

Vylla Solutions, LLC  
P.O. Box 3309  
Anaheim, California 92803  
For Sale Information: (888) 313-1969  
For Reinstatement Requests: 1-866-874-5860  
Pay Off Requests: 1-800-561-4567  
TS#: 23-28320

FILED FOR RECORD  
2025 MAY 15 PM 12:09  
KELLEY PRICE  
COUNTY CLERK  
WOOD COUNTY, TEXAS

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

**WHEREAS**, on 7/30/2008, Russell Voyles and wife, Stephanie Voyles, as Grantor/Borrower, executed and delivered that certain Deed of Trust, in favor of Scott L. Luna, as Trustee, Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for SFMC, LP. - DBA Solutions Funding Mortgage Company, as Beneficiary which deed of trust secures the payment of that certain promissory note of even date therewith in the original amount of \$85,204.00, payable to the order of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for SFMC, LP. - DBA Solutions Funding Mortgage Company, which Deed of Trust is Recorded on 8/1/2008 as Volume 00093285, Book 02340, Page 00186, Loan Modification recorded on 1/13/2020 as Instrument No. 2020-00000252 in **Wood County**, Texas, Deed of Trust covers all of the real property, personal property, and fixtures described therein, including , but not limited to, all the following described property, rights and interests (the "Property"), to-wit;

**That certain lot, tract or parcel of land within the City of Mineola, Wood County, Texas, and being part of Lot 6, Block 38, City of Mineola as shown of record in Volume 7 on Page 47 of the Plat Records and being described as the West 72 feet of Lot 6 in Deed from Donald R. Massey to John Lemmon, dated September 11, 2007 and recorded in Volume 2266 on Page 54 of the Real Property Records of Wood County, Texas, and this 0.149 acre tract being more fully described as follows:**

**Beginning at a 1/2" Iron Rod set for the Southwest corner of Lot 6, the Southwest corner of Block 38 and being at the intersection of the North line of Buchanan Street (80' wide right-of-way) and the East line of Hogg Street (50' wide right-of-way);**

**Thence North 13 deg. 54 min. 58 sec. East, a distance of 90.00 feet, with the West line of Block 38 and the East line of Hogg Street, to a 1/2" Iron Rod set for the Northwest corner of Lot 6 and the Southwest corner of Lot 5;**

**Thence South 76 deg. 05 min. 02 sec. East, a distance of 72.00 feet, with the North line of Lot 6 and the South line of Lot 5, to a 1/2" Iron Rod set for corner;**

**Thence South 13 deg. 54 min. 58 sec. West, a distance of 90.00 feet, across Lot 6, to a 1/2" Iron Rod set in the South line of same and in the North line of Buchanan Street;**

**Thence North 76 deg. 05 min. 02 sec. West, a distance of 72.00 feet, with the South line of Lot 6 and the North line of Buchanan Street, to the Point of Beginning and containing 0.149 of an acre of land, more or less.**

Commonly known as: **222 W BUCHANAN ST MINEOLA, TX 75773**

**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 **Harriett Fletcher, Sheryl LaMont, Christine Wheelless, Phillip Hawkins, Kevin Key, Jay Jacobs, Brian Hooper, Mike Jansta, or Mike Hayward, Dustin George** 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 Carrington Mortgage Services, LLC whose address is 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806 is acting as the mortgage servicer for **JP MORGAN**



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**CHASE BANK, NATIONAL ASSOCIATION**, which is the mortgagee of the Note and Deed of Trust or mortgage and 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. Carrington Mortgage Services, LLC is authorized to represent the mortgagee by virtue of a written servicing agreement with the mortgagee. Pursuant to that agreement and Texas Property Code Section 51.0025, Carrington Mortgage Services, LLC is authorized to administer the foreclosure referenced herein.

**NOW, THEREFORE, NOTICE IS HEREBY GIVEN**, that on **8/5/2025 at 1:00 PM**, or no later than three (3) hours after such time, in **Wood** County, Texas, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place 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: **THE EAST DOOR OF THE WOOD COUNTY COURTHOUSE(ALSO REFERRED TO AS THE FRONT DOOR) OR AS DESIGNATED BY THE COUNTY COMMISSIONERS**

**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, conveyance of the Property shall be made without any representations or warranties whatsoever, express or implied.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

**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.**

WITNESS, my hand this 5/14/2025

WITNESS, my hand this May 15, 2025.

*Grecia Moreno*

By: Grecia Moreno, Trustee Sale Specialist  
Vylla Solutions, LLC as  
authorized agent for Mortgagee or Mortgage  
Servicer  
1600 South Douglass Road, Suite 140  
Anaheim, CA 92806

*Sheryl LaMont*

By: Substitute Trustee(s)  
Harriett Fletcher, Sheryl LaMont, Christine  
Wheless, Phillip Hawkins, Kevin Key, Jay Jacobs,  
Brian Hooper, Mike Jansta, or Mike Hayward  
C/O Vylla Solutions, LLC  
1600 South Douglass Road, Suite 140  
Anaheim, CA 92806



**NOTICE OF SUBSTITUTE TRUSTEE SALE**

<b>Deed of Trust Date:</b> 4/27/2001	<b>Grantor(s)/Mortgagor(s):</b> ROBERT J MILLER, MARRIED PERSON AND SHIRLEY MILLER, A MARRIED PERSON
<b>Original Beneficiary/Mortgagee:</b> CENDANT MORTGAGE CORPORATION	<b>Current Beneficiary/Mortgagee:</b> Nationstar Mortgage LLC
<b>Recorded in:</b> <b>Volume:</b> N/A <b>Page:</b> N/A <b>Instrument No:</b> 0068048	<b>Property County:</b> WOOD
<b>Mortgage Servicer:</b> Nationstar Mortgage LLC is representing the Current Beneficiary/Mortgagee under a servicing agreement with the Current Beneficiary/Mortgagee.	<b>Mortgage Servicer's Address:</b> 8950 Cypress Waters Boulevard Coppell, TX 75010
<b>Date of Sale:</b> 8/5/2025	<b>Earliest Time Sale Will Begin:</b> 1pm
<b>Place of Sale of Property:</b> Wood County Courthouse, 100 Main Street, Quitman, TX 75783 OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE.	

**FILED**

JUN - 5 2025

KELLEY PRICE  
COUNTY CLERK WOOD CO., TX

**Legal Description:** LOT 5, PINE CREST LANDING, A SUBDIVISION OF WOOD COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9, PAGE 208 OF THE PLAT RECORDS OF WOOD COUNTY, TEXAS.

In accordance with TEX. PROP. CODE §51.0076 and the Deed of Trust referenced above, the undersigned as attorney for Mortgagee or Mortgage Servicer does hereby remove the original Trustee and all successor substitute trustees and appoints in their stead, Ramiro Cuevas, Patrick Zwiers, Darla Boettcher, Lisa Bruno, Angie Uelton, Conrad Wallace, Tonya Washington, Tionna Hadnot, Misty McMillan, Shawn Schiller, Jackie Perkins, Auction.com LLC, Harriett Fletcher, Sheryl LaMont, Christine Wheelless, Phillip Hawkins, Kevin Key or Jay Jacobs, Cole Patton, Myra Homayoun, Thuy Frazier, McCarthy & Holthus, LLP, as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original Trustee under there said Deed of Trust; and, further, does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein

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

The Property will be sold "AS IS," without any express or implied warranties, except as to warranties of title, and at the purchaser's own risk, pursuant to the terms of TEX. PROP. CODE §51.002 and §51.009. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

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

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

**NOTICE PURSUANT TO TEX. PROP. CODE § 51.002(1): ASSERT AND PROTECT YOUR RIGHTS AS MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU OR YOUR SPOUSE ARE SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

Dated: 6/3/2025



Thuy Frazier, Attorney  
McCarthy & Holthus, LLP  
1255 West 15th Street, Suite 1060  
Plano, TX 75075  
Attorneys for Nationstar Mortgage LLC

Dated: June 5, 2025

Sheryl LaMont  
Printed Name:



Substitute Trustee  
c/o Auction.com  
1255 West 15th Street, Suite 1060  
Plano, TX 75075

**MH File Number:** TX-25-110109-POS  
**Loan Type:** Conventional Residential



Vylla Solutions, LLC  
P.O. Box 3309  
Anaheim, California 92803  
For Sale Information: (888) 313-1969  
For Reinstatement Requests: 1-866-874-5860  
Pay Off Requests: 1-800-561-4567  
TS#: 25-33772

