

NOTICE OF [SUBSTITUTE] TRUSTEE'S 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 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. Date, Time, and Place of Sale.

DATE: March 3, 2026

TIME: 11:00 AM

PLACE: The atrium on the 1st floor of the County Administration Building, 200 South Texas Avenue, Bryan, Texas, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioners Court

- 2. Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash. 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 50.009 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.
- 3. Instrument to be Foreclosed.** The instrument to be foreclosed is the Deed of Trust or Contract Lien dated February 13, 2024 and recorded as Instrument Number 1521721 and in Book 19051 at Page 1, real property records of Brazos County, Texas.
- 4. Obligations Secured.** Deed of Trust or Contract Lien executed by MONICA GARCIA AND CHARLES AUGUSTA LANGSTON, JR., securing the payment of the indebtedness in the original principal amount of \$292,503.00, and obligations therein described including by not limited to the promissory note; and all modifications renewals and extensions of the promissory note. Village Capital & Investment LLC is the current mortgagee of the note and deed of trust or contract lien.
- 5. Default.** A default has occurred in the payment of indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness.
- 6. Property to be Sold.** The property to be sold is described as follows:
All that certain lot, tract or parcel of land lying and situated in Brazos County, Texas, being Lot One Hundred Forty-Eight (148), Block Fourteen (14), Edgewater Subdivision - Phase 5, City of Bryan, according to the plat recorded in Volume 17809, Page 249, Official Records of Brazos County, Texas.
- 7. Mortgage Servicer 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 Services is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the property referenced above. Village



Capital & Investment LLC as Mortgage Servicer, is representing the current mortgagee, whose address is:

**2460 Paseo Verde Parkway
Suite 110
Henderson, Nevada 89074**

8. **Appointment of Substitute Trustee.** In accordance with Texas Property Code Sec. 51.0076, the undersigned authorized agent for the mortgage servicer has named and appointed, and by these presents does name and appoint Jennifer Hooper, Agency Sales and Posting, LLC, whose address is c/o Brock & Scott, 4225 Wingren Drive, Suite 105, Irving, TX 75602, Substitute Trustee to act under and by virtue of said Deed of Trust.
9. **Limitation of Damages.** If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's attorney.

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.

Date: 1/6/2026


Jennifer Hooper

Certificate of Posting

I am Pete Flarez whose address is 7500 Dallas Pkwy #200. I declare under penalty of perjury that on 1-8-26 I filed this Notice of [Substitute] Trustees Sale at the office of the Brazos County Clerk and caused it to be posted at the location directed by the Brazos County Commissioners Court.

Declarant's Name: Pete Flarez
Date: 1-8-26

P.S. George
2026 JAN -8 A 11:36
FILED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE AND
APPOINTMENT OF SUBSTITUTE TRUSTEES**

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

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

DATE: January 8, 2026

NOTE: Note described as follows:

Date: January 17, 2018
Maker: Carolyn J. Kemp
Payee: NewRez LLC d/b/a Shellpoint Mortgage Servicing successor to original lender
Original Principal Amount: \$96,200.00

DEED OF TRUST: Deed of Trust described as follows:

Date: January 17, 2018
Grantor: Carolyn J. Kemp, a single woman
Trustee: Thomas E. Black Jr.
Beneficiary: NewRez LLC d/b/a Shellpoint Mortgage Servicing successor to original lender
Recorded: INSTRUMENT NO. 1319728, WHICH WAS RECORDED IN THE REAL PROPERTY RECORDS OF BRAZOS COUNTY, TEXAS.

LENDER: NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING

BORROWERS: CAROLYN J. KEMP

PROPERTY: The property described as follows:

THE PROPERTY LOCATED IN BRAZOS COUNTY, TEXAS, INCLUDING PERSONAL PROPERTY, IF ANY, AS DESCRIBED IN THE DEED OF TRUST AND

IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, together with all buildings, structures, fixtures and improvements thereon and any and all appurtenances and rights thereto, ***SAVE AND EXCEPT ANY AND ALL LOTS OR PORTIONS THEREOF THAT HAVE BEEN RELEASED OF RECORD BY THE HOLDER OF THE DEED OF TRUST.***

SUBSTITUTE TRUSTEE: KATHLEEN ADKINS, REID RUPLE, EVAN PRESS, MICHAEL KOLAK, CRYSTAL KOZA, CARY CORENBLUM, JOSHUA SANDERS, AMY BEAULIEU, AMY OIAN, MATTHEW HANSEN, JAMI GRADY, ALEENA LITTON, AUCTION.COM LLC, PETE FLOREZ, FLORENCE ROSAS, SHARON ST. PIERRE, AND DAVID GARVIN

Substitute Trustee's Mailing Address:

c/o SettlePou
3333 Lee Parkway, Eighth Floor
Dallas, Texas 75219

DATE AND TIME OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:

MARCH 3, 2026, the first Tuesday of the month, to commence at 10:00 A.M., or within three (3) hours after that time.

PLACE OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:

In BRAZOS County, Texas, at THE BRAZOS COUNTY ADMINISTRATION BUILDING, 200 SOUTH TEXAS AVENUE, BRYAN, TEXAS 77803 OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE.

RECITALS

Lender, the owner and holder of the Note and the Deed of Trust lien under Texas Property Code Section 51.002, has requested that Substitute Trustee sell the Property according to the terms of the Deed of Trust and applicable law due to a default in the payment of the Note and/or in the performance of the obligations under the Deed of Trust that secures the Note.

Formal notice is now given of Lender's election to proceed against and sell the real property described in the Deed of Trust, consistent with the Lender's rights and remedies under the Deed of Trust and applicable law.

Therefore, notice is given that on the Date and Time of Substitute Trustee's Sale of Property and at the Place of Substitute Trustee's Sale of Property, I, as Substitute Trustee, or any other substitute trustee Lender may appoint, will sell the Property by public sale to the highest bidder for cash or acceptable certified funds, according to the Deed of Trust and applicable law. The sale and conveyance of the Property will be subject to all matters of record applicable to the Property that are superior to the Deed of Trust and to any permitted exceptions to title described in the Deed of Trust. Substitute Trustee has not made and will not make any covenants,

representations, or warranties about the Property other than providing the successful bidder at the sale with a deed to the Property containing any warranties of title required by the Deed of Trust. The Property will be sold AS IS, WHERE IS, AND WITH ALL FAULTS.

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 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 PETITIONER OR PETITIONER'S ATTORNEY IMMEDIATELY.

APPOINTMENT OF SUBSTITUTE TRUSTEE

DEED OF TRUST: Deed of Trust described as follows:

Date: January 17, 2018
Grantor: Carolyn J. Kemp, a single woman
Trustee: Thomas E. Black Jr.
Beneficiary: NewRez LLC d/b/a Shellpoint Mortgage Servicing successor to original lender
Recorded: INSTRUMENT NO. 1319728, WHICH WAS RECORDED IN THE REAL PROPERTY RECORDS OF BRAZOS COUNTY, TEXAS.

