

**NOTICE OF FORECLOSURE SALE**

Notice is hereby given of a public nonjudicial foreclosure sale.

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

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF  
FOR ALL INTENDED PURPOSES.

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

Date: Tuesday, November 2, 2021

Time: The sale shall begin no earlier than 1:00 p.m. or no later than three hours  
thereafter. The sale shall be completed no later than 4:00 p.m.

Place: The area of the McLennan County Courthouse in Waco, Texas, designated  
by the Commissioner's Court pursuant to Section 51.002 of the Texas  
Property Code as a place where foreclosure sales are to take place.

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 date 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. The sale shall not cover any part of the property that has been released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the Deed of Trust, the beneficiary has the right to direct the trustee or substitute trustee to sell the property in one or more parcels and/or sell all or only part of the property.

Pursuant to 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 condition of the property.

Pursuant to the Texas Property Code, the trustee or substitute 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 sale.

**A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.) and state law, including section 51.015 Texas Property Code. Assert and**

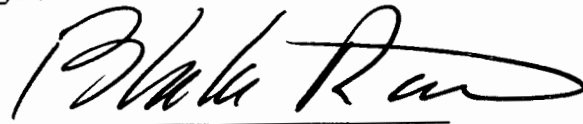
protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice.

4. Type of Sale. The sale is a nonjudicial Deed of Trust lien foreclosure sale being conducted pursuant to the power of sale granted by that one certain Deed of Trust executed by Don Allen Martin and Cristella P. Martin, dated July 11, 2012, and recorded in Document Number 2012021035 of the Official Public Records of McLennan County, Texas.

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described in the original principal amount of \$165,750.00 executed by Don Allen Martin and Cristella Pena Martin payable to the order of First National Bank of Central Texas which indebtedness was renewed and extended pursuant to an Extension and Modification of Real Estate Note & Lien dated January 11, 2016 executed by Allen Lantz Martin payable to First National Bank of Central Texas, and recorded in Document Number 2016006725 of the Official Public Records of McLennan County, Texas (collectively the "Obligation"). First National Bank of Central Texas 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 substitute trustee to conduct the sale.

DATED: October 5, 2021.

A handwritten signature in black ink that reads "Blake Rasner". The signature is written in a cursive style with a horizontal line underneath it.

Blake Rasner  
Substitute Trustee  
Haley & Olson, P.C.  
100 N. Ritchie Road, Suite 200  
Waco, Texas 76712  
Telephone: (254) 776-3336  
Facsimile: (254) 776-6823  
Email: [brasner@haleyolso.com](mailto:brasner@haleyolso.com)

## EXHIBIT A

### LEGAL DESCRIPTION

Legal description of the land:

#### TRACT ONE:

FIELD NOTES OF A 5.68 ACRE TRACT OF LAND OUT OF AND A PART OF THE CARLOS O'CAMPO GRANT IN MCLENNAN COUNTY, TEXAS, AND BEING ALSO OUT OF THAT CERTAIN TRACT OF LAND CONVEYED AS FIVE TRACTS IN A DEED FROM C. W. CAMP AND KARMA CAMP TO BOB SALLEY AND EUGENE SWANSON, DATED AUGUST 9, 1976, AND OF RECORD IN VOLUME 1230, PAGE 442, DEED RECORDS OF MCLENNAN COUNTY, TEXAS; SAID 5.68 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AS A POINT OF REFERENCE, AT AN IRON PIN SET AT THE POINT OF INTERSECTION OF THE NORTH LINE OF STEGALL ROAD WITH THE EAST LINE OF STOVALL LANE, SAME BEING ALSO THE SOUTHWEST CORNER OF A TRACT DESCRIBED AS CONTAINING 14.97 ACRES AND REFERRED TO AS "FIFTH TRACT" IN THE AFOREMENTIONED SALLEY-SWANSON DEED OF RECORD.

THENCE WITH THE EAST LINE OF STOVALL LANE ALONG THE FOLLOWING THREE CALLS:

1.) N 27 DEG. 56 MIN. W, 623.1 FEET;

2.) N 28 DEG. 02 MIN. W, 506.00 FEET; AND

3.) N 28 DEG. 20 MIN. W, 355.9 FEET TO AN IRON PIN SET FOR THE TRUE POINT OF BEGINNING AND THE SOUTHWEST CORNER THEREOF.