FILED FOR RECORD  
2025 JUN 12 PM01:46  
KELLEY PRICE  
COUNTY CLERK  
WOOD COUNTY, TEXAS

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

**WHEREAS**, on 6/7/2010, Matthew Ybarra and Jennifer Ybarra, husband and wife , as Grantor/Borrower, executed and delivered that certain Deed of Trust, in favor of Ruth W. Garner, as Trustee, Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for State Bank of Paw Paw, its successors and assigns, as Beneficiary which deed of trust secures the payment of that certain promissory note of even date therewith in the original amount of \$132,124.00, payable to the order of State Bank of Paw Paw, which Deed of Trust is Recorded on 6/8/2010 as Volume 2010-00007575, Book , Page , in **Wood County, Texas**, Deed of Trust covers all of the real property, personal property, and fixtures described therein, including , but not limited to, all the following described property, rights and interests (the "Property"), to-wit;

**LOT 181, PART 111, SECTION V, HOLLY LAKE RANCH, A SUBDIVISION OF WOOD COUNTY, TEXAS  
ACCORDING TO PLAT OF SUBDIVISION FILED IN VOLUME 5, PAGE 30 OF THE PLAT RECORDS OF  
WOOD COUNTY, TEXAS**

Commonly known as: **284 PLEASANT HILL LANE HOLLY LAKE RANCH, TX 75765**

**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 **Harriett Fletcher, Sharon St. Pierre, Sheryl LaMont, Auction.com, LLC, Dustin George** 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 Carrington Mortgage Services, LLC whose address is 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806 is acting as the mortgage servicer for **Carrington Mortgage Services, LLC**, which is the mortgagee of the Note and Deed of Trust or mortgage and 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. Carrington Mortgage Services, LLC is authorized to represent the mortgagee by virtue of a written servicing agreement with the mortgagee. Pursuant to that agreement and Texas Property Code Section 51.0025, Carrington Mortgage Services, LLC is authorized to administer the foreclosure referenced herein.

**NOW, THEREFORE, NOTICE IS HEREBY GIVEN**, that on **8/5/2025 at 1:00 PM**, or no later than three (3) hours after such time, in **Wood County, Texas**, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place 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: **At the east (front) door of the Wood County Courthouse, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court**

**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, conveyance of the Property shall be made without any representations or warranties whatsoever, express or implied.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.



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If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

**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.**

WITNESS, my hand this 6/10/2025

WITNESS, my hand this June 12, 2025.

*Kavonnah Dobson*

By: Kavonnah Dobson, Sr. Trustee Sale Specialist  
Vylla Solutions, LLC as  
authorized agent for Mortgagee or Mortgage  
Servicer  
1600 South Douglass Road, Suite 140  
Anaheim, CA 92806

*Sheryl LaMont*

By: Substitute Trustee(s)  
Harriett Fletcher, Sharon St. Pierre, Sheryl LaMont  
C/O Vylla Solutions, LLC  
1600 South Douglass Road, Suite 140  
Anaheim, CA 92806



FILED

JUN 16 2025

*D.45 am*  
KELLEY PRICE

COUNTY CLERK WOOD CO., TX

RECORDING REQUESTED BY  
Law Offices of Jason C. Tatman  
And When Recorded Mail To  
SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
C/O Compu-Link, HUD Division  
14002 East 21<sup>st</sup> St., Suite 300  
Tulsa, OK 74134

APN R66204

TS No. LO-53221-TX

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**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
NOTICE OF DEFAULT AND FORECLOSURE SALE**

Recorded in accordance with 12 USCA 3764 (c)

WHEREAS, on 3/24/2003, a certain Deed of Trust was executed by Joe F. Janes and Lakeetah J. Janes as trustor in favor of Hibernia National Bank as beneficiary, and Tommy Bastian as trustee, and was recorded on 4/4/2003, as Instrument No. 00098984, in Book 01909, Page 00571, in the Office of the County Recorder of Wood County, Texas; and

WHEREAS, the Deed of Trust was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; and

WHEREAS, the beneficial interest in the Deed of Trust is now owned by the Secretary, pursuant to an Assignment of Deed of Trust dated 1/8/2011, recorded on 1/18/2011, as instrument number 2011-00000639, book XX, page XX, in the Office of the County Recorder, Wood County, Texas; and

WHEREAS, a default has been made in the covenants and conditions of the Deed of Trust in that the payment due on 7/21/2024, was not made due to a borrower dies and the property is not the principal residence of at least one surviving borrower and remains wholly unpaid as of the date of this notice, and no payment has been made sufficient to restore the loan to currency; and

WHEREAS, the entire amount delinquent as of 7/21/2024 is \$125,684.99; and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Deed of Trust to be immediately due and payable;

NOW THEREFORE, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of Law Offices of Jason C. Tatman as Foreclosure Commissioner (see attached), notice is hereby given that on **8/5/2025 between 10:00AM-1:00pm** local time, all real and personal property at or used in connection with the following described property will be sold at public auction to the highest bidder:

**Legal Description:**

ALL THAT CERTAIN TRACT LOT OR PARCEL OF LAND, A PART OF THE L. JOHNSON SURVEY A-331, WOOD COUNTY, TEXAS, AND ALSO BEING ALL OF THAT CERTAIN CALLED 1.00 ACRE TRACT OF LAND THAT IS DESCRIBED IN A DEED DATED OCTOBER 20, 1992 FROM JOE F. JANES, ET UX, LAKEETAH J., TO GREGORY JOE JANES, ET UX, DORA DIANE, THAT IS RECORDED IN VOLUME 1306 PAGE 157 (TRACT TWO) OF THE REAL PROPERTY RECORDS OF WOOD COUNTY, TEXAS, MORE COMPLETELY DESCRIBED IN ATTACHED EXHIBIT "A".

**Commonly known as: 287 County Road 2385, Alba, TX 75410**

The sale will be held at the east (front) door of the Wood County Courthouse, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court. The Secretary of Housing and Urban Development will bid an estimate of \$140,081.22.

There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his prorata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making their bids, all bidders except the Secretary must submit a deposit totaling \$14,008.12 [10% of the Secretary's bid] in the form of a certified check or cashier's check made out to the Secretary of HUD. Each oral bid need not be accompanied by a deposit. If the successful bid is oral, a deposit of \$14,008.12 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the high bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveyancing fees, all real estate and other taxes that are due on or after the delivery of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them.

The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a fee of \$500.00, paid in advance. The extension fee shall be in the form of a certified or cashier's check made payable to the Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due.

If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the foreclosure commissioner after consultation with the HUD Field Office representative, will be liable to HUD for any costs incurred as a result of such failure. The commissioner may, at the direction of the

HUD field office Representative, offer the Property to the second highest bidder for an amount equal to the highest price offered by that bidder.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant the Act. Therefore, the Foreclosure commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant.

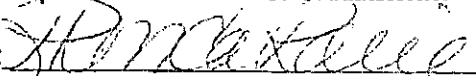
The amount that must be paid if the Mortgage is to be reinstated prior to the scheduled sale is \$140,081.22, as of 3/4/2025, plus all other amounts that would be due under the mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien record searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement.

Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below.

Date: 6/5/2025

Law Offices of Jason C. Tatman  
U.S. Dept. of HUD Foreclosure Commissioner

BY:

  
Rhonda Rorie, AVP

[rr@tatmanlegal.com](mailto:rr@tatmanlegal.com)

9665 Chesapeake Dr., Ste. 365, San Diego, CA  
92123

(844) 252-6972 Fax (858) 348-4976

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

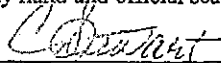
State of California  
County of San Diego

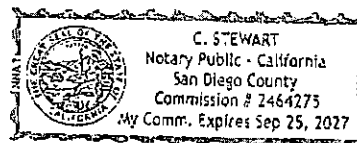
On 6/5/2025 before me, C. Stewart, a Notary Public, personally appeared Rhonda Rorie who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature







**EXHIBIT "A"**

**Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WOOD, STATE OF TX, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN TRACT LOT OR PARCEL OF LAND, A PART OF THE L. JOHNSON SURVEY A-331, WOOD COUNTY, TEXAS, AND ALSO BEING ALL OF THAT CERTAIN CALLED 1.00 ACRE TRACT OF LAND THAT IS DESCRIBED IN A DEED DATED OCTOBER 20, 1992 FROM JOE F. JANES, ET UX, LAKEETAH J., TO GREGORY JOE JANES, ET UX, DORA DIANE, THAT IS RECORDED IN VOLUME 1306 PAGE 157 (TRACT TWO) OF THE REAL PROPERTY RECORDS OF WOOD COUNTY, TEXAS, AND BEING MORE COMPLETELY DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT A RAILROAD SPIKE SET FOR CORNER IN THE CENTERLINE OF COUNTY ROAD # 2385 AND AT THE N.E.C. OF SAID TRACT;