PROPERTY: The property described as follows:

THE PROPERTY LOCATED IN BRAZOS COUNTY, TEXAS, INCLUDING PERSONAL PROPERTY, IF ANY, AS DESCRIBED IN THE DEED OF TRUST AND IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, together with all buildings, structures, fixtures and improvements thereon and any and all appurtenances and rights thereto, ***SAVE AND EXCEPT ANY AND ALL LOTS OR PORTIONS THEREOF THAT HAVE BEEN RELEASED OF RECORD BY THE HOLDER OF THE DEED OF TRUST.***

SUBSTITUTE TRUSTEE: KATHLEEN ADKINS, REID RUPLE, EVAN PRESS, MICHAEL KOLAK, CRYSTAL KOZA, CARY CORENBLUM, JOSHUA SANDERS, AMY BEAULIEU, AMY OIAN, MATTHEW HANSEN, JAMI GRADY, ALEENA LITTON, AUCTION.COM LLC, PETE FLOREZ, FLORENCE ROSAS, SHARON ST. PIERRE, AND DAVID GARVIN

Substitute Trustee's Mailing Address:

c/o SettlePou
3333 Lee Parkway, 8th Floor
Dallas, Texas 75219

Each Substitute Trustee is appointed effective as of JANUARY 8, 2026, pursuant to Texas Property Code § 51.0075 to succeed to all title, powers, and duties of the original or successor trustees under the Deed of Trust.

Appointment of Substitute Trustees:

By: Lillian Riley

Name: Lillian A. Riley, Attorney for NewRez.
LLC d/b/a Shellpoint Mortgage Servicing

THE STATE OF TEXAS

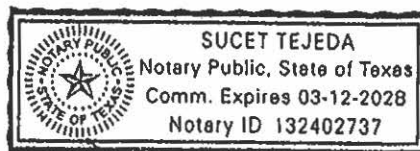
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COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day appeared Lillian A. Riley, and after being by me duly sworn, stated that they executed the foregoing instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on January 8th, 2026.

[Signature]
Notary Public, State of Texas



Notice of Sale executed by:

David Garvin

Name: David Garvin

Substitute Trustee

EXHIBIT A

TRACT ONE:

BEING ALL THAT CERTAIN 0.5067 ACRE TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE STEPHEN JONES SURVEY, ABSTRACT NO. 27, BRAZOS COUNTY, TEXAS AND BEING THE SOUTHWESTERLY ONE HALF OF A CERTAIN ONE ACRE TRACT DESCRIBED BY INSTRUMENT FROM CHARLIE SMITH TO ZYLPHANA WILCOX AND TOMMIE L. MAXIE BY INSTRUMENT DATED JANUARY 9, 1941, RECORDED IN VOLUME 106, PAGE 295, DEED RECORDS OF BRAZOS COUNTY, TEXAS AND BEING THAT SAME TRACT CONVEYED TO HATTIE MAE KEMP BY INSTRUMENT RECORDED IN VOLUME 205, PAGE 485, DEED RECORDS OF BRAZOS COUNTY, TEXAS, SAID 0.5067 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8 INCH IRON ROD SET AT A VERY OLD EXISTING FENCE CORNER MARKING THE WEST CORNER OF SAID ONE ACRE TRACT CHARLIE SMITH TRACT AND SAID ONE ACRE TRACT CONVEYED TO HATTIE MAE KEMP, DESCRIBED IN VOLUME 205, PAGE 485, DEED RECORDS OF BRAZOS COUNTY, TEXAS AND MARKING A REENTRANT CORNER OF AN ANGLE IN STOCKTON ROAD 0.3604 ACRE TRACT;

THENCE N 45° 00' 00" E WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF SAID STOCKTON ROAD (BEING A PUBLICLY TRAVELED ROAD FACILITATING ACCESS FORM SEVERAL FAMILIES) A DISTANCE OF 42.38 FEET PASS AN ANGLE CORNER OF STOCKTON ROAD AT ITS TERMINUS WITH THIS PROPERTY LINE A TOTAL DISTANCE OF 52.08 FEET TO A 3/8 INCH IRON ROD SET MARKING THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT IN THE SOUTHEASTERLY LINE OF THE MAMIE THOMAS TRACT DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 117, PAGE 254 AND VOLUME 133, PAGE 51, DEED RECORDS OF BRAZOS COUNTY, TEXAS AND ALSO MARKING THE WEST CORNER OF THE CAROLYN KEMP 0.5067 ACRE TRACT DESCRIBED IN VOLUME 7601, PAGE 209, OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE S 44° 33' 05" E WITH THE MIDLINE OF SAID ONE ACRE TRACT AND THE NORTHEAST BOUNDARY OF THIS 0.5067 ACRE TRACT AND THE SOUTHWESTERLY BOUNDARY OF THE CAROLYN KEMP ADJOINING 0.5067 ACRETRACT DESCRIBED BY INSTRUMENT IN VOLUME 7601, PAGE 209, OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS A TOTAL DISTANCE OF 423.85 FEET TO A 3/8 INCH IRON ROD SET MARKING THE EAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE SOUTH CORNER OF SAID ADJOINING KEMP 0.5067 ACRE TRACT IN THE NORTHWESTERLY BOUNDARY OF THE BEVERLY ELLIS TRACT DESCRIBED BY INSTRUMENT IN VOLUME 2623, PAGE 133, OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE S 45° 00' 00" W WITH THE NORTHWESTERLY BOUNDARY OF SAID ELLIS TRACT A DISTANCE OF 52.08 FEET TO A 3/8 INCH IRON ROD SET AT A VERY OLD FENCE POST AT THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT AND MARKING THE EAST CORNER OF THE LARRY EASLEY 1.00 ACRE TRACT DESCRIBED IN VOLUME 1131, PAGE 82, OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE N 44° 33' 05" W WITH AN OLD FENCE LINE AND WITH THE SOUTHWESTERLY BOUNDARY OF SAID 1.00 ACRE TRACT AND THIS TRACT PASSING THE MOST EASTERLY TERMINUS OF STOCKTON ROAD CONTAINING 0.3604 ACRE TRACT AT 223.85 FEET AND CONTINUING WITH THE

NORTHEASTERLY RIGHT OF WAY LINE OF SAID STOCKTON ROAD A DISTANCE OF 423.85 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.5067 ACRES OF LAND, MORE OR LESS.

TRACT TWO - EASEMENT:

BEING A 0.3604 ACRE TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE STEPHEN JONES SURVEY,

ABSTRACT NO. 27, BRAZOS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTHEAST BOUNDARY OF THE ABOVE DESCRIBED 0.5067 ACRE TRACT LOCATED N 45° 00' 00" E A DISTANCE OF 42.38 FEET FROM THE ORIGINAL WESTERLY CORNER OF THE ABOVE DESCRIBED TRACT;

THENCE N 54° 12' 12" W WITH THE WESTERLY BOUNDARY OF THE MAMIE THOMAS TRACT A DISTANCE OF 287.05 FEET TO A FENCE CORNER AT THE WESTERLY CORNER OF SAID MAMIE THOMAS TRACT IN THE SOUTHEASTERLY RIGHT OF WAY OF HWY. NO. 60 (150 FT. RIGHT OF WAY);

THENCE S 45° 00' 00" W WITH THE SOUTHEAST RIGHT OF WAY LINE OF HWY. NO. 60 A DISTANCE OF 30.39 FEET TO A POST MARKING THE WEST CORNER OF SAID STOCKTON ROAD;

THENCE S 54° 12' 12" E WITH THE SOUTHWESTERLY RIGHT OF WAY LINE OF STOCKTON ROAD A DISTANCE OF 260.56 FEET TO A POST MARKING AN ANGLE CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE S 45° 00' 00" W A DISTANCE OF 37.75 FEET TO ANOTHER ANGLE POINT IN THIS ROAD AND MARKING THE NORTH CORNER OF THE R. T. SHERMAN (FRANKLIN) TRACT DESCRIBED IN INSTRUMENT IN VOLUME 171, PAGE 254, DEED RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE S 44° 33' 05" E PARALLEL TO THE SOUTHWEST BOUNDARY OF THE ABOVE DESCRIBED 0.5067 ACRE TRACT AND WITH THE EXISTING NORTHEAST LINE OF SAID SHERMAN TRACT A DISTANCE OF 226.16 FEET TO A POST AT THE SOUTH CORNER OF SAID ROAD RIGHT OF WAY;