THENCE CONTINUING WITH THE EAST LINE OF SAID STOVALL LANE, N 27 DEG. 53 MIN. W, 648.0 FEET TO AN IRON PIN SET AT THE INTERSECTION WITH THE SOUTH LINE OF A PROPOSED 50 FOOT WIDE ROAD BOUNDING THIS TRACT ON THE NORTH.

THENCE WITH THE SOUTH LINE OF SAID PROPOSED ROAD, N 61 DEG. 27 MIN. E, 379.8 FEET TO AN IRON PIN SET FOR THE NORTHEAST CORNER HEREOF

THENCE S 28 DEG. 00 MIN. E, 651.6 FEET TO AN IRON PIN SET FOR THE SOUTHEAST CORNER HEREOF.

THENCE S 62 DEG. 00 MIN. W, 381.2 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.68 ACRES OF LAND.

#### TRACT TWO:

FIELD NOTES OF A 5.00 ACRE TRACT OF LAND OUT OF AND A PART OF THE CARLOS O'CAMPO GRANT IN MCLENNAN COUNTY, TEXAS, AND BEING ALSO OUT OF THAT CERTAIN TRACT OF LAND CONVEYED AS FIVE TRACTS IN A DEED FROM C. W. CAMP AND KARMA CAMP TO BOB SALLEY AND EUGENE SWANSON, DATED AUGUST 9, 1976, AND OF RECORD IN VOLUME 1230, PAGE 442, DEED RECORDS OF MCLENNAN COUNTY, TEXAS; SAID 5.00 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AS A POINT OF REFERENCE, AT AN IRON PIN SET AT THE POINT OF INTERSECTION OF THE NORTH LINE OF STEGALL ROAD WITH THE EAST LINE OF STOVALL LANE, SAME BEING ALSO THE SOUTHWEST CORNER OF A TRACT DESCRIBED AS CONTAINING 14.97 ACRES AND REFERRED TO AS

## LEGAL DESCRIPTION

(Continued)

"FIFTH TRACT" IN THE AFOREMENTIONED SALLEY-SWANSON DEED OF RECORD.

THENCE WITH THE EAST LINE OF SAID STOVALL LANE ALONG THE FOLLOWING FOUR CALLS:

1.) N 27 DEG. 56 MIN. W, 623.1 FEET;

2.) N 28 DEG. 02 MIN. W, 505.0 FEET;

3.) N 28 DEG. 20 MIN. W, 355.9 FEET;

4.) N 27 DEG. 53 MIN. W, 648.0 FEET TO AN IRON PIN AT THE POINT OF INTERSECTION WITH THE SOUTH LINE OF A PROPOSED 50 FOOT WIDE ROAD RUNNING NORTHEASTERLY.

THENCE WITH THE SOUTH LINE OF SAID PROPOSED ROAD, N 61 DEG. 27 MIN E, 379.8 FEET TO AN IRON PIN SET FOR THE TRUE POINT OF BEGINNING AND THE NORTHWEST CORNER HEREOF.

THENCE CONTINUING WITH THE SOUTH LINE OF SAID PROPOSED ROAD, N 61 DEG. 27 MIN E, 325.8 FEET TO AN IRON PIN SET FOR THE NORTHEAST CORNER HEREOF.

THENCE S 28 DEG. 00 MIN. E, 707.9 FEET TO AN IRON PIN SET FOR THE SOUTHEAST CORNER HEREOF.

THENCE S 61 DEG. 29 MIN. W, 93.8 FEET TO AN IRON PIN FOR A CORNER HEREOF.

THENCE N 28 DEG. 00 MIN. W, 53.9 FEET TO AN IRON PIN FOR AN INSIDE CORNER HEREOF.

THENCE S 62 DEG. 00 MIN. W, 231.9 FEET TO AN IRON PIN FOR THE SOUTHWEST CORNER HEREOF.

THENCE N 28 DEG. 00 MIN. W, 651.6 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND.

RECEIVED 8:46 AM

OCT 07 2021

J.A. "ANDY" HARWELL, COUNTY CLERK  
MCLENNAN COUNTY, TEXAS

NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on July 26, 2010, a certain Adjustable Rate Home Equity Conversion Deed of Trust ("Reverse Mortgage") was executed by LEWIS EDWARD KUYKENDALL, as mortgagor in favor of METLIFE HOME LOANS, A DIVISION OF METLIFE BANK, N.A., as mortgagee and ROBERT K. FOWLER, as trustee, and was recorded on August 3, 2010 under Clerk's Instrument Number 2010023925 in the real property records of McLennan, Texas.