THENCE SOUTH 00 DEGREES 18 MINUTES 33 SECONDS WEST, ALONG SAID CENTERLINE AND THE E.B.L. OF SAID TRACT, FOR A DISTANCE OF 149.00 FEET TO A RAILROAD SPIKE SET FOR CORNER AT THE S.E.C. OF SAID TRACT AND THE N.E.C. OF THE JOE F. JANES CALLED 1.00 ACRES (VOL. 1560 PG. 753);

THENCE NORTH 89 DEGREES 47 MINUTES 53 SECONDS WEST, ALONG THE S.B.L. OF SAID TRACT AND THE N.B.L. OF SAID CALLED 1.00 ACRES FOR A DISTANCE OF 292.70 FEET TO A ½ INCH IRON ROD SET FOR CORNER AT THE S.W.C. OF SAID TRACT AND THE N.W.C. OF SAID CALLED 1.00 ACRES (VOL. 1560 PG. 753);

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE W.B.L. OF SAID TRACT, FOR A DISTANCE OF 148.23 FEET TO A ½ INCH IRON ROD FOUND FOR CORNER AT THE N.W.C. OF SAID TRACT;

THENCE SOUTH 89 DEGREES 56 MINUTES 55 SECONDS EAST, ALONG THE N.B.L. OF SAID TRACT, AT 288.30 FEET PASS A ½ INCH IRON ROD FOUND FOR REFERENCE AND CONTINUE FOR A TOTAL DISTANCE OF 293.50 FEET TO THE PLACE OF BEGINNING CONTAINING 1.0000 ACRES OF WHICH 0.1024 ACRES IS LOCATED IN THE R.O.W. OF SAID COUNTY ROAD # 2385

TITLE TO THE ABOVE REFERENCED PROPERTY CONVEYED TO JOE F. JANES AND LAKEETAH J. JANES, HUSBAND AND WIFE FROM GREGORY JOE JANES AND DORA JANES, HUSBAND AND WIFE AND RECORDED ON FEBRUARY 23, 2004 IN BOOK 1982, PAGE 101.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
Fort Worth Regional Office, Region VI  
Office of Regional Counsel  
307 W 7<sup>th</sup> Street, Sta. 1000  
Fort Worth, TX 76102  
Phone: 817-978-5987 FAX: 202-485-9114

February 1, 2022

### FORECLOSURE COMMISSIONER DESIGNATION

To: Jason C. Tatman  
Law Office of Jason C. Tatman  
5677 Oberlin Dr. Ste 210  
San Diego, CA, 92121

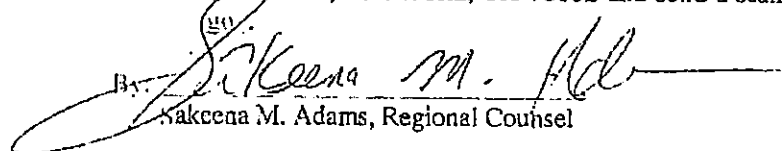
Pursuant to Section 805 of the Single Family Mortgage Foreclosure Act of 1994 (the "Act"), and the Delegation of Authority published in 76 FR 42466 on July 18, 2011, you are hereby designated as a Foreclosure Commissioner to act on behalf of the Secretary of Housing and Urban Development to conduct nonjudicial foreclosures in the State of Texas of the mortgages that may be referred to you by the Department of Housing and Urban Development ("HUD") including cases under Title I, Title II, and Section 312. A copy of the Act, as codified at 12 U.S.C. §§ 3751-3768 and the federal regulations (24 CFR 27, Subpart B, the "Regulations") applicable to your designation are available online through the Government Printing Office website. Foreclosures HUD refers to you are to be conducted pursuant to the Act, the Regulations, and the instructions that HUD will give to you at the time of referral.

HUD will pay you a commission for a completed foreclosure of \$1,350.00 (a "Commission"). HUD will pay you a percentage of the Commission for cases that HUD withdraws, based on the following:

- 20% of Commission for work completed if withdrawn prior to "service" of Notice of Foreclosure and Sale
- 80% of Commission for work completed if withdrawn after "service" of Notice of Foreclosure and Sale but prior to foreclosure sale, including the start of publication, or posting if required.

As a Foreclosure Commissioner, you are a fiduciary of the Secretary and not an employee of the Department of Housing and Urban Development or of the Federal Government. You will be responsible for your actions as any other fiduciary.

This designation is effective immediately and may be revoked by HUD with or without cause pursuant to the Act. An original and two copies of this Designation are enclosed. Please sign and date them, providing your Tax Identification or Social Security Number, and return one copy to Sakeena M. Adams at 307 W 7<sup>th</sup> Street, Ste 1000, Fort Worth, TX 76102 and send a scanned copy to

By:   
Sakeena M. Adams, Regional Counsel



ACCEPTANCE OF DESIGNATION

I, JASON TATMAN, hereby accept designation as a Foreclosure Commissioner and agree to abide by the provisions of my appointment, the Act referred to above, the regulations, and the Instructions as provided to me by HUD.

2.8.2022  
Date

LAW OFFICES OF JASON C. TATMAN  
Name of Firm

By: [Signature]  
416-5437418  
Tax I.D. or Social Security No.

ACKNOWLEDGEMENT

State of \_\_\_\_\_ )

[County/Parrish] of \_\_\_\_\_ )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_

\_\_\_\_\_  
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

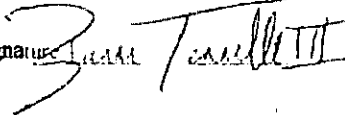
State of California

County of San Diego

On 2/8/2022 before me, Baron Tennelle III, a notary public, personally appeared Jason C. Taitman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





**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 or this notice immediately.

FILED FOR RECORD  
2014 JUN 26 PM 12:46  
RECEIVED PRICE  
CLERK  
WOOD COUNTY, TEXAS

**DEED OF TRUST INFORMATION:**

Date: August 12, 2014  
Grantor(s): Brandy Rae Dorner and Chad Dorner, wife and husband  
Original Mortgagee: Mortgage Electronic Registration Systems, Inc., as nominee for Southwest Stage Funding LLC, dba Cascade Financial Services  
Original Principal: \$229,761.00  
Recording Information: 2014-00009157  
Property County: Wood

Property: TRACT 1: (FEE SIMPLE) ALL THAT CERTAIN TRACT LOT OR PARCEL OF LAND, A PART OF THE GEORGE HALLMARK SURVEY A-280, WOOD COUNTY, TEXAS, AND ALSO BEING A PART OF THAT CERTAIN CALLED 31.0 ACRE TRACT OF LAND THAT IS DESCRIBED IN A DEED DATED JANUARY 23, 1945 FROM HATTIE BELLE REYNOLDS, INDEPENDENT EXECUTRIX, TO A.B. SCOTT THAT IS RECORDED IN VOLUME 282 PAGE 353 OF THE DEED RECORDS OF WOOD COUNTY, TEXAS, AND BEING MORE COMPLETELY DESCRIBED AS FOLLOWS TO WIT;

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER, AT THE S.W.C. OF SAID TRACT AND AT AN ELL CORNER OF CALLED 110.719 ACRES (VOL. 1914 PG. 204) AND BEING AT ON THE SOUTH SIDE OF COUNTY ROAD # 2954;

THENCE NORTH 00 DEGREES 24 MINUTES 06 SECONDS WEST, ALONG THE W.B.L. OF SAID TRACT AND THE E.B.L. OF SAID CALLED 110.719 ACRES AND THE E.B.L. OF A CALLED 30.00 ACRES ( VOL. 1154 PG. 357 ) ENTERING INTO THE CENTER OF SAID COUNTY ROAD # 2954 AND CONTINUE FOR A DISTANCE OF 864.63 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER, AT THE N.W.C. OF SAID TRACT AND AT THE S.W.C. OF A CALLED 16.267 ACRES ( VOL. 1488 PG. 33 ) FROM WHICH A 1/2 INCH IRON ROD ( FND ) ( R.P.L.S. # 4140 ) BEARS SOUTH 04 DEGREES 37 MINUTES 16 SECONDS EAST, 155.17 FEET, ( OUT OF RECORD POSITION );

THENCE SOUTH 89 DEGREES 54 MINUTES 11 SECONDS EAST, ALONG THE N.B.L. OF SAID TRACT AND THE S.B.L. OF SAID CALLED 16.267 ACRES, FOR A DISTANCE OF 506.69 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER;

THENCE SOUTH 00 DEGREES 24 MINUTES 06 SECONDS EAST, ACROSS SAID TRACT, AT 830.54 PASS A 1/2 INCH IRON ROD SET FOR REFERENCE AND CONTINUE FOR A TOTAL DISTANCE OF 860.54 FEET TO A RAILROAD SPIKE SET FOR CORNER IN THE S.B.L. OF SAID TRACT AND THE N.B.L. OF SAID CALLED 110.719 ACRES AND IN THE CENTERLINE OF SAID COUNTY ROAD # 2954;

THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS WEST, ALONG THE S.B.L. OF SAID TRACT AND THE N.B.L. OF SAID CALLED 110.719 ACRES AND ALONG THE CENTERLINE OF SAID COUNTY ROAD # 2954, FOR A DISTANCE OF 506.67 FEET TO THE PLACE OF BEGINNING CONTAINING 10.0332 ACRES OF WHICH 0.7855 ACRES IS LOCATED IN THE R.O.W. OF SAID COUNTY ROAD # 2954.