THENCE N 45° 00' 00" E WITH THE NORTHWEST BOUNDARY OF SAID EASLEY TRACT A DISTANCE OF 30.20 FEET TO A POST AT THE NORTH CORNER OF SAID EASLEY TRACT IN THE SOUTHWEST BOUNDARY OF THE ABOVE DESCRIBED 0.5067 ACRE TRACT;

THENCE N 44° 33' 05" W WITH A FENCE LINE AND WITH THE NORTHEAST BOUNDARY OF SAID STOCKTON ROAD A DISTANCE OF 200.00 FEET TO A 3/8 INCH IRON ROD SET AT THE WEST CORNER OF SAID 0.5067 ACRE TRACT;

THENCE N 45° 00' 00" E WITH THE NORTHWESTERLY BOUNDARY OF THE ABOVE DESCRIBED 0.5067 ACRE TRACT A DISTANCE OF 42.38 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.3604 ACRES OF LAND, MORE OR LESS.

THE IMPROVEMENTS THEREON BEING KNOWN AS 9056 STOCKTON DRIVE, COLLEGE STATION, TEXAS - 77845.

NOTICE OF FORECLOSURE SALE

Property:

The Property to be sold is described as follows:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN BRAZOS COUNTY, TEXAS AND BEING LOT ELEVEN (11), BLOCK ONE (1), NORTH FOREST ESTATES, AN ADDITION TO THE CITY OF COLLEGE STATION, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 8640, PAGE 82, OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

Security Instrument:

Deed of Trust dated August 7, 2017 and recorded on August 7, 2017 as Instrument Number 2017-1305631 in the real property records of BRAZOS County, Texas, which contains a power of sale.

Sale Information:

March 03, 2026, at 10:00 AM, or not later than three hours thereafter, at the atrium on the first floor of the County Administration Building located at 200 South Texas Avenue, Bryan, Texas, or as designated by the County Commissioners Court.

Terms of Sale:

Public auction to highest bidder for cash. In accordance with Texas Property Code section 51.009, the Property will be sold as is, without any expressed or implied warranties, except as to warranties of title, and will be acquired by the purchaser at its own risk. In accordance with Texas Property Code section 51.0075, the substitute trustee reserves the right to set additional, reasonable conditions for conducting the sale and will announce the conditions before bidding is opened for the first sale of the day held by the substitute trustee.

Obligation Secured:

The Deed of Trust executed by FRED M TRUEX secures the repayment of a Note dated August 7, 2017 in the amount of \$306,850.00. AURORA FINANCIAL GROUP, INC., whose address is c/o RoundPoint Mortgage Servicing LLC, 446 Wrenplace Road, Fort Mill, SC 29715, is the current mortgagee of the Deed of Trust and Note and RoundPoint Mortgage Servicing LLC is the current mortgage servicer for the mortgagee. Pursuant to a servicing agreement and Texas Property Code section 51.0025, the mortgagee authorizes the mortgage servicer to administer the foreclosure on its behalf.

Substitute Trustee:

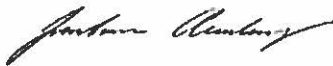
In accordance with Texas Property Code section 51.0076 and the Security Instrument referenced above, mortgagee and mortgage servicer's attorney appoint the substitute trustees listed below.



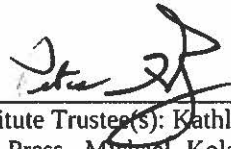
Substitute Trustee(s): Kathleen Adkins, Reid Ruple, Evan Press, Michael Kolak, Crystal Koza, Cary Corenblum, Joshua Sanders, Amy Beaulieu, Amy Oian, Matthew Hansen, Jami Grady, Aleena Litton, Pete Florez, Sheryl LaMont, Harriett Fletcher, Sharon St. Pierre, Jabria Foy, Heather Golden, Zachary Florez, Orlando Rosas, Bobby Brown, Kara Riley, Florence Rosas, Enrique Florez, Brian Hooper, Mike Jansta, Mike Hayward, Jay Jacobs, Auction.com, LLC, Dustin George

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.

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.



Miller, George & Suggs, PLLC
Jonathan Andring, Attorney at Law
Melissa Brown, Attorney at Law
Yuri Han, Attorney at Law
6080 Tennyson Parkway, Suite 100
Plano, TX 75024



Substitute Trustee(s): Kathleen Adkins, Reid Ruple, Evan Press, Michael Kolak, Crystal Koza, Cary Corenblum, Joshua Sanders, Amy Beaulieu, Amy Oian, Matthew Hansen, Jami Grady, Aleena Litton, Pete Florez, Sheryl LaMont, Harriett Fletcher, Sharon St. Pierre, Jabria Foy, Heather Golden, Zachary Florez, Orlando Rosas, Bobby Brown, Kara Riley, Florence Rosas, Enrique Florez, Brian Hooper, Mike Jansta, Mike Hayward, Jay Jacobs, Auction.com, LLC, Dustin George
c/o Miller, George & Suggs, PLLC
6080 Tennyson Parkway, Suite 100
Plano, TX 75024

Certificate of Posting

I, Pete Florez, declare under penalty of perjury that on the 15th day of January, 2026, I filed and posted this Notice of Foreclosure Sale in accordance with the requirements of BRAZOS County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).

Notice of Substitute Trustee's Sale

Notice Concerning Military Duty: Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately. Tex. Prop. Code § 51.002(i)

Deed of Trust Date: July 3, 2024	Original Mortgagor/Grantor: JASON DAVID SANDERS
Original Beneficiary / Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR CMG MORTGAGE, INC. DBA CMG HOME LOANS, ITS SUCCESSORS AND ASSIGNS	Current Beneficiary / Mortgagee: CMG MORTGAGE, INC. DBA CMG HOME LOANS
Recorded in: Volume: 19312 Page: 222 Instrument No: 1533420	Property County: BRAZOS
Mortgage Servicer: Cenlar FSB	Mortgage Servicer's Address: 425 Phillips Blvd, Ewing, New Jersey 08618-1430

* The mortgage servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

Secures: Note in the original principal amount of \$375,000.00, executed by JASON DAVID SANDERS and payable to the order of Lender.

Property Address/Mailing Address: 4005 ALFORD ST, COLLEGE STATION, TX 77845

Legal Description of Property to be Sold: LOT SEVENTEEN (17), BLOCK TWO (2), BRIDGEWOOD SUBDIVISION PHASE 2, CITY OF COLLEGE STATION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12756, PAGE 292, OFFICIAL RECORDS, BRAZOS COUNTY, TEXAS.

Date of Sale: March 03, 2026	Earliest time Sale will begin: 10:00 AM
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Place of sale of Property: Brazos County Administration Building, 200 South Texas Avenue, Bryan, TX 77803 OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE

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

Appointment of Substitute Trustee: Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust, the same is now wholly due. Because of that default, *CMG MORTGAGE, INC. DBA CMG HOME LOANS*, the owner and holder of the Note, has requested Auction.com, LLC whose address is 1 Mauchly Irvine, CA 92618 OR Tejas Corporate Services, LLC whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, to sell the property. The Trustee(s) has/have been appointed Substitute Trustee in the place of the original trustee, in the manner authorized by the deed of trust.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that *CMG MORTGAGE, INC. DBA CMG HOME LOANS* bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.



