

**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: February 23, 2023

Grantor(s): **Bryan Harveston**

Original Mortgagee: Arcady Place Capital, LLC

Original Principal: \$357,000.00

Recording Information: Book 2486, Page 409

Property County: **Palo Pinto**

Property: LOT NUMBER NINETY-SIX (96), CLIFFS PHASE I SUBDIVISION, AS SHOWN BY THE MAP AND/OR PLAT THEREOF RECORDED IN VOLUME 7, PAGE 22, PLAT RECORDS OF **PALO PINTO COUNTY, TEXAS.**

Property Address: 540 Colonial Drive  
Graford, TX 76449

**FILED**

At 11:44 O'Clock A M.

**JUL 24 2025**

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

**MORTGAGE SERVICING INFORMATION:**

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

Current Mortgagee: **Arcady Place Capital, LLC**  
Mortgage Servicer: **Arcady Place Capital, LLC**  
Mortgage Servicer Address: **c/o Brian W. Mason**  
**4900 Airport Parkway #2149**  
**Addison, TX 75001**

**SALE INFORMATION:**

Date of Sale: **September 2, 2025**

Time of Sale: **1:00 PM or within three hours thereafter.**

Place of Sale: **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.**

Substitute Trustee: **Angela Cooper, Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Michelle Schwartz, Janet Pinder, Brandy Bacon, Jeff Benton or Jamie Dworsky, Padgett Law Group, Michael J. Burns, Jonathan Smith, Gabrielle A. Davis, or Paige Jones, any to act**

Substitute Trustee Address: **546 Silicon Dr., Suite 103**

**Southlake, TX 76092**  
**TXAttorney@PadgettLawGroup.com**

## APPOINTMENT OF SUBSTITUTE TRUSTEE:

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

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

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

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

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

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

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

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



Michael J. Burns / Jonathan Smith/ Gabrielle A. Davis/ Paige Jones

**CERTIFICATE OF POSTING**

My name is Donna Stockman, and my address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on 7/24/25, I filed at the office of the Palo Pinto County Clerk to be posted at the Palo Pinto County courthouse this notice of sale.

Donna Stockman

Declarant's Name: Donna Stockman

Date: 7/24/25

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

FILED  
At 2:21 O'Clock P.M.

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

AUG - 5 2025  
*Janette K Green*  
Clerk of the County Court  
Palo Pinto County, Texas  
By *Elena Yancey* 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: **September 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. 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 5 day of August, 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 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
ABAYA EMMANUEL LANZEMA	311	CLIFFS PHASE II	2411	438
LUKE A OKOLO & LAURETA ENAIHO OKOLO	73	CLIFFS PHASE II	2424	149



AUG - 8 2025

Janette K. Dree  
Clerk of the County Court  
Palo Pinto County, Texas  
By: [Signature] Deputy

**NOTICE PURSUANT TO §51.02, TEXAS PROPERTY CODE:**

**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.**

**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 Acceleration and Foreclosure Sale**

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

Lot 3, Block 10, of the original Town of Gordon, Palo Pinto County, Texas according to plat recorded in Volume 2, Page 64, Plat Records of Palo Pinto County, Texas.

2. *Instrument to be Foreclosed is an Instrument recorded in Palo Pinto County, Doc #2018-00003843.* The instrument to be foreclosed is the Warranty Deed With Vendor's Lien recorded as an instrument recorded in the public deed records, Palo Pinto County, Texas.

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

Date: September 2, 2025

Time: The sale will be held between the hours of 10:00 A.M. and 4:00 P.M. local time. The earliest time at which the sale will begin is 10:00 A.M. and not later than three (3) hours thereafter.

Place: At the Palo Pinto Courthouse located at 520 Oak St., Palo Pinto, Texas 76484, 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 Commissioners of Palo Pinto County, Texas).