TRACT 2: (EASEMENT) BEING AN EASEMENT 30.00 FEET IN WIDTH, UPON, OVER AND ACROSS ALL THAT CERTAIN TRACT LOT OR PARCEL OF LAND, A PART OF THE GEORGE HALLMARK SURVEY A-280, WOOD COUNTY, TEXAS, AND ALSO BEING A PART OF THAT CERTAIN CALLED 10.0332 ACRES THAT IS DESCRIBED BY F.N. DATED SEPTEMBER 29, 2004 BY R.P.L.S. NO 5669 (TRACT B) AND BEING PART OF THAT CERTAIN CALLED 31.0 ACRES TRACT OF LAND THAT IS DESCRIBED IN A DEED FORM HATTIE B. REYNOLDS TO A.B. SCOTT THAT IS RECORDED IN VOLUME 282 PAGE 353 OF THE DEED RECORDS OF WOOD COUNTY, TEXAS, AND BEING MORE COMPLETELY DESCRIBED AS FOLLOWS TO WIT;

BEGINNING AT A 1/2 INCH IRON ROD SET FOR CORNER AT THE S.E.C. OF A CALLED 1.00 ACRES (F.N. DATED AUGUST 6, 2014 BY R.P.L.S. NO 5669) IN THE E.B.L. OF A CALLED 10.0332 ACRES (F.N. DATED SEPTEMBER 29, 2004 BY R.P.L.S. NO 5669, TRACT A) FROM WHICH A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE S.W.C. OF SAID CALLED 31.00 ACRES AND THE S.W.C. OF SAID CALLED 10.0332 ACRES, TRACT A) BEARS SOUTH 00 DEGREES 24 MINUTES 06 SECONDS EAST, 345.64 FEET AND SOUTH 89 DEGREES 38 MINUTES 05 SECONDS WEST, 506.67 FEET;

THENCE SOUTH 32 DEGREES 08 MINUTES 01 SECONDS EAST, ACROSS SAID CALLED TRACT B AND ACROSS SAID CALLED 31.00 ACRES, FOR DISTANCE OF 406.56 FEET TO A RAILROAD SPIKE FOUND FOR CORNER AT THE S.W.C. OF A CALLED 0.6161 ACRES (F.N. DATED OCTOBER 25, 2004 BY R.P.L.S. NO 5669) IN THE S.B.L. OF SAID CALLED 31.00 ACRES AND IN THE CENTERLINE OF COUNTY ROAD # 2954;

THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, ALONG THE S.B.L. OF SAID TRACTS FOR A DISTANCE OF 230.27 FEET TO A RAILROAD SPIKE AT THE END OF SAID EASEMENT AND AT THE S.E.C. OF SAID CALLED 0.6161 ACRES.

Property Address: 216 County Road 2954  
Alba, TX 75410



**MORTGAGE SERVICING INFORMATION:**

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

Current Mortgagee: **Southwest Stage Funding, LLC dba Cascade Financial Services**  
Mortgage Servicer: **Cascade Financial Services**  
Mortgage Servicer Address: **2290 E. Yeager Drive**  
**Suite 250**  
**Chandler, AZ 85286**

**SALE INFORMATION:**

Date of Sale: **August 5, 2025**  
Time of Sale: **1:00 PM or within three hours thereafter.**  
Place of Sale: **EAST DOOR (FRONT DOOR) OF THE WOOD COUNTY COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE**  
Substitute Trustee: **Harriett Fletcher, Sheryl LaMont, Robert LaMont, Christine Wheeless, Terri Worley or Lisa DeLong, 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.

*P Jones*

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

**CERTIFICATE OF POSTING**

My name is Harriett Fletcher, 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 June 26, 2025, I filed at the office of the Wood County Clerk to be posted at the Wood County courthouse this notice of sale.

*Harriett Fletcher*

Declarant's Name: Harriett Fletcher

Date: June 26, 2025

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



**APPOINTMENT OF SUBSTITUTE TRUSTEE AND**  
**NOTICE OF SUBSTITUTE TRUSTEE SALE**

FILED FOR RECORD  
2025 JUL 10 AM 11:30  
KELLEY PROOF  
COUNTY CLERK  
WOOD COUNTY, TEXAS

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

**APPOINTMENT  
OF SUBSTITUTE**

**TRUSTEE:** WHEREAS, in my capacity as the attorney for the Mortgagee and/or its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I hereby name, appoint and designate Jack O'Boyle, Chris Ferguson, Travis Gray, Auction.com, Travis Gray, Chris Ferguson, or Jack O'Boyle, each as Substitute Trustee, to act under and by virtue of said Deed of Trust, including posting and filing the public notice required under Section 51.002 Texas Property Code as amended, and to proceed with a foreclosure of the Deed of Trust lien securing the payment of the Note.

**SUBSTITUTE**

**TRUSTEE'S** c/o JACK O'BOYLE & ASSOCIATES, PLLC, Mailing Address: P.O.  
**ADDRESS:** Box 815369, Dallas, TX 75381; Physical Address: 2727 Lyndon B. Johnson Frwy., Suite 525, Dallas, TX 75234.

**NOTICE OF  
SUBSTITUTE  
TRUSTEE SALE:**

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

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **August 05, 2025** between the hours of 1pm-4pm the Substitute Trustee will sell said real property at the place hereinafter set out and pursuant to the terms herein described. The sale will begin at the earliest time stated above or within three (3) hours after that time.

**LOCATION OF  
SALE:**

The place of the sale shall be: At the east (front) door of the Wood County Courthouse, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court in **WOOD County, Texas** or as designated by the County



Commissioners.

**INSTRUMENT**

**TO BE FORECLOSED:** Deed of Trust or Contract Lien dated 09/24/2020 and recorded under Volume, Page or Clerk's File No. INSTRUMENT NUMBER 2020-00009552 in the real property records of Wood County Texas, with AUBRE N SMITH JR AKA AUBRE NOEL SMITH AND WIFE KARINA R SMITH AKA KARINA RENEE SMITH, WITH HER JOINING TO PERFECT THE SECURITY INTEREST BUT NOT TO OTHERWISE BE LIABLE as Grantor(s) and THE CITY NATIONAL BANK OF SULPHUR SPRINGS as Original Mortgagee.

**OBLIGATIONS SECURED:** Deed of Trust or Contract Lien executed by AUBRE N SMITH JR AKA AUBRE NOEL SMITH AND WIFE KARINA R SMITH AKA KARINA RENEE SMITH, WITH HER JOINING TO PERFECT THE SECURITY INTEREST BUT NOT TO OTHERWISE BE LIABLE securing the payment of the indebtedness in the original principal amount of \$456,000.00 and obligations therein described including but not limited to the promissory note and all the modifications, renewals and extensions of the promissory note (the "Note") executed by AUBRE N SMITH JR. THE CITY NATIONAL BANK OF SULPHUR SPRINGS is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

**MORTGAGE**

**SERVICING INFORMATION:** 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. THE CITY NATIONAL BANK OF SULPHUR SPRINGS is acting as the Mortgage Servicer for THE CITY NATIONAL BANK OF SULPHUR SPRINGS who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. THE CITY NATIONAL BANK OF SULPHUR SPRINGS, as Mortgage Servicer, is representing the Mortgagee, whose address is:

THE CITY NATIONAL BANK OF SULPHUR SPRINGS  
c/o THE CITY NATIONAL BANK OF SULPHUR  
SPRINGS  
201 Connally Street  
Sulphur Springs, TX 75482