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

Pursuant to section 51.0075(a) of the Texas Property Code, Auction.com, LLC whose address is 1 Mauchly Irvine, CA 92618 OR Tejas Corporate Services, LLC whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Auction.com, LLC whose address is 1 Mauchly Irvine, CA 92618 OR Tejas Corporate Services, LLC whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, Trustee.

Limitation of Damages: If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the funds paid. The purchaser shall have no further recourse against Mortgagor, the Mortgagee, or the Mortgagee's attorney.

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

/s/Joseph Vacek

Joseph Vacek

Attorney for Cenlar Federal Savings Bank

State Bar No.: 24038848

jvacek@raslg.com

Robertson, Anschutz, Schneid, Crane & Partners,

PLLC / Attorney for Mortgagee

5601 Executive Dr, Suite 400

Irving, TX 75038

Telephone: 817-873-3080

Facsimile: (817)796-6079

P.S. Gage
2026 JAN 22 P 3:41
FEB

NOTICE OF SUBSTITUTE TRUSTEE'S SALEJanuary 22, 2026 (the "Effective Date")

STATE OF TEXAS

COUNTY OF BRAZOS

Statutory Notice of Servicemember Rights. 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.

RECITALS:

WHEREAS, X-Caliber Funding LLC ("Lender") made a loan in the original principal amount of Fourteen Million Five Hundred Thousand Dollars (\$14,500,000.00.) (the "Loan") to KCAP Holleman Oaks, LLC (the "Borrower") pursuant to that certain Loan Agreement dated May 9, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, the Loan is evidenced by that certain Promissory Note (the "Note") executed by the Borrower in favor of Lender;

WHEREAS, the Loan is secured by that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated May 9, 2022, executed by the Borrower, as grantor, unto Adam J. Setliff, PLLC, as trustee (the "Trustee"), for the benefit of Lender, as beneficiary, recorded on May 11, 2022, recorded as Document No. 1471059, Volume 17942, Page 260 in the Official Public Records of Brazos County, Texas;

WHEREAS, Pursuant to that certain Appointment of Substitute Trustee and Request to Act dated December 18, 2025, the Trustee was removed and Justin G. Mapes (the "Substitute Trustee"), having an address of c/o Blank Rome LLP, 200 Crescent Court, Suite 1000, Dallas, Dallas County, Texas 75201, was appointed substitute trustee under the Deed of Trust in the place and stead of the original Trustee;

WHEREAS, the Borrower is in default under the Note, the Deed of Trust, and the Loan Agreement, and such default has not been cured; and

WHEREAS, the Loan has matured, and all amounts due and owing under the Note, the Deed of Trust, and the Loan Agreement remain unpaid by the Borrower.

NOTICE OF FORECLOSURE SALE:

Notice is given that the Property described below shall be sold at public auction on the date, at the time, and in accordance with the terms contained in this Notice of Non-Judicial Foreclosure Sale and the applicable laws of the State of Texas.

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

Lot 1, Block 2, Anderson Ridge Subdivision, Section Two, a subdivision to the City of College Station, Brazos County, Texas, according to the map or plat thereof recorded in Volume 392, Page 789, Plat Records, Brazos County, Texas;

together with: all appurtenances, servitudes, easements, rights, rights of way, privileges, prescriptions and advantages thereunto belonging or in anywise appertaining and all buildings, fixtures, improvements, accessories, equipment, materials, and personal property, and other property, of any nature whatsoever, which may now or be hereafter located upon or under said realty or used or intended to be used in connection with the real property herein described.

The Property or its address is commonly known as 1501 Holleman Drive, College Station, Texas 77840.

2. **Instrument to Be Foreclosed.** The document entitled Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Deed of Trust") pursuant to which this sale will be conducted is described as follows:

Dated: May 9, 2022
Grantor: KCAP Holleman Oaks, LLC
Beneficiary: X-Caliber Funding LLC
Trustee: Adam J. Setliff, PLLC (the "Trustee")
Recorded: under Document No. 1471059, Volume 17942, Page 260 of the Official Public Records of Brazos County, Texas

3. **Name and Address of Substitute Trustee.** Pursuant to that certain Appointment of Substitute Trustee and Request to Act dated December 18, 2025, the Trustee was removed and Justin G. Mapes (the "Substitute Trustee"), having an address of c/o Blank Rome LLP, 200 Crescent Court, Suite 1000, Dallas, Dallas County, Texas 75201, was appointed substitute trustee under the Deed of Trust in the place and stead of the original Trustee.

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

Date: March 3, 2026

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 4:00 P.M.

Place: At the Brazos County Administration Building, 200 S. Texas Avenue, Bryan Texas 77803, in Brazos County Texas, or as designated by the County Commissioner's Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place.

The Substitute Trustee may postpone, withdraw, or reschedule the sale for another day. In that case, the 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.

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

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold. Cash must be delivered to Substitute Trustee within a reasonable time after the conclusion of the bidding process (but in no event later than 3:45 p.m. local time on the date of sale).

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

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

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

6. **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.

7. **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) a Promissory Note in the original principal amount of \$14,500,000.00 executed by KCAP Holleman Oaks, LLC and payable to the order of X-Caliber Funding LLC (the "Note"); (2) all renewals and extensions of the Note; and (3) any and all present and future indebtedness of KCAP Holleman Oaks, LLC to X-Caliber Funding LLC. X-Caliber Funding LLC 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, X-Caliber Funding LLC, at 3 W. Main Street, Suite 103, Irvington, New York 10533.

8. **Default and Request to Act.** Default has occurred under the Deed of Trust, and the Beneficiary has requested JUSTIN G. MAPES, as Substitute Trustee, to conduct this sale, each being authorized and appointed to act independently and severally of the other, under and by virtue of the Deed of Trust. Notice is given that before the sale the Beneficiary may appoint another person as Substitute Trustee to conduct the sale.

9. **Additional Provisions.** The Deed of Trust encumbers both real and personal property, including all machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing, and other property of every kind and nature whatsoever owned by the Borrower, or in which the Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements, and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which the Borrower has or shall have an interest, now or hereafter located upon the Land and Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and Improvements (collectively, the "Personal Property"), as described in Section 1.1(e) of the Deed of Trust.

Notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, the Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Beneficiary passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will 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 released or subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record by Beneficiary from the security interest of the Deed of Trust. Prospective bidders are urged to examine the applicable property records to determine the nature and extent of such matters, if any.

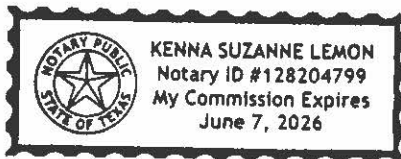
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Notice of Substitute Trustee's Sale has been executed to be effective as of the Effective Date.

By: Justin G. Mapes
Name: Justin G. Mapes
Title: Substitute Trustee

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on January 22, 2026, by Justin G. Mapes, as substitute trustee, in the capacity herein stated.



