

FILED

FILE No. 9996  
County Clerk, Victoria County, Texas

2021 AUG 23 P 12:14

*an*

*Victoria County*  
COUNTY CLERK  
VICTORIA COUNTY, TEXAS

0000008909301

1804 MISSION DRIVE  
VICTORIA, TX 77901

NOTICE OF [SUBSTITUTE] 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.

1. **Date, Time, and Place of Sale.**

Date: November 02, 2021

Time: The sale will begin at 11:00 AM or not later than three hours after that time.

Place: AREA IN FRONT OF THE EAST DOOR OF THE VICTORIA COUNTY COURTHOUSE BUILDING LOCATED AT 115 N. BRIDGE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

2. **Terms of Sale.** Cash.

3. **Instrument to be Foreclosed.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated November 27, 2001 and recorded in Document CLERK'S FILE NO. 200115119 real property records of VICTORIA County, Texas, with CRYSTAL GARCIA AND CONRAD GARCIA, grantor(s) and MILDOR CORP DBA COMMUNITY 1ST MORTGAGE, mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by CRYSTAL GARCIA AND CONRAD GARCIA, securing the payment of the indebtednesses in the original principal amount of \$80,364.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. BANK OF AMERICA, N.A. is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. **Property to Be Sold.** The property to be sold is described in the attached Exhibit A.

6. **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 Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o JPMORGAN CHASE BANK, NATIONAL ASSOCIATION  
3415 VISION DRIVE  
COLUMBUS, OH 43219



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

The undersigned as attorney for the mortgagee or mortgage servicer does hereby remove the original trustee and all successor substitute trustees and appoints in their stead JO WOOLSEY, BOB FRISCH, JANICE STONER, JODI STEEN, ARNOLD MENDOZA, SANDRA MENDOZA, RAMON PEREZ, JOHN SISK, AMY ORTIZ, OR AUCTION.COM whose address is c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320 as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original trustee under the said Deed of Trust; and, further does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein.



Israel Saucedo

**Certificate of Posting**

My name is \_\_\_\_\_, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320. I declare under penalty of perjury that on \_\_\_\_\_ I filed at the office of the VICTORIA County Clerk and caused to be posted at the VICTORIA County courthouse this notice of sale.

\_\_\_\_\_

Declarants Name: \_\_\_\_\_

Date: \_\_\_\_\_

1804 MISSION DRIVE  
VICTORIA, TX 77901

0000008909301

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VICTORIA

**EXHIBIT "A"**

BEING LOT NUMBER TWO (2), IN BLOCK NUMBER SEVEN (7), OF BELAIRE SECTION II, AN ADDITION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF SAID ADDITION OF RECORD IN VOLUME 4, PAGE 7 OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS, REFERENCE TO WHICH IS HEREMADE FOR ALL PURPOSES.

## 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 OF LOT NO. FORTY TWO (42), IN BLOCK NO. TWO (2), OF HIGHLAND ESTATES SECTION I, AN ADDITION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF SAID ADDITION OF RECORD IN VOLUME 2, PAGE 54, OF THE MAP AND PLAT RECORDS OF VICTORIA COUNTY, TEXAS.

**2. *Instrument to be Foreclosed.*** The instrument to be foreclosed is the Deed of Trust dated 08/05/2005 and recorded in Document 200511272 real property records of Victoria County, Texas.

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

Date: 11/02/2021

Time: 11:00 AM

Place: Victoria County, Texas at the following location: FRONT OF THE EAST DOOR OF THE COURTHOUSE BUILDING LOCATED AT 115 NORTH BRIDGE STREET 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 THOMAS YAWS AND MISTY YAWS, provides that it secures the payment of the indebtedness in the original principal amount of \$78,000.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. Legacy Mortgage Asset Trust 2019-GS3 is the current mortgagee of the note and deed of trust and SELECT PORTFOLIO SERVICING, INC. is mortgage servicer. A servicing agreement between the mortgagee, whose address is Legacy Mortgage Asset Trust 2019-GS3 c/o SELECT PORTFOLIO SERVICING, INC., 3217 S. Decker Lake Dr., Salt Lake City, UT 84119 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

✓ L. 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

Parkway Office Center, Suite 900

14160 Dallas Parkway

Dallas, TX 75254

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 Victoria County Clerk and caused it to be posted at the location directed by the Victoria County Commissioners Court.