WHEREAS, the Reverse Mortgage 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 Reverse Mortgage is now owned by the Secretary, pursuant to an assignment dated October 24, 2017, and recorded on November 6, 2017, under Clerk's Instrument Number 2017036953 in the real property records of McLennan County, Texas; and

WHEREAS, a default has been made in the covenants and conditions of the Reverse Mortgage in that the Mortgagors are now deceased; and

WHEREAS, the entire amount delinquent as of November 2, 2021 is \$229,121.78; and

WHEREAS, by virtue of the default, the Secretary has declared the entire amount of the indebtedness secured by the Reverse Mortgage 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 me as Foreclosure Commissioner, recorded on October 15, 2007 in Dallas County under Clerk's File Number 20070369306, notice is hereby given that on November 2, 2021, at 10:00 AM local time or no later than three hours thereafter, all real and personal property at or used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder:

**LOT 1, BLOCK 19, OF LAKE AIR ESTATES, SECTION SIX, A SUBDIVISION  
IN MCLENNAN COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT  
OF RECORD IN VOLUME 917, PAGE 507, OF THE DEED RECORDS OF  
MCLENNAN COUNTY, TEXAS.**

Commonly known as: 5308 LAKE HIGHLANDS DR, WACO, TX 76710.

The sale will be held in McLennan County, Texas at the following location: THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE COURTHOUSE ON WASHINGTON ST. OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or as designated by the County Commissioners Court.

The Secretary of Housing and Urban Development will bid \$229,121.78.

There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his prorated 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 \$22,912.18 in the form of a certified check or cashier's check made out to the Secretary of HUD. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of \$22,912.18 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 highest bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date 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 extension 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 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 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 to 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 scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the Secretary of HUD, before public auction of the property is completed.

The amount that must be paid if the mortgage is to be paid in full prior the scheduled sale is \$229,121.78, 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: October 6, 2021

L. Keller Mackie   
Foreclosure Commissioner  
Mackie Wolf Zientz & Mann, P.C.  
Parkway Office Center, Suite 900  
14160 Dallas Parkway  
Dallas, TX 75254  
(214) 635-2650  
(214) 635-2686 Fax



RECEIVED 11:37 AM  
OCT 08 2021  
J.A. "ANDY" HARWELL, COUNTY CLERK  
McLENNAN COUNTY, TEXAS

## Notice of Foreclosure Sale

**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.**

1. *Property to Be Sold.* The property to be sold is described as follows: BEING A 0.344 ACRE TRACT OF LAND, BEING A PART OF LOT TWO (2) AND A PART OF LOT FOUR (4) IN BLOCK SIX (6) OF THE ORIGINAL TOWN OF ROBINSONVILLE, McLENNAN COUNTY, TEXAS, PLAT OF SAID ADDITION RECORDED IN VOLUME "T" PAGE 115 OF THE McLENNAN COUNTY, TEXAS, DEED RECORDS, SAID TRACT BEING A PART OF THAT 0.991 ACRE TRACT OF LAND CONVEYED TO JOHN ALEMAN AND WIFE, EUGENIA ALEMAN BY DEED DATED NOVEMBER 16, 1982 AND RECORDED IN VOLUME 1426, PAGE 535 OF McLENNAN COUNTY, TEXAS DEED RECORDS.

BEGINNING AT AN IRON PIN IN THE NORTH LINE OF WEST WARD STREET, AT THE SOUTHEAST CORNER OF SAID 0.991 ACRE TRACT FOR THE SOUTHEAST CORNER OF THIS,

THENCE SOUTH 62 DEGREES WEST 100 FT., WITH THE NORTH LINE OF SAID WARD STREET THE SOUTH LINE OF SAID 0.991 ACRE TRACT IN THE SOUTH LINE OF SAID LOT FOUR (4) AND LOT TWO (2) TO AN IRON PIN FOR THE SOUTHWEST CORNER OF THIS,

THENCE NORTH 28 DEGREES 37 MINUTES 30 WEST 150 FT., TO AN IRON PIN IN THE NORTH LINE OF SAID 0.991 ACRE TRACT FOR THE NORTHWEST CORNER OF THIS,

THENCE NORTH 62 DEGREES EAST 100 FT., WITH THE NORTH LINE OF SAID 0.991 ACRE TRACT TO AN IRON PIN AT ITS NORTHEAST CORNER FOR THE NORTHEAST CORNER OF THIS,

THENCE SOUTH 28 DEGREES 37 MINUTES 30 EAST 150.0 FT., WITH THE EAST LINE OF SAID 0.991 ACRE TRACT TO THE POINT OF BEGINNING. BEING THE SAME TRACT OF LAND CONVEYED TO JOSEPHINE CASTILLEJA BY WARRANTY DEED RECORDED IN VOL. 1574 PAGE 181 DEED RECORDS, McLENNAN COUNTY, TEXAS.