**LEGAL  
DESCRIPTION  
OF PROPERTY  
TO BE SOLD:**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE COUNTY OF WOOD, STATE OF TEXAS, BEING IN THE T.J. CURL SURVEY, ABSTRACT NO. 116, BEING A PORTION OF THAT 99.35 ACRE TRACT (LESS AND EXCEPT 15.013 ACRES) CONVEYED FROM CHARLES E. GROMATZKY ET UX TO GLENN TARVER AND CHARLES ROTHROCK BY DEED RECORDED IN VOLUME 932, PAGE 607 OF THE REAL PROPERTY RECORDS OF SAID COUNTY, AND BEING ALL OF THAT 9.113 ACRE TRACT DESCRIBED IN GENERAL WARRANTY GIFT DEED FROM CHARLES ROTHROCK ET UX TO AUBRE N. SMITH AND RECORDED IN DOCUMENT NO. 2018-00011415, AND BEING ALL OF THAT 5.00 ACRE TRACT CONVEYED FROM CHARLES ROTHROCK ET UX TO AUBRE N. SMITH AND RECORDED IN DOCUMENT NO. 2019- 00001121, BOTH OF THE REAL PROPERTY RECORDS OF SAID COUNTY AND BOUNDED AS FOLLOWS:  
BEGINNING AT A RAILROAD SPIKE FOUND FOR CORNER IN THE MIDDLE OF WOOD COUNTY ROAD NO. 3190, AND BEING IN THE EAST BOUNDARY LINE OF THE ABOVE MENTIONED 99.35 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF THE ABOVE MENTIONED 9.113 ACRE TRACT, SAID POINT OF BEGINNING LIES NORTH 9 DEG. 38 MIN. 32 SEC. WEST, 592.82 FEET FROM THE SOUTHEAST CORNER OF THE 99.35 SCRE TRACT;  
THENCE SOUTH 81 DEG. 51 MIN. 19 SEC. WEST, AT 998.68 FEET PASSING THE SOUTHWEST CORNER OF THE 9.113 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF THE SAID 5.00 ACRE TRACT, AND CONTINUING ALONG SAME COURSE FOR TOTAL DISTANCE OF 1546.60 FEET TO A 1/2 INCH STEEL ROD FOUND AT THE SOUTHWEST CORNER OF THE 5.00 ACRE TRACT;  
THENCE NORTH 8 DEG. 26 MIN. 05 SEC. WEST, 392.07 FEET TO A 1/2 INCH STEEL ROD FOUND AT THE NORTHWEST CORNER OF THE SALD 5.00 ACRE TRACT;  
THENCE NORTH 81 DEG. 27 MIN. 28 SEC. EAST, AT 548.69 FEET PASSING A 1/2 INCH STEEL ROD FOUND AT THE NORTHEAST CORNER OF THE SAID 5.00 ACRE TRACT, AND BEING THE NORTHWEST CORNER OF THE SAID 9,113 ACRE TRACT, AND CONTINUING IN ALL FOR A TOTAL DISTANCE OF 1538.10 FEET TO A RAILROAD SPIKE FOUND NEAR THE MIDDLE OF WOOD COUNTY ROAD NO. 3190, AND BEING THE NORTHEAST CORNER OF THE SALD 9.113 ACRE TRACT;

THENCE SOUTH 9 DEG. 38 MIN. 32 SEC. EAST, 402.87 FEET TO THE PLACE OF BEGINNING AND CONTAINING 14.071 ACRES OF LAND (the "Property")

**REPORTED**

**PROPERTY** 437 COUNTY ROAD 3190, WINNSBORO, TX 75494

**ADDRESS:**

**TERMS OF** The Substitute Trustee will sell the Property by public auction at the place  
**SALE:** and date specified herein.

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 and the priority of the lien being foreclosed.

The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Mortgagee and/or Mortgage Servicer thereunder to have the bid credited to the Note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

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

The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. The sale shall not cover any part of the property that has been released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the priority, nature and extent of such matters, if any.

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser

requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagee and/or Mortgage Servicer, or its attorney(s).

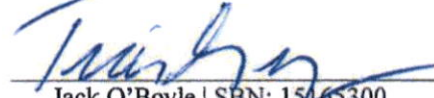
The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein need not appear at the date, time and place of a scheduled sale to announce the postponement, 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.

**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.**

Signed on the 9 day of July, 2025

Respectfully,

JACK O'BOYLE & ASSOCIATES, PLLC



Jack O'Boyle | SBN: 15165300

[jack@jackoboyle.com](mailto:jack@jackoboyle.com)

✓ Travis H. Gray | SBN: 24044965

[travis@jackoboyle.com](mailto:travis@jackoboyle.com)

Chris Ferguson | SBN: 24069714

[chris@jackoboyle.com](mailto:chris@jackoboyle.com)

P.O. Box 815369

Dallas, Texas 75381

P: 972.247.0653 | F: 972.247.0642

ATTORNEYS FOR MORTGAGEE AND/OR ITS  
MORTGAGE SERVICER



### CERTIFICATE OF POSTING

My name is Harriett Fletcher, and my address is c/o 2727 Lyndon B. Johnson Frwy., Suite 525, Dallas, TX 75234. I declare under the penalty of perjury that on July 10, 2025 I filed at the office of the Wood County Clerk and caused to be posted at the Wood County courthouse (or other designated place) this notice of sale.

Signed: Harriett Fletcher

Declarant's Name: Harriett Fletcher

Date: July 10, 2025

## NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public nonjudicial foreclosure sale.

1. Deed of Trust. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the following described deed of trust:

Date: August 14, 2023

Grantor: PWKW Management, LLC  
(a/k/a PWKW Management LLC)

Beneficiary: Broadstreet Bank (f/k/a Mineola Community Bank)

Substitute Trustee: Scott A. Ritcheson, and/or Douglas A. Ritcheson,  
and/or Charles E. Lauffer, Jr., and/or Lance  
Vincent

Recording Information: Deed of Trust recorded under Clerk's File No. 2023-  
00007606, in the Official Public Records of Wood  
County, Texas.

2. Property to be Sold. The property to be sold (the "Property") is described as follows:

**All that certain lot, tract or parcel of land situated in Wood County, Texas, and Personal Property being more particularly described in the Deed of Trust and on what is attached hereto as Exhibit "A" and made a part hereof for all purposes.**

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

Date: **Tuesday, August 5, 2025**

Time: The sale shall begin no earlier than 10:00 a.m. or no later than three (3) hours thereafter. The sale shall be completed by no later than 1:00 p.m.

Place: Wood County Courthouse in Quitman, Texas, at the following location:

FILED FOR RECORD  
2025 JUL 11 AM 9:32  
KELLEY PRICE  
COUNTY CLERK  
WOOD COUNTY, TEXAS

In the area of such Courthouse designated by the Wood County Commissioners' Court as the area where foreclosure sales shall take place, or, if no such area has been designated, then at the East door of the Wood County Courthouse, in Quitman, Texas.

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.

4. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the date the property is sold.

The sale will be made expressly subject to unpaid ad valorem taxes and 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 other 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.

A purchaser at the sale of the Property "acquires the Property 'AS IS' without any expressed or implied warranties" (except as to the warranties of title from the grantor identified in

the deed of trust described below). Any purchaser acquires the Property "at the purchaser's own risk." TEXAS PROPERTY CODE §51.009. Nothing set forth in this Notice is an express or implied representation or warranty regarding the Property, all of which are specifically disclaimed by the undersigned and by the beneficiary of the herein described deed of trust.

5. Type of Sale. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by PWKW Management, LLC. The deed of trust is dated August 14, 2023, and is recorded in the office of the County Clerk of Wood County, Texas, under Clerk's File No. 2023-00007606, in the Official Public Records of Wood County, Texas.

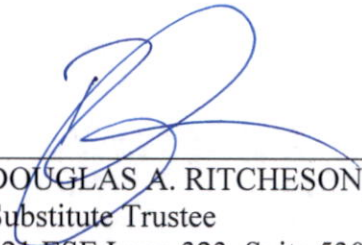
6. Obligations Secured. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including, but not limited to, (1) the August 14, 2023 promissory note in the original principal amount of \$6,200,000.00, executed by PWKW Management, LLC, and payable to the order of Mineola Community Bank (now known as Broadstreet Bank); (2) all renewals and extensions of the note; (3) all interest, late charges, fees and other expenses payable under said note on the herein described deed of trust; and (4) all other debts and obligations described in the deed of trust (including all debts secured by any cross-collateralization clause in the deed of trust). Broadstreet Bank is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, Broadstreet Bank, Attention: Yesika Lugo, telephone (903) 747-1595.



7. Default and Request to Act. Default has occurred under the deed of trust, and the beneficiary has asked 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: July 8, 2025.



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DOUGLAS A. RITCHESON,  
Substitute Trustee  
821 ESE Loop 323, Suite 530  
Tyler, Texas 75701  
Tel: (903) 535-2900  
Fax: (903) 533-8646

**Notice to Members of the Armed Forces of the United States:**

**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.**

## EXHIBIT "A"

### 1. Real Property:

Lot 2, Block 1, Park Central North Subdivision, J.E. White Survey, A-612, according to the Final Plat recorded in Volume 11, Page 11, of the Official Public Records of Wood County, Texas;

together with all rights, privileges and appurtenances pertaining thereto and Improvements located thereon, including, but not limited to, all right, title, and interest of Mortgagor in and to adjacent roads, right-of-ways, alley, drainage facilities, easements and utility facilities, strips and gores between the described Real Property and abutting properties and all permits, authorities, licenses, consents, and bonds, if any.