Kenna Lemon
Notary Public in and for the State of Texas
Printed Name:

My Commission Expires: 6/7/2026

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

FILED

2026 JAN 23 P 1:11

DATE: January 23, 2026

NOTE: Promissory Note described as follows:

Date: November 22, 2022
Maker: O M Trim & Cabinets, LLC, a Texas limited liability company
Payee: Normangee State Bank
Original Principal Amount: \$851,340.00

Debbie Baker

DEED OF TRUST: Deed of Trust described as follows:

Date: November 22, 2022
Grantor: O M Trim & Cabinets, LLC, a Texas limited liability company
Trustee: Joel Shaw
Beneficiary: Normangee State Bank
Recorded: Volume 18347, Page 58 in the Real Property E-Recordings of Brazos County, Texas

LENDER: Normangee State Bank

CURRENT HOLDER: B/CS Leasing, LLC, a Texas limited liability company

BORROWER: O M Trim & Cabinets, LLC, a Texas limited liability company

PROPERTY: The real property described as follows:

Lot SEVEN (7), Block TWO (2), Vacating and Resubdivision Plat of Part One of LONE OAK ACRES SUBDIVISION, City of Bryan, according to the Plat recorded in Volume 318, Page 573, Deed Records of Brazos County, Texas.

Together with all improvements, easements, personal property, intangibles, rents, revenues, contracts, and rights appurtenant to the real property, as described in the Deed of Trust.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE DEED OF TRUST IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OF THE CURRENT HOLDER.

The undersigned, as attorney for the Current Holder pursuant to as Assignment of the Deed of Trust from the Beneficiary, hereby appoints the following as Substitute Trustee who shall hereafter exercise all powers and duties set aside to the Trustee under the 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.

SUBSTITUTE TRUSTEE: Ryan Becker, Austin Sanchez, Joe Patranella, or Blake Sawyer

SUBSTITUTE TRUSTEE'S MAILING ADDRESS:

3740 Copperfield Drive, Suite 101
Bryan, Brazos County, Texas 77802

DATE AND TIME OF TRUSTEE'S SALE OF PROPERTY:

March 3, 2026, the first Tuesday of the month, to commence at 10:00 a.m., or within three (3) hours after that time.

PLACE OF TRUSTEE'S SALE OF PROPERTY:

Brazos County Courthouse in the area designated by the Commissioner's Court of Brazos County, Texas.

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 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.

RECITALS

Default has occurred in the payment of the Note and in the performance of the obligations under the Deed of Trust that secures the Note. Because of this default, B/CS Leasing, LLC ("Holder"), the owner and holder of the Note and the Deed of Trust lien under Texas Property Code section 51.002, has requested that Substitute Trustee sell the Property according to the terms of the Deed of Trust and applicable law.

The Deed of Trust may encumber both real and personal property. Formal notice is now given of Holder's election to proceed against and sell both the real property and any personal property described in the Deed of Trust, consistent with Holder's rights and remedies under the Deed of Trust and Texas Business and Commerce Code section 9.604(a).

Therefore, notice is given that on the Date and Time of Substitute Trustee's Sale of Property and at the Place of Substitute Trustee's Sale of Property, Substitute Trustee, or any other substitute trustee Holder may appoint, will sell the Property by public sale to the highest bidder for cash or acceptable certified funds, according to the Deed of Trust and applicable law. The sale and conveyance of the Property will be subject to all matters of record applicable to the Property that are superior to the Deed of Trust and to any permitted exceptions to title described in the Deed of Trust. Substitute Trustee has not made and will not make any covenants, representations, or warranties about the Property other than providing the successful bidder at the sale with a deed to the Property containing any warranties of title required by the Deed of Trust. The Property will be sold AS IS, WHERE IS, AND WITH ALL FAULTS.

EXECUTED as of January 23, 2026.



Ryan T. Becker,
Attorney for Holder

AFTER RECORDING, PLEASE RETURN ORIGINAL TO:
BRUCHEZ & GOSS, P.C.

3740 Copperfield Drive, Suite 200
Bryan, Texas 77802 File Number: 25-6234 RTB/vem

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 OR 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 ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LYING AND BEING SITUATED BRAZOS COUNTY, TEXAS AND BEING 92 FEET OF LOT TWO (2) ADJOINING LOT THREE (3), BLOCK TEN (10), LESTER'S WINDOVER PLACE, FIRST INSTALLMENT, AN ADDITION TO THE CITY OF BRYAN, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 185, PAGE 311, DEED RECORDS OF BREWS COUNTY, TEXAS.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust dated 03/16/2011 and recorded in Book 010101 Page 97 Document 01087942 real property records of Brazos County, Texas.

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

Date: 03/03/2026

Time: 10:00 AM

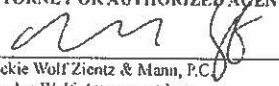
Place: Brazos County, Texas at the following location: THE ATRIUM AREA ON THE FIRST FLOOR OF THE COUNTY ADMINISTRATION BUILDING (200 SOUTH TEXAS AVENUE) OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or as designated by the County Commissioners Court.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash. 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.

5. *Obligations Secured.* The Deed of Trust executed by JUANITA J. MOSLEY AND THOMAS A. MOSLEY, provides that it secures the payment of the indebtedness in the original principal amount of \$96,654.85, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. Wilmington Savings Fund Society, FSB as Owner Trustee of CFS15 Grantor Trust is the current mortgagee of the note and deed of trust and CARRINGTON MORTGAGE SERVICES LLC is mortgage servicer. A servicing agreement between the mortgagee, whose address is Wilmington Savings Fund Society, FSB as Owner Trustee of CFS15 Grantor Trust c/o CARRINGTON MORTGAGE SERVICES LLC, 500 N. State College Blvd., Suites 1030, 1300, and 1400, Orange, CA 92868 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

6. *Substitute Trustee(s) Appointed to Conduct Sale.* In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

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.


Mackie Wolf Zientz & Mann, P.C.
Brandon Wolf, Attorney at Law
J. Keller Mackie, Attorney at Law
Michael Zientz, Attorney at Law
Lori Liane Long, Attorney at Law
Chelsea Schneider, Attorney at Law
Ester Gonzales, Attorney at Law
Karla Balli, Attorney at Law
Parkway Office Center, Suite 900
14160 Dallas Parkway
Dallas, TX 75254

For additional sale information visit www.mvzmlaw.com/tx-investors

Certificate of Posting

I am _____ whose address is c/o AVT Title Services, LLC, 5177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on _____ I filed this Notice of Foreclosure Sale at the office of the Brazos County Clerk and caused it to be posted at the location directed by the Brazos County Commissioners Court.



2026 JAN 29 PM 12:58

FILED

APPOINTMENT OF SUBSTITUTE TRUSTEE AND
NOTICE OF SUBSTITUTE TRUSTEE SALE

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, Pete Florez, Sheryl LaMont, Harriett Fletcher, Sharon St. Pierre, Agency Sales and Posting LLC, Jabria Foy, Heather Golden, 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**

ADDRESS:

c/o JACK O'BOYLE & ASSOCIATES, PLLC, Mailing Address: P.O. Box 815369, Dallas, Texas 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 March 03, 2026 between the hours of 11am-2pm 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: The atrium on the 1st floor of the County Administration Building, 200 South Texas Avenue, Bryan, Texas, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court in BRAZOS County, Texas or as designated by the County Commissioners.

**INSTRUMENT TO
BE FORECLOSED:**

Deed of Trust or Contract Lien dated 04/12/2013 and recorded under Volume,

503 E. PEASE STREET



4864714

Page or Clerk's File No. Instrument 1152148 Book 11273 Page 158 in the real property records of Brazos County Texas, with JOSE HERNANDEZ as Grantor(s) and WAYELAN GARNER AND CONNIE L GARNER as Original Mortgagee.

