonville, PLLC, 1635 Rogers Road, Fort Worth, Texas 76107.

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

Date: Tuesday, May 6, 2025, which is at least 21 days after the date of this notice

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 2:00 p.m.

Place: On the south steps of the Palo Pinto County Courthouse located at 520 Oak St, Palo Pinto, Palo Pinto County, Texas 76484 or, if this is no longer the designated area, in the area most recently designated by the Commissioner's Court pursuant to Section 51.002 of the Texas Property Code.

Type of Sale: The sale is a nonjudicial lien foreclosure sale being conducted pursuant to the Deed of Trust/Lien described herein above.

Terms of Sale: The sale will be conducted as a public auction to the highest bidder for cash, subject to Texas law and the relevant instruments permitting the Lien Holder to have the bid credited to the sales price up to the amount of the unpaid debt secured by its lien against the Property 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. 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.

Senior Lien:

The Second Lien Deed of Trust being foreclosed is subordinate to a Deed of Trust from Borrower to The Comanche National Bank, dated May 5, 2016, recorded May 9, 2016, as Instrument No. 2016-00002128, Real Property Records, Palo Pinto County, Texas, which deed of trust secures a promissory note in the original principal amount of \$150,000.00

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

SIGNED on this the 9th day of April, 2025.

John Sizemore (by Substitute Trustee)



Rhett Warren, Substitute Trustee

FILED
APR 10 36 O'Clock A M

APR 11 2025

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

FILED
At 1:31 O'Clock P.M.

Notice of Foreclosure Sale

April 15, 2025

APR 15 2025
Clerk of the County Court
Palo Pinto County, Texas
By: *[Signature]* Deputy

Deed of Trust:

Dated: May 10, 2019

Grantor: Jerry and Sharon Mazanec

Trustee: Gary Glick

Lender: Frazier Land & Cattle Co., Ltd.

Recorded in: Document No. 2019-00002080 of the real property records of Palo Pinto County, Texas

Legal Description: Unit 2, Tract 4, containing 11.487 acres of land, out of the Noah Dickerson Survey, A-151 in Palo Pinto County, Texas and also being a part of that 641.807 acres described in a deed to Frazier Land & Cattle Company, Ltd. by Instrument No. 2016-00002258, Official Public Records of Palo Pinto County, Texas, more fully described on attached Exhibit "A".

Secures: Real Estate Lien Note in the original principal amount of \$82,707.00, executed by Jerry and Sharon Mazanec ("Borrower") and payable to the order of Lender and all other indebtedness of Borrower to Lender

Assignment: The Note and the liens and security interests of the Deed of Trust were transferred and assigned to Keystone Bank, N.A. ("Beneficiary") by an instrument dated August 26, 2020, recorded in Instrument No. 2020-00005031 of the real property records of Palo Pinto County, Texas.

Substitute Trustee: Barry Tipton or Renata Castro

Substitute Trustee's Address: 1301 South Capital of Texas Highway, Suite A234, Austin, Texas 78746

Mortgage Servicer: Lone Star Land Company

Mortgage Servicer's Address: P.O. Box 4688, Horseshoe Bay, Texas 78657

Foreclosure Sale:

Date: May 6, 2025

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 12:00 p.m. and not later than three hours thereafter.**

Place: Front courthouse door of the Palo Pinto County Courthouse located at 520 Oak Street, Palo Pinto, Texas 76484

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 Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

Mortgage Servicer is representing Lender in connection with the loan evidenced by the Note and secured by the Deed of Trust under a servicing agreement with Lender. The address of Mortgage Servicer is set forth above.

Therefore, notice is 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.

If Lender 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 Deed of Trust and the Texas Property Code.

The Foreclosure 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 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 Deed of Trust. 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 Deed of Trust by Lender. 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 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(a) of the Texas Property Code, Substitute 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 Substitute 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.