FILED

2021 SEP -9 P 3:17

*Debra Casley*  
COUNTY CLERK  
VICTORIA COUNTY, TEXAS

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Arnold Mendoza, Alexis Mendoza, Susana Sandoval,  
Sandra Mendoza, Elizabeth Anderson  
c/o Malcolm Cisneros/Trustee Corps  
17100 Gillette Avenue  
Irvine, CA 92614  
(949) 252-8300

TS No TX07000160-19-7

APN R58662 FKA: 47200-002-00900

TO No 200094838-TX-RW1

### NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on February 19, 2016, ALFRED MARTINEZ AND SYLVIA RUBIO MARTINEZ, HUSBAND AND WIFE as Grantor/Borrower, executed and delivered that certain Deed of Trust in favor of RICHARD A. RAMIREZ as Trustee, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, as nominee for AMCAP MORTGAGE, LTD., its successors and assigns, as original Beneficiary, which Deed of Trust secures the payment of that certain Promissory Note of even date therewith in the original amount of \$222,730.00, payable to the order of Lakeview Loan Servicing, LLC as current Beneficiary, which Deed of Trust recorded on February 24, 2016 as Document No. 201601961 and that said Deed of Trust was modified by Modification Agreement and recorded August 28, 2018 as Instrument Number 201810071 in Victoria County, Texas. Deed of Trust covers all of the real property described therein, including, but not limited to, all of the following described property, rights and interests (the "Property"), to-wit: **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

APN R58662 FKA: 47200-002-00900

WHEREAS, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed **Arnold Mendoza, Alexis Mendoza, Susana Sandoval, Sandra Mendoza, Elizabeth Anderson** or either of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust; and

WHEREAS, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and **Lakeview Loan Servicing, LLC**, the legal holder of such indebtedness and the liens securing same has requested either one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust.



4734807

NOW THEREFORE, NOTICE IS HEREBY GIVEN that on **Tuesday, November 2, 2021 at 11:00 AM**, no later than three (3) hours after such time, being the first Tuesday of such month, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place in Victoria County, Texas, at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a Deed of Trust or other contract lien as follows: **At the area in front of the east door of the Victoria County Courthouse, 115 North Bridge Street, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court.**

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of and Lakeview Loan Servicing, LLC's election to proceed against and sell both the real property and any personal property described in said Deed of Trust in accordance with and Lakeview Loan Servicing, LLC's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

NOTICE IS FURTHER GIVEN, that except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust. Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "as is", "where is" condition. Conveyance of the Property shall be made without any representations or warranties whatsoever, expressed or implied. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters and are advised to conduct an independent investigation of the nature and physical condition 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 expressed or implied warranties, except as to the warranted.

WITNESS, my hand this 9<sup>th</sup> day of September 2021

By: Arnold Mendoza, Alexis Mendoza, Susana Sandoval, Sandra Mendoza, Elizabeth Anderson  
Substitute Trustee(s)

**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.**

**SALE INFORMATION CAN BE OBTAINED ONLINE AT [www.Xome.com](http://www.Xome.com)  
FOR AUTOMATED SALES INFORMATION PLEASE CALL: Xome at 800-758-8052**

FOR REINSTATEMENT / PAY OFF REQUESTS CONTACT: (949) 252-8300  
THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.**

TS No TX07000160-19-7

APN R58662 FKA: 47200-002-00900

TO No 200094838-TX-RWI



# Exhibit "A"

2.59 ACRES

**THE STATE OF TEXAS}**  
**THE COUNTY OF VICTORIA}**

**BEING** a 2.59 acre tract of land situated in the Manuel Zepeda Survey, Abstract No. 128, Victoria County, Texas, and being the east one-half of Lot 9, of Block 2 of Quail Creek Estates according to plat recorded in Volume 5, Page 15 of the Plat Records of Victoria County, Texas, and being the same land as that certain 2.59 acre tract of land as conveyed from Isabel P. Rubio and Amelia B. Rubio to Alfred Martinez and Sylvia Rubio Martinez according to instrument recorded in Instrument No. 201500685 of the Official Public Records of Victoria County, Texas, said 2.59 acre tract of land being more fully described by metes and bounds as follows:

**BEGINNING** at a 1 inch diameter iron pipe found on the north right-of-way of E. Partridge Road (60 foot right-of-way), marking the southwest corner of Lot 10, Block 2 of said Quail Creek Estates, and marking the southeast corner of said Lot 9 and of the herein described tract;