OBLIGATIONS SECURED: Deed of Trust or Contract Lien executed by JOSE HERNANDEZ securing the payment of the indebtedness in the original principal amount of \$82,900.00 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 JOSE HERNANDEZ. KIRKLAND FINANCIAL LLC is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

MORTGAGEE: KIRKLAND FINANCIAL LLC is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. KIRKLAND FINANCIAL LLC's address is:

KIRKLAND FINANCIAL LLC
c/o KIRKLAND FINANCIAL LLC
PO BOX 970
GOODLETTSVILLE, TN 37070

LEGAL DESCRIPTION OF PROPERTY TO BE SOLD: LOT TWO (2), BLOCK EIGHT (8), WINTER ESTATE SUBDIVISION, CITY OF BRYAN, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME "P", PAGE 610 OF THE CMDC RECORDS, BRAZOS COUNTY, TEXAS. (the "Property")

REPORTED PROPERTY ADDRESS: 503 E. PEASE STREET, BRYAN, TX 77803

TERMS OF SALE: The Substitute Trustee will sell the Property by public auction at the place 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

503 E. PEASE STREET

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 24 day of January, 2026

Respectfully,

JACK O'BOYLE & ASSOCIATES, PLLC

Travis H. Gray

Jack O'Boyle | SBN: 15165300

jack@jackoboyle.com

☒ Travis H. Gray | SBN: 24044965

travis@jackoboyle.com

Chris Ferguson | SBN: 24069714

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 Pete Florez, 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 1-29-26 I filed at the office of the Brazos County Clerk and caused to be posted at the Brazos County courthouse (or other designated place) this notice of sale.

Signed: Pete Florez

Declarant's Name: Pete Florez

Date: 1-29-26

Agave

2026 JAN 29 P 2:14

FILED

2026 FEB -9 A 10:35

NOTICE OF FORECLOSURE SALE

Property: The Property to be sold is described as follows:
SEE EXHIBIT A

Security Instrument: Deed of Trust dated June 25, 2003 and recorded on June 30, 2003 as Instrument Number 00819679 in the real property records of BRAZOS County, Texas, which contains a power of sale.

Sale Information: March 03, 2026, at 11:00 AM, or not later than three hours thereafter, at the atrium on the first floor of the County Administration Building located at 200 South Texas Avenue, Bryan, Texas, or as designated by the County Commissioners Court.

Terms of Sale: Public auction to highest bidder for cash. In accordance with Texas Property Code section 51.009, the Property will be sold as is, without any expressed or implied warranties, except as to warranties of title, and will be acquired by the purchaser at its own risk. In accordance with Texas Property Code section 51.0075, the substitute trustee reserves the right to set additional, reasonable conditions for conducting the sale and will announce the conditions before bidding is opened for the first sale of the day held by the substitute trustee.

Obligation Secured: The Deed of Trust executed by WOODROW WILSON JACKSON secures the repayment of a Note dated June 25, 2003 in the amount of \$56,499.40. U.S. BANK TRUST, N.A. AS TRUSTEE OF CFMT 2024-NR1 TRUST, whose address is c/o Carrington Mortgage Services, LLC, 500 N. State College Blvd. Suites 1030, 1300 and 1400, Orange, CA 92868, is the current mortgagee of the Deed of Trust and Note and Carrington Mortgage Services, LLC is the current mortgage servicer for the mortgagee. Pursuant to a servicing agreement and Texas Property Code section 51.0025, the mortgagee authorizes the mortgage servicer to administer the foreclosure on its behalf.

Court Order: A Home Equity Foreclosure Order was signed on January 26, 2026 in the 272nd District Court of Brazos County under Cause No. 25-002829-CV-272. A copy of the Order is attached hereto.

Substitute Trustee: In accordance with Texas Property Code section 51.0076 and the Security Instrument referenced above, mortgagee and mortgage servicer's attorney appoint the substitute trustees listed below.



4865645

Substitute Trustee(s): Kathleen Adkins, Reid Ruple, Evan Press, Michael Kolak, Crystal Koza, Cary Corenblum, Joshua Sanders, Amy Beaulieu, Amy Oian, Matthew Hansen, Jami Grady, Aleena Litton, Pete Florez, Sheryl LaMont, Harriett Fletcher, Sharon St. Pierre, Jabria Foy, Heather Golden, Zachary Florez, Orlando Rosas, Bobby Brown, Florence Rosas, Enrique Florez, Robert LaMont, Brian Hooper, Mike Jansta, Mike Hayward, Jay Jacobs, Jim Mills, Susan Mills, Jeff Benton, Ed Henderson, George Hawthorne, Marlene Zografos, Karen Pollock, Jerry Merker, Carla Henderson, Andrew Mills-Middlebrook, ServiceLink Agency Sales and Posting, LLC, Dustin George

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.

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.



Tromberg, Miller, Morris & Partners, PLLC
Jonathan Andring, Attorney at Law
Melissa Brown, Attorney at Law
Yuri Han, Attorney at Law
6080 Tennyson Parkway Suite 100
Plano, TX 75024



Substitute Trustee(s) Kathleen Adkins, Reid Ruple, Evan Press, Michael Kolak, Crystal Koza, Cary Corenblum, Joshua Sanders, Amy Beaulieu, Amy Oian, Matthew Hansen, Jami Grady, Aleena Litton, Pete Florez, Sheryl LaMont, Harriett Fletcher, Sharon St. Pierre, Jabria Foy, Heather Golden, Zachary Florez, Orlando Rosas, Bobby Brown, Florence Rosas, Enrique Florez, Robert LaMont, Brian Hooper, Mike Jansta, Mike Hayward, Jay Jacobs, Jim Mills, Susan Mills, Jeff Benton, Ed Henderson, George Hawthorne, Marlene Zografos, Karen Pollock, Jerry Merker, Carla Henderson, Andrew Mills-Middlebrook, Dustin George
c/o Tromberg, Miller, Morris & Partners, PLLC
6080 Tennyson Parkway Suite 100
Plano, TX 75024

Certificate of Posting

I, Pete Florez, declare under penalty of perjury that on the 9th day of February, 2026, I filed and posted this Notice of Foreclosure Sale in accordance with the requirements of BRAZOS County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).

Exhibit "A"

Being all that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas, and being part of LOT TWO (2), BLOCK THREE (3), of EAST PARK ADDITION, an addition to the City of Bryan, Texas, according to the Plat thereof recorded in Volume 273, Page 329, Deed Records of Brazos County, Texas, and being more particularly described in metes and bounds as follows:

BEGINNING at the iron rod marking the north corner of the beforementioned Lot 2;

THENCE S 57° 44.0' E along the northeast line of the beforementioned Lot 2 for a distance of 125.0 feet to an iron rod for corner in the northwest right-of-way line of Manning Way;

THENCE S 32° 16.0' W along the beforementioned northwest right-of-way line for a distance of 36.57 feet to an iron rod for beginning point of a curve to the right with radius of 270.00 feet;

THENCE in a southwesterly direction along the beforementioned curve and northwest right-of-way line for an arc distance of 33.43 feet to an iron rod for corner, the chord bears S 35° 48.8' W a distance of 33.41 feet;

THENCE N 48° 31.8' W through the beforementioned Lot 2 for a distance of 124.54 feet to an iron rod for corner in the northwest line of the said Lot 2;

THENCE N 32° 16.0' E along the beforementioned northwest line of Lot 2 for a distance of 50.00 feet to the Place of Beginning.