Being the property located at 201 West Ward Street, Robinson, Texas 76706, together with all improvements, fixtures, and appurtenances thereto.

2. *Instrument to Be Foreclosed.* The instrument to be foreclosed is the *Deed of Trust* recorded under Clerk's File Number 2009011143, Official Public Records of McLennan County, Texas.

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

Date: November 2, 2021

Time: The sale of the Property will be held between the hours of 10:00 a.m. and 4:00 p.m. local time; the earliest time at which the foreclosure sale will begin is 10:00 a.m. and not later than three hours thereafter.

Place: McLennan County Courthouse in Waco, Texas, at the following location:  
At the top of the outside steps to the second floor in front of the McLennan County Courthouse on Washington Avenue, Waco, McLennan County, 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*. The reposting or refiled 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 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 nature and extent of such matters, if any.

Pursuant to the deed of trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the *Texas Property Code*, the property will be sold "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*, the trustee or any substitute 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. This sale will be conducted subject to the right of rescission contained in section 51.016 of the *Texas Property Code*.

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 William A. Carter, Jr. and Kimberly D. Carter. The real property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust.

6. *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of \$105,300.00, executed by William A. Carter, Jr. and Kimberly D. Carter, and payable to the order of Alliance Bank Central Texas; and (b) all renewals and extensions of the note. Alliance Bank Central Texas 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, Alliance Bank Central Texas.

7. *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.

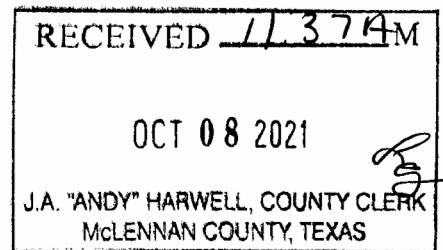
**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

Dated October 8, 2021.



---

WALT FAIR, Trustee  
Attorney for Alliance Bank Central Texas  
State Bar Number 06781800  
1508 North Valley Mills Drive  
Waco, Texas 76710  
Telephone: (254) 772-6400  
Telecopier: (254) 772-6432



## Notice of Foreclosure Sale

**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.**

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

Tract One:

BEING Lot Three (3) in the Billington Subdivision to the City of Waco, McLennan County, Texas, as per plat thereof recorded in Volume 682, Page 494, Deed Records of McLennan County, Texas.

Tract Two:

BEING the northeast half of Lot Two (2) of the Billington Subdivision to the City of Waco, McLennan County, Texas, and described by metes and bounds as follows:

BEGINNING at a stake in the northeast corner of Lot Two (2) aforesaid for the northeast corner of this;

THENCE in a southerly direction along the east line of Lot Two (2) 150 feet to stake in the southeast corner thereof for southeast corner of this;

THENCE in a westerly direction along the south line of Lot Two (2) 37 1/2 feet to stake for corner;

THENCE in a northerly direction parallel to the east line of Lot Two (2) 150 feet to stake in the north line of Lot Number Two (2) and the south line of Denison Drive;

Thence in an easterly direction along the south line of Denison Drive and the north line of Lot Two (2) 37 1/2 feet to place of beginning; and being the same property conveyed to G.C. Rasner and wife, Doris A. Rasner by Rose Lee Benad by Warranty Deed dated August 6, 1977, recorded in Volume 1263, Page 357, McLennan County Deed Records.

Being the property located at 102 West Denison Drive, Robinson, Texas 76706 together with all improvements, fixtures, and appurtenances thereto.

2. *Instrument to Be Foreclosed.* The instrument to be foreclosed is the *Deed of Trust* recorded under Clerk's File Number 2009011144, Official Public Records of McLennan County, Texas.

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

Date: November 2, 2021

Time: The sale of the Property will be held between the hours of 10:00 a.m. and 4:00 p.m. local time; the earliest time at which the foreclosure sale will begin is 10:00 a.m. and not later than three hours thereafter.