**THENCE**, South 89°09'03" West (North 89°56'00" West), a distance of 215.15 feet (214.98 feet) to a 1 inch diameter iron pipe found on the north right-of-way of said E. Partridge Road, marking the southeast corner of that certain 2.59 acre tract of land as conveyed to Ruben G. Reyes and wife Estrella Reyes according to instrument recorded in Volume 1068, Page 575 of the Deed Records of Victoria County, Texas, and marking the southwest corner of said Martinez tract and of the herein described tract;

**THENCE**, North 00°51'26" West (North 00°03'41" West), a distance of 524.88 feet (525.01 feet) to a 5/8 inch steel rebar found on the south line of Lot 4, Block 3 of said Quail Creek Estates, marking the northeast corner of said Reyes tract and marking the northwest corner of said Martinez tract and the herein described tract;

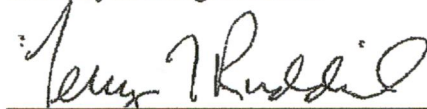
**THENCE**, North 89°04'54" East (South 89°56'08" East), a distance of 215.04 feet (215.03 feet) to a 5/8 inch steel rebar found on the south line of Lot 3, Block 3 of said Quail Creek Estates, marking the northwest corner of said Lot 10, Block 2, and marking the northeast corner of said Lot 9, Block 2 and of the herein described tract;

**THENCE**, South 00°52'10" East (South 00°04'01" East), a distance of 525.14 feet (525.02 feet) to the **POINT OF BEGINNING**, **CONTAINING** within these metes and bounds a 2.59 acre tract of land, more or less.

All set 5/8 inch diameter steel rebar marked with yellow plastic cap stamped "URBAN SURVEYING, INC." Bearing and distances shown hereon in parenthesis ( ) denote record information.

Basis of bearing is based on the Texas State Plane Coordinate System (NAD 83), South Central Zone (4204).

The foregoing legal description and accompanying survey plat were prepared from an actual survey made on the ground under my supervision in January, 2016 and are true and correct to the best of my knowledge and belief.

  
Urban Surveying, Inc.  
By: Terry T. Ruddick 2/16/16  
Registered Professional Land Surveyor  
Texas No. 4943



S20762.01 - 2.59 acres

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

The State of Texas     §  
                                  §     KNOW ALL MEN BY THESE PRESENTS:  
County of Victoria     §

WHEREAS, by Deed of Trust dated June 4, 2019, Matt Pena and Petra Patsy Ramirez conveyed to PLA Services, Inc, as Trustee, the following property situated in the County of Victoria, Texas, to-wit:

Lot 17, Block 2, Brownson Terrace I Addition, an addition to the City of Victoria, Victoria County, Texas, according to the established map an plat of said addition of record in the Plat Records of Victoria County, Texas.

(herein the "Property") to secure that one certain Promissory Note therein described in the original principal amount of \$116,900.00 executed by Matt Pena and Petra Patsy Ramirez, and made payable to the order of Dwayne Ponish (herein the "Note"), which such Deed of Trust is recorded under Instrument Number 201906305 of the Official Records of Victoria County, Texas (herein "Deed of Trust"); and

WHEREAS, the undersigned has been appointed as Substitute Trustee in the place and stead of, Trustee, in the aforesaid Deed of Trust, said appointment being in the manner authorized by the Deed of Trust; and

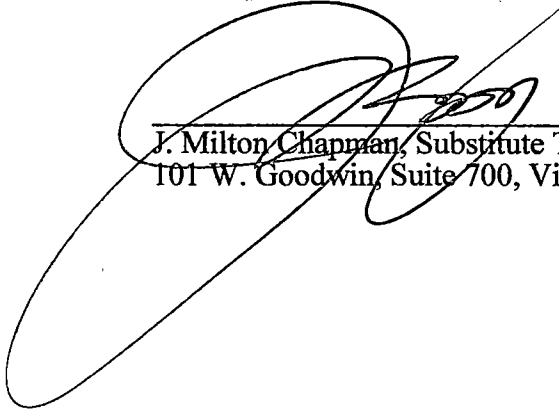
WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust; the indebtedness evidenced therein is now wholly due and the owner and holder of said indebtedness has requested the undersigned to sell the property to satisfy same.

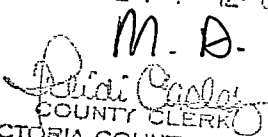
NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, November 2, 2021, I will sell for cash, the property in the area designated by the Commissioner's Court of Victoria County as the area where foreclosure sales are to take place, being at the east door of the Victoria County Courthouse, 115 N. Bridge St, Victoria, Texas 77901, to the highest bidder. The time at which the sale will begin will be 10 am, or within three (3) hours after said time.