Filed for Record in:
BRAZOS COUNTY

On: Jun 30, 2003 at 01:21P

As a
Rescission

Document Number: 00819679

Amount: 10.00

Receipt Number - 221047

By:
Sylvia Polinsky

STATE OF TEXAS COUNTY OF
I hereby certify that this instrument was
filed on the date and time stamped herein by me
and was duly recorded in the volume and page
of the same records as:
BRAZOS COUNTY
as stamped herein by me.

Jun 30, 2003

HONORABLE SARA HODGES, COUNTY CLERK
BRAZOS COUNTY

CAUSE NO. 25-002829-CV-272

**IN RE: ORDER FOR FORECLOSURE
CONCERNING 2108 MANNING WAY,
BRYAN, TX 77803
UNDER TEX. R. CIV. PROC. 736**

IN THE DISTRICT COURT OF

PETITIONER:

**U.S. BANK TRUST, N.A. AS TRUSTEE OF
CFMT 2024-NR1 TRUST**

BRAZOS COUNTY, TEXAS

RESPONDENT(S):

WOODROW WILSON JACKSON

272ND JUDICIAL DISTRICT

DEFAULT ORDER

1. On this day, the Court considered Petitioner's motion for a default order granting its application for an expedited order under Rule 736. Petitioner's application complies with the requirements of Texas Rule of Civil Procedure 736.1.
2. The name and last known address of each Respondent subject to this order is:

WOODROW WILSON JACKSON 2108 MANNING WAY BRYAN, TX 77803	WOODROW WILSON JACKSON C/O LASHAWN DENISE JACKSON 2108 MANNING WAY BRYAN, TX 77803
--	---

Each Respondent was properly served with the citation, but none filed a response within the time required by law. The return of service for each Respondent has been on file with the court for at least ten days.

3. The Property that is the subject of this foreclosure proceeding is commonly known as 2108 MANNING WAY, BRYAN, TX 77803, with the following legal description:
SEE EXHIBIT A
4. The lien sought to be foreclosed is indexed or recorded at Instrument Number 00819679 and recorded in the real property records of BRAZOS County, Texas.
5. The material facts establishing Respondent's default are alleged in Petitioner's application and the supporting affidavit. Those facts are adopted by the court and incorporated by reference in this order.

6. Based upon the affidavit of Petitioner, no Respondent subject to this order is protected from foreclosure by the Servicemembers Civil Relief Act, 50 U.S.C. App. § 501 *et seq.*
7. Therefore, the Court grants Petitioner's motion for default order under Texas Rules of Civil Procedure 736.7 and 736.8. Petitioners, or successors in interest, may proceed with foreclosure of the property described above in accordance with applicable law and the loan agreement, contract or lien sought to be foreclosed.
8. This order is not subject to a motion for rehearing, a new trial, a bill of review, or an appeal. Any challenge to this order must be made in a separate, original proceeding filed in accordance with Texas Rule of Civil Procedure 736.11.

SIGNED this _____ day of 1/26/2026, 20____.



JUDGE PRESIDING

Approved:


Dustin C. George
Texas Bar No. 24065287
dgeorge@mgs-legal.com
Jonathan Andring
Texas Bar No. 24094512
jandring@mgs-legal.com
MILLER, GEORGE & SUGGS, PLLC
6080 Tennyson Parkway, Suite 100
Plano, TX 75024
Phone: 972-532-0128
Fax: 214-291-5507

Attorneys for Petitioner

Exhibit "A"

Being all that certain lot, tract or parcel of land lying and being situated in Broussard County, Texas, and being part of LOT TWO (2), BLOCK THREE (3), of EAST PARK ADDITION, an addition to the City of Bryan, Texas, according to the Plan thereof recorded in Volume 273, Page 329, Deed Records of Broussard County, Texas, and being more particularly described in notes and bounds as follows:

BEGINNING at the iron rod marking the north corner of the beforementioned Lot 2;

THENCE S 57° 44.0' E along the northeast line of the beforementioned Lot 2 for a distance of 115.0 feet to an iron rod for corner in the northwest right-of-way line of Manning Way;

THENCE S 33° 16.0' W along the beforementioned northwest right-of-way line for a distance of 36.57 feet to an iron rod for beginning point of a curve to the right with radius of 270.00 feet;

THENCE in a southwesterly direction along the beforementioned curve and northwest right-of-way line for an arc distance of 33.43 feet to an iron rod for corner, the chord bears S 35° 48.0' W a distance of 33.41 feet;

THENCE N 48° 31.0' W through the beforementioned Lot 2 for a distance of 124.54 feet to an iron rod for corner in the northwest line of the said Lot 2;

THENCE N 32° 16.0' E along the beforementioned northwest line of Lot 2 for a distance of 50.00 feet to the Place of Beginning.

Filed for Record in:
BROUSSARD COUNTY

On: Jan 30, 2003 at 01:21P

As a
Satisfaction

Document Number: 00019679

Amount: 10.00

Receipt Number - 221047

By:
Sylvia Polansky

STATE OF TEXAS COUNTY OF
I hereby certify that this instrument was
filed on the date and time stamped herein by me
and was duly recorded in the volume and page
of the deed records of:
BROUSSARD COUNTY
as stamped herein by me.

Jun 30, 2003

RECORDED BY: BROUSSARD COUNTY CLERK
BROUSSARD COUNTY

FILED

2026 FEB -9 A 10:34

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

BRAZOS County

Deed of Trust Dated: April 12, 2021

Amount: \$390,000.00

Grantor(s): REBECCA FEHRENKAMP and SHANE FEHRENKAMP

Original Mortgagee: CITY BANK DBA CITY BANK MORTGAGE

Current Mortgagee: CITY BANK

Mortgagee Address: CITY BANK, 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047

Recording Information: Document No. 1427545

Legal Description: ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LYING AND SITUATED IN BRAZOS COUNTY, TEXAS, BEING LOT FIVE (5), BLOCK THIRTEEN (13), WOODCREEK, SECTION 4, A SUBDIVISION TO THE CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1315, PAGE 217, OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

Date of Sale: March 3, 2026 between the hours of 11:00 AM and 2:00 PM.

Earliest Time Sale Will Begin: 11:00 AM

Place of Sale: The foreclosure sale will be conducted at public venue in the area designated by the BRAZOS County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place, or if no place is designated by the Commissioners Court, the sale will be conducted at the place where the Notice of Trustee's Sale was posted.

KRISTOPHER HOLUB OR EVAN PRESS, CHRISTIAN BROOKS, MICHAEL KOLAK, REID RUPLE, KATHLEEN ADKINS, PETE FLOREZ, ZACHARY FLOREZ, ORLANDO ROSAS, FLORENCE ROSAS, ENRIQUE FLOREZ, BOBBY BROWN, SHERYL LAMONT, HARRIETT FLETCHER, ROBERT LAMONT, ALLAN JOHNSTON, SHARON ST. PIERRE, CARY CORENBLUM, JOSHUA SANDERS, AMY OLAN, MATTHEW HANSEN, JAMI GRADY, JAMI HUTTON, ALEENA LITTON, AARTI PATEL, DANA DENNEN, CINDY DENNEN, TRACI YEAMAN OR RONNIE HUBBARD, BRIAN HOOPER, MIKE JANSTA, MIKE HAYWARD, ANGELA ANDERSON, JAY JACOBS, CRYSTAL KOZA, AMY BEAULIEU, AUCTION.COM LLC, TEJAS CORPORATE SERVICES LLC, XOME INC., JABRIA FOY, HEATHER GOLDEN, KARA RILEY have been appointed as Substitute Trustee(s), ('Substitute Trustee') each empowered to act independently, in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust. 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. 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.