The Warranty Deed With Vendor's Lien is a contract lien allowing for the sale of the property. The Property Code permits the beneficiary to postpone, withdraw, or reschedule the sale  
Notice of Acceleration and Foreclosure Sale

for another day. In that case, the trustee or substitute trustee under the Warranty Deed With Vendor's Lien 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.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Warranty Deed With Vendor's Lien permitting the beneficiary thereunder to have the bid credited to the Real Estate Lien Note up to the amount of the unpaid debt secured by the Warranty Deed With Vendor's Lien at the time of sale. The sale will be conducted by the undersigned.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The sale will be made expressly subject to any title matters set forth in the Warranty Deed With Vendor's Lien, 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 Warranty Deed With Vendor's Lien. The sale shall not cover any part of the property that has been released of public record from the lien of the Warranty Deed With Vendor's Lien. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any. The Property will be sold "As Is".

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 Warranty Deed With Vendor's Lien. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

5. *Type of Sale.* The sale is a nonjudicial deed-of-trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Warranty Deed With Vendor's Lien.

The real property and personal property encumbered by the Warranty Deed With Vendor's Lien will be sold at the sale in accordance with the provisions of the Warranty Deed With Vendor's Lien and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

6. *Obligations Secured.* The Warranty Deed With Vendor's Lien provides that it secures the payment of a note in the principal sum of Seventy-Five Thousand Dollars and 00/100 (\$75,000.00).  
Notice of Acceleration and Foreclosure Sale

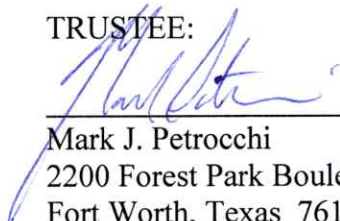


Notwithstanding anything in this document to be contrary, should any party in receipt of this document be a debtor in a bankruptcy proceeding or have received a discharge proceeding subject to the provisions of the United States Bankruptcy Code (Title II USC, the "Code") this document is merely intended to be written notice that a formal demand has been made in compliance with a contractual agreement and/or state law. This letter is not intended as an act to collect, assess or recover a claim against such debtor, nor is it intended to violate any provisions of the Code. Any and all claims asserted against such debtor will be properly asserted in compliance with the Code in the respective bankruptcy proceeding of the debtor.

7. *Default and Request to Act.* Default has occurred under the Warranty Deed With Vendor's Lien, notice is given the related obligation has been accelerated, and the beneficiary has requested me, as 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: August 7, 2025.

TRUSTEE:



Mark J. Petrocchi  
2200 Forest Park Boulevard  
Fort Worth, Texas 76110  
Telephone (817) 926-2500  
Telecopier (817) 926-2505

FILED  
At 10:51 O'Clock A.M.

NOTICE OF TRUSTEE'S SALE

THE STATE OF TEXAS

\*

COUNTY OF PALO PINTO

\*

AUG 11 2025

*Carolee K. Green*  
Clerk of the County Court  
Palo Pinto County, Texas  
By *Elena Jones* Deputy

WHEREAS, On the 14th of April 2023, Jeffrey A Kincheloe and wife Caralin Rita Kincheloe executed a Deed of Trust conveying to Codie Hedge as Trustee, the real estate herein described, to secure GRAHAM SAVINGS AND LOAN, SSB (formerly GRAHAM SAVINGS AND LOAN, FA), in the payment of a debt therein described, said deed of trust being recorded in Vol.5 Page 15, in the Plat Records of Palo Pinto County, Texas; and

WHEREAS, Default has occurred in the payment of said indebtedness and the same is now wholly due, and the owner and holder of said debt has requested the undersigned to sell said property to satisfy said indebtedness:

NOW, THEREFORE, Notice Is Hereby Given That on Tuesday, the 2nd day of September 2025 between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m., I will sell, for cash, the Property at the South Entrance of the Palo Pinto County Courthouse, Palo Pinto, Texas, to the highest bidder for cash. Said sale will begin at the earliest at 10:00 o'clock a.m. and will take place not later than 4 hours after that time.

Said real estate is described as follows: In the County of Palo Pinto, State of Texas.

4650 Chapel Rd Graham Tx 76450 : Legal Description in Exhibit A

WITNESS my hand this 11th day of August 2025.