Place: McLennan County Courthouse in Waco, Texas, at the following location:  
At the top of the outside steps to the second floor in front of the McLennan County Courthouse on Washington Avenue, Waco, McLennan County, 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*. The reposting or refiled 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 their bid immediately in cash if their bid is accepted.

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Pursuant to the deed of trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the *Texas Property Code*, the property will be sold "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*, the trustee or any substitute 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. This sale will be conducted subject to the right of rescission contained in section 51.016 of the *Texas Property Code*.

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 William A. Carter, Jr. and Kimberly D. Carter. The real property and personal property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust.

6. *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of \$105,300.00, executed by William A. Carter, Jr. and Kimberly D. Carter, and payable to the order of Alliance Bank Central Texas; and (b) all renewals and extensions of the note. Alliance Bank Central Texas 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, Alliance Bank Central Texas.

7. *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.

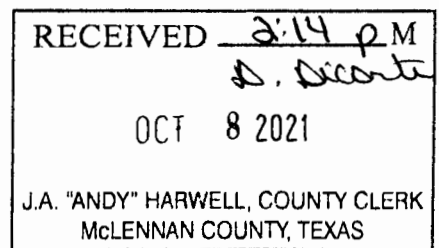
**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

Dated October 8, 2021.



---

WALT FAIR, Trustee  
Attorney for Alliance Bank Central Texas  
State Bar Number 06781800  
1508 North Valley Mills Drive  
Waco, Texas 76710  
Telephone: (254) 772-6400  
Telecopier: (254) 772-6432



**NOTICE OF TRUSTEE'S SALE**

Date: October 6, 2021

Trustee: John Malone

Trustee's Address: 5400 Bosque Blvd., Ste. 308, Waco, Texas 76710

Mortgagee: Genco Federal Credit Union

**Note:**

Date: June 18, 2008

Principal Amount: \$57,000.00

Borrower: Richard Barcomb and Sandra Barcomb

Mortgagee: Genco Federal Credit Union

**Deed of Trust:**

Date: June 18, 2008

Grantor: Richard Barcomb and Sandra Barcomb

Mortgagee: Genco Federal Credit Union

Recording Information: Instrument #2008019785 in the Official Public Records of McLennan County, Texas

Property: See attached Exhibit A, and more commonly known as: 199 Hirsch Dairy Road, Waco, Texas 76706

County: McLennan

Date of Sale: November 2, 2021

Time of Sale: 1:00 p.m. or within three hours thereafter

Place of Sale: At the top of the front steps of the McLennan County Court house in Waco, 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.

John Malone is the Trustee under the Deed of Trust. Mortgagee has instructed Trustee to offer the Property for sale toward the satisfaction of the Note.

Notice is given that on the Date of Sale, Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "AS IS." THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE FOR THE PERSONAL PROPERTY IN THIS DISPOSITION. The sale will begin at the Time of Sale or not later than three hours there after. This sale will be conducted subject to the right of rescission contained in section 51.016 of the Texas Property Code.

*John Malone*

JOHN MALONE, TRUSTEE (254) 772-3722

EXHIBIT "A"

TRACT I: (FEE SIMPLE TRACT)

BEING ALL OF THAT TRACT OF LAND IN MCLENNAN COUNTY, TEXAS, OUT OF THE CARLOS O'CAMPO GRANT, BEING A PART OF THAT CALLED 5.46 ACRES DESCRIBED IN A DEED TO ROBERT K. GAINES AND WIFE, GAYLE GAINES RECORDED IN VOLUME 164, PAGE 554 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS, AND BEING OUT OF THAT CALLED 190 ACRES DESCRIBED IN A DEED TO JAMES F. ROBERTS RECORDED IN VOLUME 522, PAGE 470 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH STEEL ROD SET IN THE NORTHEAST LINE OF SAID 5.46 ACRES BEARING SOUTH 32 DEGREES 01 MINUTES 00 SECONDS EAST, 124.81 FEET FROM A 1/2 INCH STEEL ROD SET FOR THE NORTH CORNER OF SAID 5.46 ACRES;

THENCE, SOUTH 32 DEGREES 01 MINUTES 00 SECONDS EAST WITH SAID LINE AND A FENCE, 178.52 FEET TO A 1/2 INCH STEEL ROD SET FOR THE EAST CORNER OF SAID 5.46 ACRES;

THENCE, SOUTH 58 DEGREES 13 MINUTES 00 SECONDS WEST, 143.33 FEET TO A 1/2 INCH STEEL ROD SET FOR CORNER;