### 2. Personal Property:

All of Mortgagor's remedies, powers, privileges, rights, titles and interests (including all power of Mortgagor, if any, to pass greater title than it has itself) of every kind and character, now owned or hereafter acquired, created or arising in and to the following:

- (a) All fixtures, equipment and supplies (the "Fixtures and Equipment"), including, but not limited to, gas pumps and canopies, now or hereafter owned by Mortgagor and attached to, used, intended or acquired for use for, or in connection with, the construction, maintenance, operation or repair of the Real Property or Improvements (hereinafter defined), or for the present or future replacement or replenishment of used portions of it, and all related parts, filters and supplies, including, but not limited to, all heating, lighting, cooling, ventilating, air conditioning, environment control, refrigeration, plumbing, incinerating, water-heating, cooking, pollution control, gas, electric, solar, nuclear, computing, monitoring, measuring, controlling, distributing and other equipment and fixtures, and all renewals and replacements of them, all substitutions for them and all additions and accessions to them, all of which Mortgagor and Mortgagee hereby irrevocably declare to be real estate and part of the Real Property.
- (b) All Leases and all Rents (as such term are defined in the Deed of Trust).
- (c) All wastewater, fresh water and other utilities capacity and facilities (the "Utilities Capacity") available or allocable to the Real Property and Improvements or dedicated to or reserved for them pursuant to any system, program, contract or other arrangement with any public or private utility, and all related or incidental licenses, rights and interests, whether considered to be real, personal or mixed property, including the right and authority to transfer or relinquish any or all such rights and the right to any credit, refund, reimbursement or rebate for utilities facilities construction or installation or for any reservation fee, standby fee or capital recovery charge promised, provided or paid for by Mortgagor or any of Mortgagor's predecessors or Affiliates (defined below), to the full extent now allocated or allocable to the Real Property or Improvements, plus all additional Utilities Capacity, if any, not dedicated or reserved to the Real Property or Improvements but which is now or hereafter owned or controlled by Mortgagor or by anyone (an "Affiliate", whether a natural person or an entity) who directly or through one or more intermediaries controls, is controlled by or is under common control with Mortgagor, to the full extent that such additional Utilities Capacity is necessary to allow development, marketing and use of the Real Property or Improvements for their highest and best use.
- (d) All estate, right, title and interest acquired by Mortgagor in or to the Real Property, Improvements, Fixtures and Equipment, Leases and Utilities Capacity after execution of this Financing Statement.
- (e) Any and all rights and appurtenances (the "Appurtenances") belonging, incident or appertaining to the Real Property, Improvements, Fixtures and Equipment, Leases or Utilities Capacity or any part

of them, including, but not limited to any rights as declarant and/or developer under any restrictive covenants affecting the Real Property.

- (f) All existing and future minerals, oil, gas, and other hydrocarbon substances in, upon, under or through the Real Property, all water rights, all wind rights, and all permits, authorities, licenses, consents and bonds, and/or cooperative or association memberships related thereto that are now or hereafter owned by Mortgagor.
- (g) Any and all rights and estates in reversion or remainder to the Real Property, Improvements, Fixtures and Equipment, Leases, Utilities Capacity or Appurtenances or any part of them.
- (h) All contracts executed or to be executed by Mortgagor for the development of the Real Property, and the construction of the Improvements and the management and operation of the Mortgaged Property, and all franchises, licenses and permits, whether executed, granted or issued by a private person or entity or a governmental or quasi-governmental agency, which are directly or indirectly related to or connected with the use, occupation, construction, development, management, operation or sale of the Mortgaged Property or respecting any business or activity conducted on the Real Property, whether now or at any time hereafter existing, and all amendments and supplements thereto and renewals and extensions thereof at any time made, and all rebates, refunds, escrow accounts and funds, or deposits and all other sums due or to become due under and pursuant thereto and all powers, privileges, options and other benefits of Mortgagor thereunder.
- (i) All other estates, easements, interests, licenses, rights, titles, powers or privileges of every kind and character which Mortgagor now has, or at any time hereafter acquires, in and to any of the foregoing, including, without limitation, the proceeds from condemnation, or threatened condemnation, and the proceeds of any and all insurance covering any part of the foregoing; and all related parts, accessions and accessories to any of the foregoing and all replacements or substitutions therefor, as well as all other Improvements, Fixtures and Equipment, Leases, Utilities Capacity and Appurtenances now or hereafter placed thereon or accruing thereto.
- (j) All equipment, materials, supplies, accounts, general intangibles, fixtures, inventory, chattel paper, notes, documents and other personal property owned by Mortgagor and used, intended or acquired for use, on or in connection with the occupation, construction, development, management, use or operation of the Real Property, the Improvements or the property described in (a) through (j) above, or otherwise related to the Mortgaged Property, and all products and proceeds of it, including, without limitation, all security deposits under Leases now or at any time hereafter held by or for Mortgagor's benefit, all monetary deposits which Mortgagor has been required to give to any public or private utility with respect to utility services furnished to the Mortgaged Property, all funds, accounts, instruments, accounts receivable, documents, trademarks, trade names and symbols used in connection therewith, and notes or chattel paper arising from or by virtue of any transactions related to the Mortgaged Property, all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Mortgaged Property, and all guaranties and warranties obtained with respect to all Improvements, equipment, furniture, furnishings, personal property and components of any thereof located on or installed at the Mortgaged Property.
- (k) All permits, licenses, certifications, franchises, building permits, certificates of occupancy, certificates of compliance, and other rights and privileges obtained in connection with the development and proposed use of the Mortgaged Property;

together with all accessions, appurtenances and additions to and substitutions for any of the foregoing and all products and proceeds of any of the foregoing, together with all renewals and replacements of any of the foregoing, all accounts, receivables, account receivables, instruments, notes, chattel paper, documents (including all documents of title), books, records, contract rights and general intangibles arising in connection with any of the foregoing (including all insurance and claims for insurance affected or held for the benefit of Mortgagor or Mortgagee in respect of the foregoing) and together with all general intangibles now owned by Mortgagor or existing or hereafter acquired, created or arising (whether or not related to any of the foregoing property).



FORECLOSURE SALE/AUCTION

CAUSE NO. 2024-416

DATE: AUGUST 5, 2025

FILED FOR RECORD  
2025 JUL 11 PM01:16  
KELLEY PRICE  
COUNTY CLERK  
WOOD COUNTY, TEXAS

TIME: 10AM TO 4PM

LOCATION: EAST SIDE OF WOOD COUNTY COURTHOUSE

QUITMAN, TEXAS. 75783

PROPERTY TO BE AUCTIONED:

LOT/LOTS 171

6435 N. FM 17

YANTIS, TEXAS. 75497

WHITE OAK SHORES SUBDIVISION

OUTSTANDING DEBT: \$10,125.49

BORROWER:

NANCY RAE SAMPSON

5757 PR. 2518

ROYCE CITY, TEXAS. 75189

LENDER:

WHITE OAK SHORES SUBDIVISION

6435 N. FM 17

YANTIS, TEXAS 75497

PROPERTY RECOVERY MANAGER/TRUSTEE

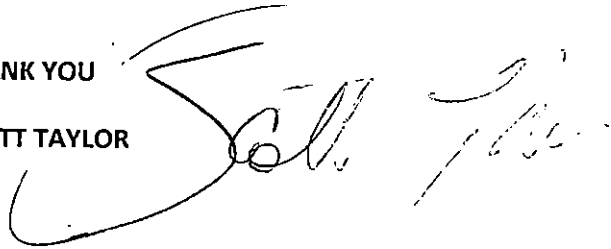
SCOTT TAYLOR

FORECLOSURE PROCEEDING ARE GOVERNED PURSUANT TO RULE 736 OF THE TEXAS RULES OF CIVIL PROCEDURE. SUPPORT ALL ACTIONS TAKEN. ALL REQUISITE NOTICES HAVE BEEN PROVIDED REQUIRED UNDER SECTION 209.0064 OF THE TEXAS PROPERTY CODE.

NOTICE HAS ALSO BEEN GIVEN TO ALL PARTIES THAT IF THERE IS A MILITARY SERVICE MEMBER THAT THEY SHOULD NOTIFY THE SENDER OF THIS NOTICE ABOUT THEIR MILITARY STATUS WHICH IS GOVERNED BY THE SERVICE MEMBERS CIVIL RELIEF ACT PROTECTING THE AMERICAN MILITARY SERVICE MEMBERS FACING FORECLOSURE.