In offering this property for sale at foreclosure pursuant to its deed of trust, neither the lien holder nor the duly appointed trustee or substitute trustee, as the case may be, make any warranties or representations, express or implied, regarding the compliance or non-compliance of this property with the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), the Resource Conservation and Recovery Act, ("RCRA"), the Texas Solid Waste and Disposal Act, the Regulations of the United States Environmental Protection Agency, the Texas Water Commission, or any other Federal, State or local environmental law or regulation, which include, but are not limited to representations that the property has not been used (i) for the storage, transportation, processing or disposal of hazardous waste, industrial solid or municipal solid waste as those terms are defined in the Texas Solid Waste and Disposal Act, Tex. Rev. Civ. Stat. Ann. Art. 4477-7, or any toxic or hazardous wastes, substances or materials as identified under the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), as amended, and the regulations of the United States Environmental Protection Agency, or (ii) in such a way as to create any environmental condition that is actionable under any Federal, State or local environmental law or regulation. Any such representations or warranties are expressly disclaimed hereby.

The Purchaser of the property at the foreclosure sale shall accept and take the property in its present condition and subject to any loss, claims, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expense, action, or cause of action, pursuant to any Federal, State or local law or regulation.

WITNESS my hand this the 27<sup>th</sup> day of September, 2021

  
\_\_\_\_\_  
J. Milton Chapman, Substitute Trustee  
101 W. Goodwin, Suite 700, Victoria, TX

**FILED**  
2021 SEP 27 P 12:04  
M. D.  
  
COUNTY CLERK  
VICTORIA COUNTY, TEXAS

2021 OCT -8 P 2:06

NOTICE OF TRUSTEE'S SALE AND  
APPOINTMENT OF SUBSTITUTE TRUSTEE

M-A  
Debi Carley  
COUNTY CLERK  
VICTORIA COUNTY, TEXAS

ACTIVE MILITARY SERVICE NOTICE:

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.

WHEREAS on JANUARY 22, 2020, TIMOTHY W. LAQUAY, an individual residing in the State of Texas ("Timothy Laquay"), and LINDA F. LAQUAY, an individual residing in the State of Texas ("Linda Laquay") and together with Timothy Laquay, individually and collectively, "Grantor") executed:

(1) that certain **DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS AND FINANCING STATEMENT** (the "First Lien Deed of Trust") which is recorded as INSTRUMENT NO. 202001456 of the real property records of Victoria County, Texas, and which presently secures PLAINSCAPITAL BANK, a Texas state bank ("Lender") in the payment of, among other things, that certain **PROMISSORY NOTE** in the original principal amount of **SIX MILLION THREE HUNDRED SIXTY-FIVE THOUSAND THREE HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$6,365,365.00)** executed by TW LAQUAY MARINE, LLC, a Texas limited liability company ("Debtor") and payable to the order of Lender (the "Facility A Note"); and

(2) that certain **DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS AND FINANCING STATEMENT** (the "Second Lien Deed of Trust") which is recorded as INSTRUMENT NO. 202001457 of the real property records of Victoria County, Texas, and which presently secures Lender in the payment of, among things, that certain **PROMISSORY NOTE** dated as of JANUARY 22, 2020, in the original principal amount of **FOUR MILLION FOUR HUNDRED FIFTY-FIVE THOUSAND SEVEN HUNDRED FIFTY-FIVE AND 00/100 DOLLARS (\$4,455,755.00)**, executed by Debtor and payable to the order of Lender (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, the "Facility B Note"); and

(3) that certain **DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES, ASSIGNMENT OF RENTS AND FINANCING STATEMENT** (the "Third Lien Deed of Trust") and together with the First Lien Deed of Trust and the Second Lien Deed of Trust, collectively, the "Deeds of Trust") which is recorded as INSTRUMENT NO. 202001458 of the real property records of Victoria County, Texas, and which presently secures Lender in the payment of, among things, that certain **PROMISSORY NOTE** dated as of JANUARY 22, 2020, in the original principal amount of **SEVEN**

**HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00)**, executed by Debtor and payable to the order of Lender (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, the "Revolving Facility Note");

**WHEREAS**, the Deeds of Trust conveyed to the trustee named therein the property in Victoria County, Texas described on Exhibit A attached hereto and made part hereof for all purposes, together with any and all other property described in the Deeds of Trust and not previously released of record, including, but not limited to, any and all personal property, fixtures, improvements and appurtenances described therein (collectively, the "Property"), which presently secures Lender in the payment of, among other things, the Notes, and all other indebtedness of Debtor to Lender (collectively, the "Indebtedness"); and