*Codie Hedge*  
\_\_\_\_\_  
Codie Hedge, Trustee

The within Notice was caused by me to be posted on the above date at the following place in Palo Pinto County, Texas:

Original at the Court House Door and Court House posting board  
in Palo Pinto County, TX at  
\_\_\_\_\_ O'clock AM PM

*Codie Hedge*  
\_\_\_\_\_  
Codie Hedge, Trustee

## Exhibit A

### TRACT ONE:

BEING the SURFACE ESTATE ONLY of a 1.211 acres tract of land, more or less, being part of Lot 15, Fox Hollow Farms Subdivision in Palo Pinto County, Texas; according to the plat thereof, recorded in Volume 5, Page 15 of the Plat Records of Palo Pinto County, Texas; and being the same tract described in Volume 1187, Page 83 of the Official Public Records of Palo Pinto County, Texas; and being further described by metes and bounds as follows:

BEGINNING at a found 5/8" iron rod at the northeast corner of said Lot 15 and in the south right of way line of Chapel Road (paved) (Fox Hollow Trail per subdivision plat) for the northeast and beginning corner of this tract;

THENCE S 01° 21' 34" W 487.65 feet to a found 1/2" iron rod in the east line of said Lot 15 for the southeast corner of this tract;

THENCEN. 88° 46' 14" W 104.62 feet to a found 1/2" iron rod at the southeast corner of a certain 1.292 acres tract described in Volume 1189, Page 675 of said Official Public Records for the southwest corner of this tract;

THENCE N. 01° 22' 03" E 521.37 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) at the northeast corner of said 1.292 acres tract and in the south right of way line of said Chapel Road for the northwest corner of this tract;

THENCE S. 70° 52' 47" E 109.78 feet along the south right of way line of said Chapel Road to the place of beginning.

### TRACT TWO:

BEING SURFACE ESTATE ONLY of a 1.292 acres tract of land, more or less, being part of Lot 15, Fox Hollow Farms Subdivision in Palo Pinto County, Texas; according to the plat thereof recorded in Volume 5, Page 15 of the Plat Records of Palo Pinto County, Texas; and being the same tract described in Volume 1189, Page 675 of the Official Public Records of Palo Pinto County, Texas, and being further described by metes and bounds as follows:

BEGINNING at a found 5/8" iron rod at the northwest corner of said Lot 15 and in the south right of way line of Chapel Road (paved) (Fox Hollow Trail per subdivision plat) for the northwest and beginning corner of this tract;

THENCE S 70° 52' 47" E 109.78 feet along the south right of way line of said Chapel Road to a set 1/2" iron rod with cap (PRICE SURVEYING) in the north line of said Lot 15 and at the northwest corner of a certain 1.211 acres tract described in Volume 1187, Page 83 of said Official Public Records for the northeast corner of this tract;

THENCE S 01° 22' 03" W 521.37 feet to a found 1/2" iron rod at the southwest corner of said 1.211 acres tract for the southeast corner of this tract;

THENCE N 88° 46' 14" W 104.62 feet to a found 1/2" iron rod in the west line of said Lot 15 for the southwest corner of this tract;

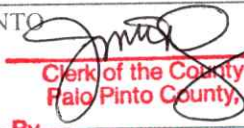
THENCE N 01° 22' 28" E 555.10 feet along the west line of said Lot 15 to the place of beginning.



25-312601

## Notice of Substitute Trustee's Sale

Notice Concerning Military Duty: 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. Tex. Prop. Code § 51.002(i)

Deed of Trust Date: December 29, 2009	Original Mortgagor/Grantor: ODIES MELVIN CURRY AND DONNA JO CURRY
Original Beneficiary / Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR ALLY BANK CORP., FKA GMAC BANK., ITS SUCCESSORS AND ASSIGNS	Current Beneficiary / Mortgagee: SELENE FINANCE, LP <b>FILED</b> At <u>3:50</u> O'Clock <u>8</u> M. <b>AUG 11 2025</b>
Recorded in: Volume: 1675 Page: 36 Instrument No: 2010-00000142	Property County: PALO PINTO  Clerk of the County Court Palo Pinto County, Texas By <u>Deputy</u>
Mortgage Servicer: SELENE FINANCE LP	Mortgage Servicer's Address: 3501 OLYMPUS BLVD., SUITE 500 DALLAS, TEXAS 75019

\* 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.