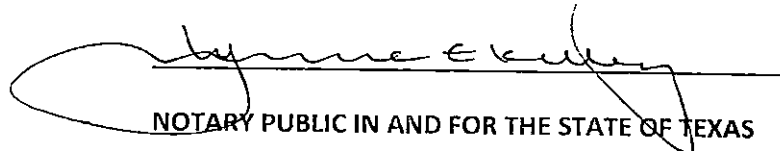
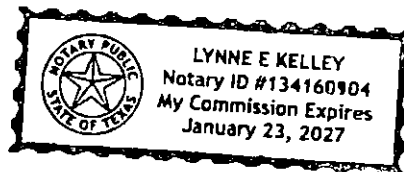
THANK YOU

SCOTT TAYLOR



SWORN TO AND SUBSCRIBED BEFORE ME THIS 9<sup>th</sup> DAY OF July 2025

SEAL



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

FORECLOSURE SALE/AUCTION

FILED FOR RECORD  
2025 JUL 11 PM01:15  
KELLEY PRICE  
COUNTY CLERK  
WOOD COUNTY, TEXAS

CAUSE NO. 2024-415

DATE: AUGUST 5, 2025

TIME: 10AM TO 4PM

LOCATION: EAST SIDE OF WOOD COUNTY COURTHOUSE

QUITMAN, TEXAS. 75783

PROPERTY TO BE AUCTIONED:

LOT/LOTS 85 & 86 WATER FRONT

6435 N. FM 17

YANTIS, TEXAS. 75497

WHITE OAK SHORES SUBDIVISION

OUTSTANDING DEBT: \$5512.19

BORROWER:

JAMES EVERETT HERRON

4419 CENTENNIAL BLVD. APT. 229

COLORADO SPRINGS, CO. 80907

LENDER:

WHITE OAK SHORES SUBDIVISION

6435 N. FM 17

YANTIS, TEXAS 75497

PROPERTY RECOVERY MANAGER/TRUSTEE

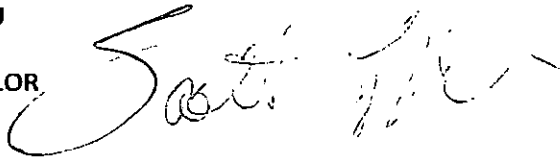
SCOTT TAYLOR

FORECLOSURE PROCEEDING ARE GOVERNED PURSANT TO RULE 736 OF THE TEXAS RULES OF CIVIL PROCEDURE. SUPPORT ALL ACTIONS TAKEN. ALL REQUISITE NOTICES HAVE BEEN PROVIDED REQUIRED UNDER SECTION 209.0064 OF THE TEXAS PROPERTY CODE.

NOTICE HAS ALSO BEEN GIVEN TO ALL PARTIES THAT IF THERE IS A MILITARY SERVICE MEMBER THAT THEY SHOULD NOTIFY THE SENDER OF THIS NOTICE ABOUT THEIR MILITARY STATUS WHICH IS GOVERNED BY THE SERVICE MEMBERS CIVIL RELIEF ACT PROTECTING THE AMERICAN MILITARY SERVICE MEMBERS FACING FORECLOSURE.

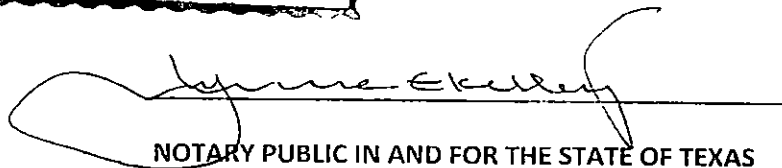
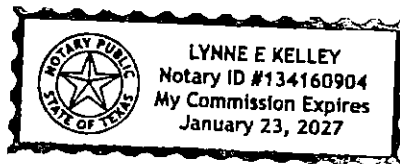
THANK YOU

SCOTT TAYLOR



SWORN TO AND SUBSCRIBED BEFORE ME THIS 9<sup>th</sup> DAY OF July 2025

SEAL



NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

**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 FOR RECORD  
2025 JUL 14 AM 09:30  
KELLEY PRICE  
COUNTY CLERK  
WOOD COUNTY, TEXAS

### NOTICE OF TRUSTEE'S SALE

WHEREAS, William Ndegwa, 7151 Vinland Street, Dallas, Texas 75224, heretofore executed and delivered to Patton C. Chapman, Trustee, that certain Deed of Trust dated June 24, 2023, recorded in Document 2023-00006466, Deed of Trust Records, Wood County, Texas, covering certain real property situated in said County, being Lot(s) 82 and 83, Section I, Holiday Villages of Fork Subdivision, according to the most recently heretofore recorded plat covering such property recorded in the plat or map records of said county, said Deed of Trust having been given to secure payment of that certain Promissory Note of even date therewith in the principal amount of \$36,000.00 executed by the person(s) first named hereinabove and payable to the order of Texas Holiday Villages, L.P., a Texas limited partnership. Said Deed of Trust and Note were subsequently transferred to Sunny 42 Investments, LLC, a Texas limited liability company (the "Payee") in Assignment dated July 18, 2023, recording in Document Number 2023-00006819, in the real property records of Wood County; and

WHEREAS, default has been made in the payment of the indebtedness evidenced by said Note secured by said Deed of Trust, and all of the indebtedness evidenced by said Note is now due and payable; and

WHEREAS, the hereinabove named Payee of said Note, also being the present holder thereof, has requested the undersigned to sell the real property hereinabove described in accordance with the terms of the Deed of Trust; NOW, THEREFORE, notice is hereby given that on Tuesday, the 6<sup>th</sup> day of August, 2025, the above described property will be sold by auction at a public sale to be held at the County Courthouse in said County within the area designated for such sales by the Commissioners Court of said County. The earliest time at which such sale will occur is 10 A. M., and it will begin within three hours of such time.

EXECUTED this 8<sup>th</sup> day of July, 2025.

  
SHAWN COKER, 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.**

FILED FOR RECORD  
2025 JUL 14 AM 10:38  
KELLEY PRICE  
COUNTY CLERK  
WOOD COUNTY, TEXAS


## NOTICE OF TRUSTEE'S SALE

WHEREAS, Rosamaria Patton, 165 Quanah, Quitman, Texas 75783, heretofore executed and delivered to Patton C. Chapman, Trustee, that certain Deed of Trust dated October 3, 2020, recorded in Document 2021-00000029, Deed of Trust Records, Wood County, Texas, covering certain real property situated in said County, being Lot(s) 253, Section H, Holiday Villages of Fork Subdivision, according to the most recently heretofore recorded plat covering such property recorded in the plat or map records of said county, said Deed of Trust having been given to secure payment of that certain Promissory Note of even date therewith in the principal amount of \$7,000.00 executed by the person(s) first named hereinabove and payable to the order of FORK HOLIDAY VILLAGES, L.P., a Texas limited partnership. Said Deed of Trust and Note were subsequently transferred to Texas Holiday Villages, LLC, a Texas limited liability company in Assignment dated October 30, 2020, recording in Document Number 2020-00011652, in the real property records of Wood County and subsequently to BXM Funding, LLC, a Texas limited liability company (the "Payee") in Assignment dated June 7, 2023, recording in Document Number 2023-00009090, in the real property records of Wood County; and

WHEREAS, default has been made in the payment of the indebtedness evidenced by said Note secured by said Deed of Trust, and all of the indebtedness evidenced by said Note is now due and payable; and

WHEREAS, the hereinabove named Payee of said Note, also being the present holder thereof, has requested the undersigned to sell the real property hereinabove described in accordance with the terms of the Deed of Trust; NOW, THEREFORE, notice is hereby given that on **Tuesday, the 5<sup>th</sup> day of August, 2025**, the above described property will be sold by auction at a public sale to be held at the County Courthouse in said County within the area designated for such sales by the Commissioners Court of said County. The earliest time at which such sale will occur is 10 A. M., and it will begin within three hours of such time.

EXECUTED this 8<sup>th</sup> day of July, 2025.