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

Exhibit A

TRACT 4 UNIT 2

LEGAL DESCRIPTION

Of an 11.487 acres tract of land out of the Noah Dickerson Survey, Abstract No. 151, Palo Pinto County, Texas; being part of a certain 641.807 acres tract described in Volume 2145, Page 62 of the Official Public Records of Palo Pinto County, Texas; being known as Tract 4, Unit 2, Twin Mountain Ranch (unrecorded subdivision); and being further described by metes and bounds as follows:

Beginning at a set 1/2" iron rod with cap (PRICE SURVEYING) in the north right of way line of Interstate Highway 20 and in the south line of said 641.807 acres tract and at the southwest corner of a certain 11.169 acres tract (Tract 5, Unit 2) for the southeast and beginning corner of this tract. Whence a found 1/2" iron rod at the most southerly southeast corner of said 641.807 acres tract bears N. 70 deg. 42 min. 59 sec. E. 307.67 feet and a set 1/2" iron rod (PRICE SURVEYING) at the most easterly northeast corner of the Ruidosa Irrigation Co. Survey No. 1, Abstract No. 1195 bears N. 70 deg. 42 min. 59 sec. E. 307.67 feet and N. 00 deg. 01 min. 52 sec. E. 5047.84 feet.

Thence S. 70 deg. 42 min. 59 sec. W. at 325.58 feet pass a found concrete monument and in all 444.66 feet along the north right of way line of said Interstate Highway 20 and the south line of said 641.807 acres tract to a set 1/2" iron rod (PRICE SURVEYING) at the southeast corner of a certain 12.385 acres tract (Tract 3, Unit 2) for the southwest corner of this tract.

Thence N. 16 deg. 16 min. 21 sec. W. 1345.34 feet to a set 1/2" iron rod (PRICE SURVEYING) at the northeast corner of said Tract 3, Unit 2 for the northwest corner of this tract.

Thence N. 54 deg. 52 min. 27 sec. E. 416.89 feet to a found 3/4" iron rod at the most westerly northwest corner of a certain 48.95 acres tract described in Volume 666, Page 486 of the Deed Records of Palo Pinto County and at an ell corner of said 641.807 acres tract for the northeast corner of this tract.

Thence S. 00 deg. 55 min. 04 sec. E. 410.72 feet to a found 3/4" iron rod at the southwest corner of said 48.95 acres tract and at an ell corner of said 641.807 acres tract and at the northwest corner of said Tract 5, Unit 2 for a corner of this tract.

Thence S. 24 deg. 45 min. 36 sec. E. 1072.38 feet to the place of beginning.

(Bearing Basis: Geodetic North)

SURVEYED ON THE GROUND: SEPTEMBER 7, 2016



MICHAEL PRICE, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5492
PRICE SURVEYING, LP, FIRM #10034200, 213 S OAK AVE, MINERAL WELLS, TX 76067
940-325-4841 JN16508 16093.crd 16508S.dwg FN170337