THENCE, SOUTH 38 DEGREES 57 MINUTES 00 SECONDS WEST, 84.72 FEET TO A 1/2 INCH STEEL ROD SET FOR CORNER;

THENCE, SOUTH 56 DEGREES 15 MINUTES 00 SECONDS WEST, 21.68 FEET TO A 1/2 INCH STEEL ROD SET FOR CORNER;

THENCE, NORTH 27 DEGREES 09 MINUTES 49 SECONDS WEST, 206.96 FEET TO A 1/2 INCH STEEL ROD SET FOR CORNER;

THENCE, NORTH 57 DEGREES 59 MINUTES 00 SECONDS EAST, 227.59 FEET TO THE POINT OF BEGINNING, CONTAINING 1.000 ACRES OF LAND, MORE OR LESS.

TRACT II: (THIRTY (30) FEET WIDE INGRESS/EGRESS EASEMENT)

BEGIN AN EASEMENT HAVING A WIDTH OF 30 FEET IN MCLENNAN COUNTY, TEXAS, OUT OF THE CARLOS O'CAMPO GRANT, BEING PART OF THAT CALLED 5.46 ACRES DESCRIBED IN A DEED TO ROBERT K. GAINES AND WIFE, GAYLE GAINES RECORDED IN VOLUME 164, PAGE 554 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS, AND BEING OUT OF THAT CALLED 190 ACRES DESCRIBED IN A DEED TO JAMES F. ROBERTS RECORDED IN VOLUME 522, PAGE 470 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH STEEL ROD SET IN THE SOUTHEAST LINE OF SAID 5.46 ACRES AND IN THE NORTHEAST LINE OF F. M. 434 AT THE EAST CORNER OF THAT CALLED 0.16 ACRES DESCRIBED IN A DEED TO THE STATE OF TEXAS, RECORDED IN VOLUME 1312, PAGE 361 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS;

THENCE, NORTH 31 DEGREES 39 MINUTES 04 SECONDS WEST WITH SAID LINE OF F. M. 434, 30.86 FEET TO A POINT FOR CORNER;

THENCE, NORTH 71 DEGREES 53 MINUTES 00 SECONDS EAST, 379.17 FEET TO A POINT FOR CORNER;

THENCE, NORTH 56 DEGREES 15 MINUTES 00 SECONDS EAST, 99.89 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 27 DEGREES 09 MINUTES 49 SECONDS WEST, 30.20 FEET TO A 1/2 INCH STEEL ROD SET FOR CORNER;

THENCE, SOUTH 56 DEGREES 15 MINUTES 00 SECONDS WEST, 100.54 FEET TO A 1/2 INCH STEEL ROD SET FOR CORNER;

THENCE, SOUTH 71 DEGREES 53 MINUTES 00 SECONDS WEST, 376.06 FEET TO THE POINT OF BEGINNING.



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OCT 11 2021

J.A. "ANDY" HARWELL, COUNTY CLERK  
MCLENNAN COUNTY, TEXAS

## Notice of Foreclosure Sale

**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.**

1. *Property to Be Sold.* The property to be sold is described as follows: BEING Lot Seventeen (17) in Block Two (2) of the Grace-Carroll Addition to the City of Waco, McLennan County, Texas, as per plat of said addition recorded in Volume 684, Page 446, McLennan County Deed Records and being the property located at 1905 Irving Lee Street, Waco, Texas 76711-2051, together with all improvements, fixtures, and appurtenances thereto.

2. *Instrument to Be Foreclosed.* The instrument to be foreclosed is the *Deed of Trust* recorded under Clerk's File Number 2017023350, Official Public Records of McLennan County, Texas.

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

Date: November 2, 2021

Time: The sale of the Property will be held between the hours of 10:00 a.m. and 4:00 p.m. local time; the earliest time at which the foreclosure sale will begin is 10:00 a.m. and not later than three hours thereafter.

Place: McLennan County Courthouse in Waco, Texas, at the following location: At the top of the outside steps to the second floor in front of the McLennan County Courthouse - 501 Washington Avenue, Waco, Texas 76701.

The deed of trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the *Texas Property Code*. The reposting or refiled 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 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 nature and extent of such matters, if any.

Pursuant to the deed of trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the *Texas Property Code*, the property will be sold "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*, the trustee or any substitute 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. This sale will be conducted subject to the right of rescission contained in section 51.016 of the *Texas Property Code*.