**Secures:** Note in the original principal amount of \$171,713.00, executed by DONNA CURRY AND ODIES CURRY and payable to the order of Lender.

**Property Address/Mailing Address:** 1616 S MINGUS BLVD, MINGUS, TX 76463

**Legal Description of Property to be Sold:** THE LAND REFERRED TO IN THIS POLICY IS SITUATED IN THE STATE OF TEXAS, COUNTY OF PALO PINTO, CITY OF MINGUS, AND DESCRIBED AS FOLLOWS: BEING A CALLED 0.489 ACRE TRACT, MORE OR LESS, OF LAND OUT OF LOT 1, BLOCK 1, SOUTH MINGUS ACRES, AN ADDITION TO THE CITY OF MINGUS, PALO PINTO COUNTY, TEXAS; ACCORDING TO PLAT RECORDED IN VOLUME 7, PAGE 100 PLAT RECORDS OF PALO PINTO COUNTY, TEXAS; AND BEING PART OF 26.471 ACRES TRACT OF LAND DESCRIBED IN VOLUME 897, PAGE 703 OF THE OFFICIAL PUBLIC RECORDS OF PALO PINTO COUNTY, TEXAS; AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A FOUND 1/2" IRON ROD IN THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY NO. 108 (SOUTH MINGUS BOULEVARD) AND AT THE NORTHEAST CORNER OF SAID LOT 1, FOR THE NORTHEAST AND BEGINNING CORNER OF THIS TRACT; THENCE S. 03 DEG. 18 MIN, 28 SEC. E 125.37 FEET ALONG THE WEST LINE OF SAID HIGHWAY TO A FOUND 1/2" IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 1 FOR THE SOUTHEAST CORNER OF THIS TRACT; THENCE S. 89 DEG. 01 MIN. 37 SEC. W. 174.10 FEET ALONG THE SOUTH LINE OF SAID LOT 1 TO A POINT FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE N. 00 DEG. 13 MIN. 40 SEC. E. 125.18 FEET TO A SET 3/8 INCH IRON ROD IN THE NORTH LINE OF SAID LOT 1 FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE N. 88 DEG. 59 MIN. 08 SEC. E. 166.37 FEET TO THE PLACE OF BEGINNING.

**Date of Sale:** September 02, 2025

**Earliest time Sale will begin:** 1:00 PM



**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 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

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.

**Appointment of Substitute Trustee:** Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust, the same is now wholly due. Because of that default, *SELENE FINANCE, LP*, the owner and holder of the Note, has requested Angela Cooper, Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Michelle Schwartz, Janet Pinder, Brandy Bacon, Jeff Benton or Jamie Dworsky whose address is 14800 LANDMARK BLVD., SUITE 850, DALLAS, TX 75254, to sell the property. The Trustee(s) has/have been appointed Substitute Trustee in the place of the original trustee, in the manner authorized by the deed of trust.

**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 *SELENE FINANCE, LP* bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

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, Angela Cooper, Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Michelle Schwartz, Janet Pinder, Brandy Bacon, Jeff Benton or Jamie Dworsky whose address is 14800 LANDMARK BLVD., SUITE 850, DALLAS, TX 75254, 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 Angela Cooper, Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Michelle Schwartz, Janet Pinder, Brandy Bacon, Jeff Benton or Jamie Dworsky whose address is 14800 LANDMARK BLVD., SUITE 850, DALLAS, TX 75254, Trustee.

**Limitation of Damages:** 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 Mortgagor, the Mortgagee, or the Mortgagee's attorney.



SUBSTITUTE TRUSTEE

Angela Cooper, Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Michelle Schwartz, Janet Pinder, Brandy Bacon, Jeff Benton or Jamie Dworsky, Trustee

c/o Robertson, Anschutz, Schneid, Crane & Partners, PLLC,  
13010 Morris Rd, Suite 450, Alpharetta, Georgia 30004  
PH: (470)321-7112