  
SHAWN COKER, 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.**

FILED FOR RECORD  
2025 JUL 14 AM 10:38  
KELLEY PRICE  
COUNTY CLERK  
WOOD COUNTY, TEXAS


### NOTICE OF TRUSTEE'S SALE

WHEREAS, Rosamaria Patton, 165 Quanah, Quitman, Texas 75783, heretofore executed and delivered to Patton C. Chapman, Trustee, that certain Deed of Trust dated January 13, 2023, recorded in Document 2023-00001310, Deed of Trust Records, Wood County, Texas, covering certain real property situated in said County, being Lot(s) 252, Section H, Holiday Villages of Fork Subdivision, according to the most recently heretofore recorded plat covering such property recorded in the plat or map records of said county, said Deed of Trust having been given to secure payment of that certain Promissory Note of even date therewith in the principal amount of \$10,800.00 executed by the person(s) first named hereinabove and payable to the order of TEXAS HOLIDAY VILLAGES, L.P., a Texas limited partnership. Said Deed of Trust and Note were subsequently transferred to BXM Funding, LLC, a Texas limited liability company (the "Payee") in Assignment dated June 7, 2023, recording in Document Number 2023-00009090, in the real property records of Wood County; and

WHEREAS, default has been made in the payment of the indebtedness evidenced by said Note secured by said Deed of Trust, and all of the indebtedness evidenced by said Note is now due and payable; and

WHEREAS, the hereinabove named Payee of said Note, also being the present holder thereof, has requested the undersigned to sell the real property hereinabove described in accordance with the terms of the Deed of Trust; NOW, THEREFORE, notice is hereby given that on **Tuesday, the 5<sup>th</sup> day of August, 2025**, the above described property will be sold by auction at a public sale to be held at the County Courthouse in said County within the area designated for such sales by the Commissioners Court of said County. The earliest time at which such sale will occur is 10 A. M., and it will begin within three hours of such time.

EXECUTED this 8<sup>th</sup> day of July, 2025.

  
SHAWN COKER, 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.**

FILED FOR RECORD  
2025 JUL 14 AM 10:39  
KELLEY PRICE  
COUNTY CLERK  
WOOD COUNTY, TEXAS

### NOTICE OF TRUSTEE'S SALE

WHEREAS, Ronnie Scott and Connie Scott, 1507 Cade Court, Mesquite, Texas 75149, heretofore executed and delivered to Patton C. Chapman, Trustee, that certain Deed of Trust dated April 6, 2024, recorded in Document 2024-00002791, Deed of Trust Records, Wood County, Texas, covering certain real property situated in said County, being Lot(s) 292 and 293, Section I, Holiday Villages of Fork Subdivision, according to the most recently heretofore recorded plat covering such property recorded in the plat or map records of said county, said Deed of Trust having been given to secure payment of that certain Promissory Note of even date therewith in the principal amount of \$47,000.00 executed by the person(s) first named hereinabove and payable to the order of TEXAS HOLIDAY VILLAGES, L.P., a Texas limited partnership. Said Deed of Trust and Note were subsequently transferred to BXM Funding, LLC, a Texas limited liability company (the "Payee") in Assignment dated May 16, 2024, recording in Document Number 2024-00005425, in the real property records of Wood County; and

WHEREAS, default has been made in the payment of the indebtedness evidenced by said Note secured by said Deed of Trust, and all of the indebtedness evidenced by said Note is now due and payable; and

WHEREAS, the hereinabove named Payee of said Note, also being the present holder thereof, has requested the undersigned to sell the real property hereinabove described in accordance with the terms of the Deed of Trust; NOW, THEREFORE, notice is hereby given that on Tuesday, the 5<sup>th</sup> day of August, 2025, the above described property will be sold by auction at a public sale to be held at the County Courthouse in said County within the area designated for such sales by the Commissioners Court of said County. The earliest time at which such sale will occur is 10 A. M., and it will begin within three hours of such time.

EXECUTED this 8<sup>th</sup> day of July, 2025.

  
SHAWN COKER, SUBSTITUTE TRUSTEE

FILED FOR RECORD  
2025 JUL 14 PM02:45  
KELLEY PRICE  
COUNTY CLERK  
WOOD COUNTY, TEXAS

### **NOTICE OF FORECLOSURE SALE**

STATE OF TEXAS

§

§

COUNTY OF BEXAR

§

KNOW ALL MEN BY THESE PRESENTS:

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

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

#### **SEE EXHIBIT "A" ATTACHED**

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

Date: August 5, 2025

Time: The sale shall begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale shall be completed by no later than 1:00 p.m.

Place: At the place designated by the Wood County Commissioner's Court for foreclosure sales in Wood County, Texas at the Wood County Courthouse in Quitman, Texas.

The Deed of Trust permits the Beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the 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 re-filed in accordance with the posting and filing requirements of the Texas Property Code. Such re-posting or re-filing may be after the date originally scheduled for this sale.

3. Terms of Sale. The sale will be conducted in 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.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

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

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 Deed of Trust, Security Agreement and Financing Statement dated October 31, 2024, executed by Timothy L. Maples, as Grantor to Michael Flume, Trustee, filed of record as Document No. 2024-



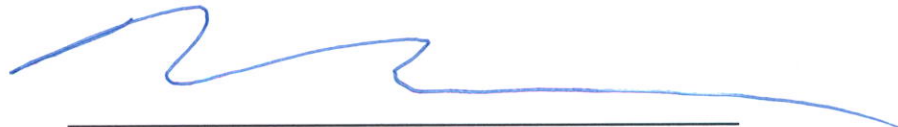
00008797 of the Official Public Records of Wood County, Texas (the "Deed of Trust").

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (the "Obligation"), including but not limited to that one certain Real Estate Lien Note dated October 31, 2024, in the original principal amount of \$775,000.00 executed by Timothy L. Maples, as Maker in favor of The Treaty Creek Investments, LLC, as Payee (the "Note"). Treaty Creek Investments, LLC is the current owner and holder of the Obligation 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 Trustee, to conduct this sale. Notice is given that before the sale, the Beneficiary may appoint another person or trustee to conduct the sale.

**ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU 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 ANY OTHER 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 DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

DATED: July 2, 2025



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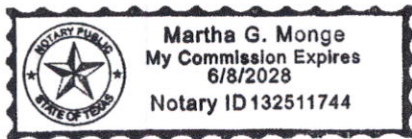
MICHAEL FLUME, Substitute Trustee  
10127 Morocco Street, Suite 137  
San Antonio, TX 78216  
(210) 828-5641  
[mflume@flumelaw.net](mailto:mflume@flumelaw.net)

STATE OF TEXAS

COUNTY OF BEXAR

§  
§  
§

This instrument was acknowledged before me on the 2nd day of July 2025 by  
Michael Flume, Substitute Trustee.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

## EXHIBIT "A"

### JDS SURVEYING, INC.

T.B.P.L.S. Firm Registration No. 10194118  
159 W. MAIN - VAN, TX 75790

#### 0.364 OF AN ACRE

All that certain lot, tract or parcel of land located within the M. Crothers Survey, Abstract No. 97 of Wood County, Texas, being all of a called 0.363 acre tract as described in a deed from Brad E. Brockway to Tri J Holdings, LLC, dated July 17, 2015 and recorded in Document No. 2015-00008027 of the Real Property records of Wood County, Texas, and this 0.364 of an acre tract being more fully described as follows:

BEGINNING at a 1/2" Iron Rod found in the South right-of-way line of State Highway No. 154 (A.K.A. E. Goode Street) for the Northwest corner of this tract, also being the most Northern Northeast corner of a called 10.340 acre tract as described in a deed from Johnson Sales, Inc. to Ronnie West and wife, Paula West, dated September 30, 2003 and recorded in Volume 1954 on Page 449, from which a 3/4" Pipe bears: South 81 deg. 10 min. 49 sec. West, a distance of 4.02 feet;

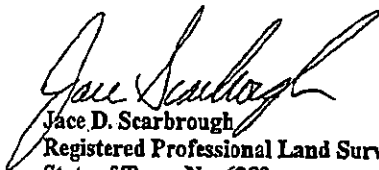
THENCE South 88 deg. 40 min. 32 sec. East, a distance of 106.59 feet, with said right-of-way line to a 1/2" Iron Rod found in same, being the Northwest corner of a called 2.38 acre tract as described in a deed from Cynthia Kay Busby to Debra R. Callison, dated May 22, 2015 and recorded in Document No. 2015-00005665;

THENCE South 00 deg. 46 min. 46 sec. West, a distance of 149.16 feet, with the West line of said 2.38 acre tract to a 1/2" Pipe found in same, also being the most Eastern Northeast corner of said 10.340 acre tract;

THENCE North 89 deg. 22 min. 05 sec. West, a distance of 104.90 feet, with a North line of said 10.340 acre tract to a 1/2" Iron Rod found for an interior corner of same;

THENCE North 00 deg. 08 min. 20 sec. East, (bearing basis) a distance of 150.46 feet, with an East line of said 10.340 acre tract to the POINT OF BEGINNING AND CONTAINING 0.364 OF AN ACRE OF LAND. See Map No. 449 prepared in conjunction with these field notes. The bearings hereon were oriented to agree with the deed call along the monumented West line of the above referenced 0.363 of an acre tract. I, Jace D. Scarbrough, do hereby state that the field notes hereon were prepared from a survey made on the ground under my supervision during the month of May, 2017.

GIVEN UNDER MY HAND & SEAL, this the 26th day of May, 2017.

  
Jace D. Scarbrough  
Registered Professional Land Surveyor  
State of Texas No. 6289