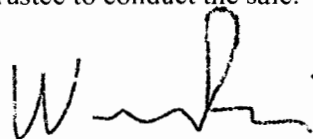
5. *Type of Sale.* The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by J. Vidal Juarez Echeverria and wife, Maria de las Nieves Almanza Zuniga. The real property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust.

6. *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to the promissory note in the original principal amount of \$89,900.00, executed by J. Vidal Juarez Echeverria and wife, Maria de las Nieves Almanza Zuniga, and payable to the order of Kalos Properties, LLC, a Texas limited liability company, which 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, Kalos Properties, LLC, a Texas limited liability company.

7. *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 substitute trustee to conduct the sale.

Dated October 11, 2021.



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WALT FAIR, Trustee  
Attorney for Kalos Properties, LLC  
State Bar Number 06781800  
1508 North Valley Mills Drive  
Waco, Texas 76710  
Telephone: (254) 772-6400  
Telecopier: (254) 772-6432  
walt@waltfairpllc.com

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OCT 12 2021  
J.A. "ANDY" HARWELL, COUNTY CLERK  
MCLENNAN COUNTY, TEXAS

**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. Sender is: Codilis & Moody, P.C., 400 North Sam Houston Parkway East, Suite 900A, Houston, Texas 77060**

**INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION**

Deed of Trust dated October 26, 2007 and recorded under Clerk's File No. 2007043973, in the real property records of MCLENNAN County Texas, with Gwendolyn J Moore, a single person as Grantor(s) and Wells Fargo Bank, N.A. as Original Mortgagee.

Deed of Trust executed by Gwendolyn J Moore, a single person securing payment of the indebtedness in the original principal amount of \$154,500.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by Gwendolyn J Moore. Nationstar Mortgage LLC d/b/a Champion Mortgage Company is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan. Nationstar Mortgage LLC d/b/a Champion Mortgage Company is acting as the Mortgage Servicer for the Mortgagee. Nationstar Mortgage LLC d/b/a Champion Mortgage Company, is representing the Mortgagee, whose address is: 8950 Cypress Waters Blvd, Coppell, TX 75019.

**Legal Description:**

**LOT 4, BLOCK FOUR, FAIN ESTATES, PART ONE, CITY OF ROBINSON, MCLENNAN COUNTY, TEXAS, ACCORDING TO MAP OR PLAT OF THEREOF RECORDED IN VOLUME 810, PAGE(S) 452 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS.**

**SALE INFORMATION**

**Date of Sale: 11/02/2021**

**Earliest Time Sale Will Begin: 10:00 AM**

**Location of Sale:** The place of the sale shall be: MCLENNAN County Courthouse, Texas at the following location: The top of the outside steps to the second floor in front of the McLennan 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

**TERMS OF SALE**

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

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. Pursuant to the Deed of Trust, the mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. **Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "AS IS," "WHERE IS" condition, without any express or implied warranties, except as to the warranties of title, if any, provided for under the Deed of Trust.**



The sale will begin at the earliest time stated above, or within three (3) hours after that time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is:  
Codilis & Moody, P.C.  
400 N. Sam Houston Pkwy E, Suite 900A  
Houston, TX 77060  
(281) 925-5200



Donna Stockman, David Stockman, Brenda Wiggs, Guy Wiggs, Michelle Schwartz,  
Kathy Arrington, Janet Pinder, Thomas Delaney, Danya Gladney, Aaron Demuth,  
Codilis & Moody, P.C., or ServiceLink Agency Sales And Posting, as Substitute Trustee

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OCT 12 2021  
J.A. "ANDY" HARWELL, COUNTY CLERK  
MCLENNAN COUNTY, TEXAS

**NOTICE OF FORECLOSURE SALE**

STATE OF TEXAS       §  
                                      §  
COUNTY OF MCLENNAN §

This Notice of Foreclosure Sale is executed as of the date set forth below with respect to the following:

Senior Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing Statement (as amended, restated, modified, supplemented or assigned, the "**Deed of Trust**"):

Dated:                               July 25, 2017

Grantor:                             MS WACO DE, LLC, a Delaware limited liability company

Beneficiary:                       WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION (formerly known as Wells Fargo Bank Northwest, N.A.), as Trustee of the Mainstreet (Senior Note) CTL Pass-Through Trust

Original Trustee:                 Joshua L. Lebar

Recorded:                         August 1, 2017, as Document No. 2017024804, in the Official Public Records of McLennan County, Texas