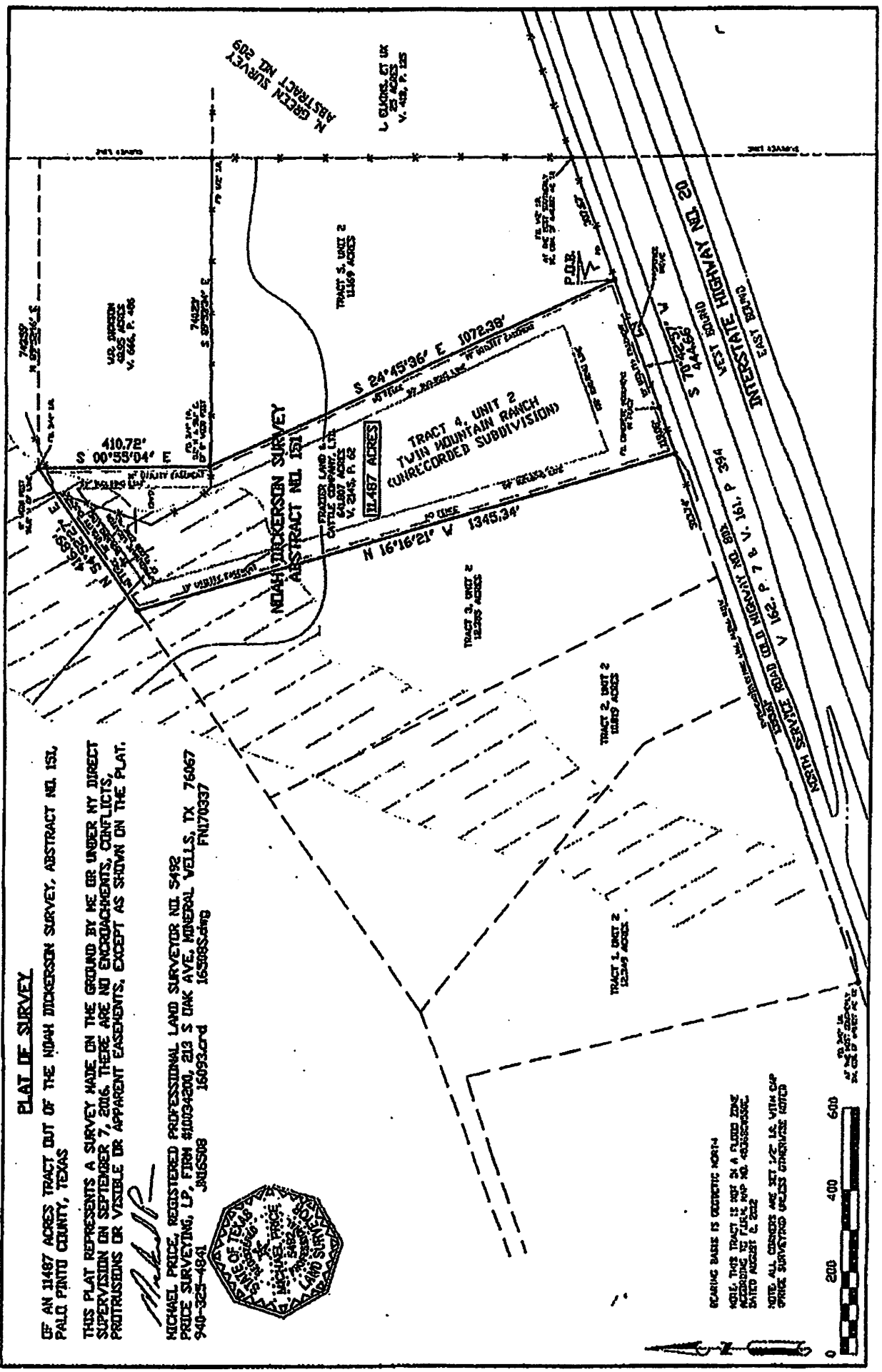
Exhibit "A" Frazier & Mazanec

PLAT OF SURVEY

OF AN 11487 ACRES TRACT OUT OF THE NIDAH DICKERSON SURVEY, ABSTRACT NO. 151, PALO PINTO COUNTY, TEXAS

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION ON SEPTEMBER 7, 2016. THERE ARE NO ENCROACHMENTS, CONFLICTS, PROTRUSIONS OR VISIBLE OR APPARENT EASEMENTS, EXCEPT AS SHOWN ON THE PLAT.

Michael Price
MICHAEL PRICE, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5492
PRICE SURVEYING, LP, FIRM #10034200, 213 S OAK AVE, MINERAL WELLS, TX 76067
940-325-1841 JMS08 16093.crd 16308S.dwg FNI70337



BEARING BASIS IS GEODETIC NORTH
NOTE: THIS TRACT IS NOT IN A FLOOD ZONE ACCORDING TO FIRM #16093 AND NO. 48588506C DATED AUGUST 12, 2016
NOTE: ALL CORNERS ARE SET 1/2\"/>