NOTICE IS FURTHER GIVEN that, except to the extent that the Substitute Trustee(s) may bind and obligate the Mortgagors to warrant title to the Property under the terms of the Deed of Trust, conveyance of the Property shall be made 'AS IS' 'WHERE IS' without any representations and warranties whatsoever, express or implied, and subject to all matters of record affecting the Property.

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. §§ 3901 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.

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.


Anthony Adam Garcia, ATTORNEY AT LAW
HUGHES, WATTERS & ASKANASE, L.L.P.
1201 Louisiana, SUITE 2800
Houston, Texas 77002
Reference: 2025-003142


Printed Name: Pete Florez
c/o Service Link
7301 N. Hwy 161, Ste. 305
Irving, Texas 75039

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

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

DEED OF TRUST INFORMATION:

Date: January 23, 2023

Grantor(s): Rudder Frontage LLC

Original
Mortgagee: Mazaca Investments Inc.

Original Principal: Note 1 - \$300,000.00

Note 2 - \$300,000.00

Note 3 - \$600,000.00

Recording
Information: Volume 18457, Page 85

Property County: Brazos

Property: See Exhibit A, attached hereto and incorporated herein by reference for all purposes.

Shirley
2026 FEB 10 P 2:05
FILED

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: Mazaca Investments Inc.

Mortgage Servicer: Mazaca Investments Inc.

Mortgage Servicer 15025 Anchor Mill Place

Address: Gainesville, VA 20155

SALE INFORMATION:

Date of Sale: March 3, 2026

Time of Sale: 01:00 PM or within three hours thereafter.

Place of Sale: The atrium on the first floor of the Brazos County Administration Building, 200 S. Texas Avenue, Bryan, Texas 77803, in Brazos County, Texas OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE

Substitute
Trustee: Michael J. Burns

Substitute
Trustee: 546 Silicon Dr., Suite 103

Trustee Address: Southlake, TX 76092
TXAttorney@PadgettLawGroup.com

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 removed and the herein described Substitute Trustee, have been appointed as Substitute Trustee 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 Trustee;

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



Michael J. Burns

EXHIBIT "A"

All that certain tract or parcel containing 92.95 acres of land in the Richard Carter Survey, A-8, Brazos County, Texas, being a portion of a tract which was called 186.90 acres and conveyed from BCS Centerpoint, LLC to Burton Creek Ventures, LLC, by an instrument of record in Volume 12358, Page 55, of the Brazos County Official Public Record (BCOPR), a 1/2 was conveyed from Burton Creek Ventures, LLC to Rudder Frontage, LLC, by an instrument of record in Volume 12462, Page 198, BCOPR, said 92.95 acres being more particularly described by metes and bounds as follows, basing bearings on the Texas Coordinate System of 1983, Central Zone, to wit:

BEGINNING at a 1/2" iron rod found for southwest corner, being the southwest corner of said 186.90 acre tract and northwest corner of a tract which was called 71.57 acres and conveyed from Bert Wheelers, Inc. to Regency Parkway, Inc., by an instrument of record in Volume 1219, Page 292, BCOPR, lying in the east right of way (R-O-W) line of State Highway 6 (SH 6);

THENCE N34°36'33"W, 2,572.46 feet along the common line of said 186.90 acre tract and east R-O-W line of SH 6 to a 5/8" iron rod set for most westerly northwest corner, from which a 5/8" iron rod found bears: N26°57'08"W, 0.53 feet;

THENCE departing SH 6, N48°33'14"E, 970.59 feet crossing said 186.90 acre tract to a 5/8" iron rod set for angle point;

THENCE S89°48'36"E, 722.08 feet continuing across said 186.90 acre tract to a 5/8" iron rod set for angle point;

THENCE S41°28'56"E, 397.50 feet continuing across said 186.90 acre tract to a 5/8" iron rod set for angle point;

THENCE S79°21'33"E, continuing across said 186.90 acre tract, at 596.97 feet pass a 5/8" iron rod set for reference, and continuing across said 186.90 acre tract for a distance in all of 696.97 feet to a point for northeast corner, lying in the west line of a tract which was called 38 acres and conveyed from Bert Wheelers, Inc. to Regency Parkway, Inc., by an instrument of record in Volume 1219, Page 292, BCOPR;

THENCE S31°19'48"E, 54.81 feet along the common line of said 186.90 acre tract and said 38 acre tract to a dead 20" tree stump found for angle point;

THENCE S19°02'12"W, 165.82 feet continuing along said common line to an angle point;

THENCE S12°11'27"W, 95.17 feet continuing along said common line to a 11" walnut tree found for angle point;

THENCE S04°35'04"E, 57.97 feet continuing along said common line to a 14" walnut tree found for angle point;

THENCE 830°47'30"E, 124.36 feet continuing along said common line to a 6" elm tree found for angle point;

THENCE 810°24'10"E, 219.25 feet continuing along said common line to a dead 20" tree stump found for angle point;

THENCE 885°34'19"W, 43.09 feet continuing along said common line to a 5/8" iron rod set for angle point;

THENCE 842°54'01"W, 48.28 feet continuing along said common line to a 5/8" iron rod set for angle point;

THENCE 858°11'37"W, 59.99 feet continuing along said common line to a 5/8" iron rod set for angle point;

THENCE 844°48'41"W, 54.07 feet continuing along said common line to a 10" elm tree found for angle point;

THENCE 873°48'05"W, 35.56 feet continuing along said common line to a 5/8" iron rod set for angle point;

THENCE 848°20'53"W, 72.07 feet continuing along said common line to a 34" elm tree found for angle point;

THENCE 823°32'32"W, 49.29 feet continuing along said common line to a 5/8" iron rod set for angle point;

THENCE 806°12'00"W, 173.28 feet continuing along said common line to a 40" elm tree found for angle point;

THENCE 804°20'24"E, 67.19 feet continuing along said common line to a 13" elm tree found for angle point;

THENCE 869°10'27"E, 11.93 feet continuing along said common line to an angle point;

THENCE 815°49'37"E, 59.63 feet continuing along said common line to an angle point;

THENCE 825°35'17"W, 9.19 feet continuing along said common line to a 6" elm tree found for angle point;

THENCE 824°34'17"E, 15.57 feet continuing along said common line to an angle point;

THENCE 851°51'46"E, 19.83 feet continuing along said common line to an angle point;

THENCE 826°13'31"E, 50.28 feet continuing along said common line to a 24" oak tree found for angle point;

THENCE 833°52'15"E, 358.77 feet continuing along said common line to a dead tree stump found for angle point;

THENCE S16°02'48"E, 84.94 feet continuing along said common line to a 5/8" iron rod found for angle point;

THENCE S78°39'30"W, 211.47 feet continuing along said common line to a 5" cedar fence post found for angle point;

THENCE S87°53'50"W, 422.37 feet continuing along said common line to a 4" wooden fence corner post found for angle point;

THENCE S01°39'15"E, 173.76 feet continuing along said common line to a 5/8" iron rod found for angle point;

THENCE S13°19'39"W, 85.11 feet continuing along said common line to a 5/8" iron rod found for angle point;

THENCE S26°26'30"W, 102.28 feet continuing along said common line to a 5/8" iron rod found for angle point;

THENCE S12°02'06"W, 285.74 feet continuing along said common line to a 1/2" iron rod found for angle point;

THENCE N89°26'00"W, 254.80 feet continuing along said common line to the PLACE OF BEGINNING, containing 92.95 acres of land, more or less.