Secures:                            \$70,000,000 5.00% Series A, Senior Secured Note dated of even date with the Deed of Trust, in the original principal amount of \$70,000,000, executed by Grantor, MS Aurora DE, LLC, a Delaware limited liability company, MS Fort Collins DE, LLC, a Delaware limited liability company, and MS Phoenix DE, LLC, a Delaware limited liability company (as amended, restated, modified, supplemented or assigned, the "**Note**")

Beneficiary's Address:           299 South Main Street  
  5th Floor  
  MAC: U1228-051  
  Salt Lake City, Utah 84111

Property:                          The real property described in Exhibit A attached hereto, together with all buildings, structures, improvements and appurtenances, building material, building equipment and fixtures, the tenements, hereditaments, easements, rights of way, rights, privileges and appurtenances to said land, belonging or in anywise appertaining thereto, all accessions, parts and appurtenances appertaining or attached thereto and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to any and all thereof, and together with all rents, income, revenues, awards, issues and profits thereof, and the right to make claim for, collect, receive and receipt for any and all of such rents, income, revenues, awards, issues and profits arising

therefrom or in connection therewith and all other property and rights thereto described in the Deed of Trust, or related security agreements.

Substitute Trustee Donna Stockman, David Stockman, Brenda Wiggs, Guy Wiggs, Michelle Schwartz, Janet Pinder or Kathy Arrington

Substitute Trustee's Address c/o Munsch Hardt Kopf & Harr, P.C.  
500 N. Akard St., Suite 3800  
Dallas, TX 75201  
Attn: Michael A. Krywucki

**Foreclosure Sale: (the "Foreclosure Sale")**

Date: Tuesday, November 2, 2021

Time: The Foreclosure Sale will take place between the hours of 10:00 a.m. and 1:00 p.m. local time; the earliest time at which the Foreclosure Sale will begin is 10:00 a.m., local time.

Place: The top of the outside steps to the second floor in front of the courthouse on Washington St. (or another location as designated by the McLennan County Commissioners Court pursuant to § 51.002 of the Texas Property Code)

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 Beneficiary's bid may be credited against the outstanding indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of such default(s), Beneficiary, the owner and holder of the Note, has requested that Substitute Trustee sell the Property at the Foreclosure Sale.

The Deed of Trust encumbers both real and personal property. Formal notice is hereby given of Beneficiary's election to proceed against and sell both the real property and any equipment, personalty, fixtures, contracts, accounts, leases and other tangible and intangible property described in the Deed of Trust or any related security agreements in accordance with Beneficiary's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time and Place of the Foreclosure Sale described above, Substitute Trustee will sell the Property by public sale to the highest bidder in accordance with the Deed of Trust.

[SIGNATURE PAGE FOLLOWS]

WITNESS MY HAND this 11 day of October, 2021.

Donna Stockman

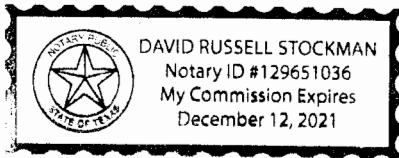
~~Donna Stockman, David Stockman, Brenda Wiggs, Guy Wiggs, Michelle Schwartz, Janet Pinder or Kathy Arrington~~  
c/o Munsch Hardt Kopf & Harr, P.C.  
500 North Akard Street, Suite 3800  
Dallas, Texas 75201  
Attn: Michael A. Krywucki, Esq.

STATE OF TEXAS

COUNTY OF Parker §  
§  
§

I, the undersigned Notary Public, do hereby certify that Donna Stockman, David Stockman, Brenda Wiggs, Guy Wiggs, Michelle Schwartz, Janet Pinder or Kathy Arrington personally appeared before me this day and acknowledged that he/she is the Substitute Trustee duly appointed by Beneficiary, and that by authority duly given, he/she executed the foregoing instrument in the above mentioned capacity, for the purposes and consideration set forth therein.

WITNESS my hand and official seal this the 10 day of October, 2021.



David Russell Stockman

Notary Public, State of Texas  
Commission Expires: 12-12-21  
Printed Name: David Russell Stockman

Exhibit A: Real Property Description

**EXHIBIT A**

**REAL PROPERTY DESCRIPTION**

Lot 12 in Block 1 of the Legends Crossing Addition, an addition to the City of Waco, McLennan County, Texas, according to the plat recorded under County Clerk's File Number 2014003866 of the Official Public Records of McLennan County, Texas.