**WHEREAS**, Lender is the present holder of the Notes and beneficiary of the Deeds of Trust; and

**WHEREAS**, default has occurred in the payment of the Indebtedness, the Indebtedness is wholly due, and Lender has requested the undersigned, as Substitute Trustee, to sell the Property toward satisfaction of the Indebtedness;

**NOW THEREFORE, NOTICE IS HEREBY GIVEN** that on TUESDAY, NOVEMBER 2, 2021, Substitute Trustee will sell the Property at public auction at the Victoria County Courthouse at the area in front of the east door of the Courthouse Building, located at 115 North Bridge Street, Victoria, Texas 77901, or at such other place as may be designated by the Commissioners Court of Victoria County, Texas pursuant to Section 51.002 of the Texas Property Code, to the highest bidder for cash, except that Lender's bid may be by credit against the Indebtedness secured by the lien of the Deed of Trust. The earliest time the sale will occur is at 11:00 a.m., and the sale will be concluded no later than three hours thereafter.

**APPOINTMENT OF SUBSTITUTE TRUSTEE:** Lender, pursuant to Section 51.0075 of the Texas Property Code and the power to do so contained in the Deed of Trust, does hereby remove the present trustee or successor trustee under the Deed of Trust and does hereby name, constitute and appoint **STEVEN S. CAMP, REUBEN ROSOF, ANNIE BOLDING, SABRINA NEFF, JOHNNY TAYLOR, and JEFFREY B. LANE** as successor trustee (the "Substitute Trustee"), each empowered to act independently, in place and in the stead of the present trustee or successor trustee, effective October 1, 2021. The address for Successor Trustee is:

c/o Husch Blackwell, LLP  
600 Travis Street, Suite 2350  
Houston, TX 77002.

**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 AUTHORIZED AGENT OF THE MORTGAGEE.**

PLAINSCAPITAL BANK

By: \_\_\_\_\_

Name: Tony Fernandez

Title: Executive Vice President

325 North St. Paul Street, Suite 800

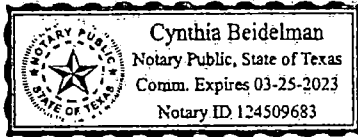
Dallas, TX 75201

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on October 5, 2021, by Tony Fernandez, Executive Vice President of PLAINSCAPITAL BANK, a Texas state bank, on behalf of said bank.

[Seal]



Cynthia Beidelman  
Notary Public, State of Texas

2021 OCT 11 P 4: 09

**NOTICE OF FORECLOSURE SALE**

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

  
COUNTY CLERK  
VICTORIA COUNTY, TEXAS

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

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND, TOGETHER WITH ALL IMPROVEMENTS THEREON, AND BEING LOT 10, BLOCK 2, EAGLE HEIGHTS SUBDIVISION, UNIT 5 IN MAVERICK COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN ENVELOPE 218, SIDE B, MAP RECORDS OF MAVERICK COUNTY, TEXAS.

2. **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 shall begin no earlier than 12:00 P.M. or no later than three hours thereafter. The sale shall be completed by no later than 4:00 P.M.

**Place:** MAVERICK County, on the steps at the front of the Maverick County Courthouse on Quarry Street in Eagle Pass, Texas, or at the location and address designated by the Commissioners Court of said county, pursuant to 51.002 of the Texas Property Code as the location and address where the sale is to be held. The sale shall take place in the area designated by the Commissioners Court, pursuant to Section 51.002 of the Texas Property Code, as the place where foreclosure sales are to take place. If no place is designated by the Commissioners Court, sale will be conducted at the place where the Notice of Trustee's Sale was posted.

3. **Terms of Sale:** The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale. Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold. If a purchaser desires to pay with cashier's checks, they should be made payable to Anderson Vela, L.L.P. or endorsed in accordance with the instructions by the Trustee. The purchase price in a sale held by the undersigned herein is payable immediately on acceptance of the bid by the undersigned trustee or substitute trustee. 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust. 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 51.0075(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee. If the Foreclosure Sale is passed, 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.

4. The Deed of Trust may encumber both real and personal property. Notice is hereby given of Holder's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with the Holder's rights and remedies under the Deed of Trust and Section 9.604 of the Texas Business and Commerce Code.

5. 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 property.

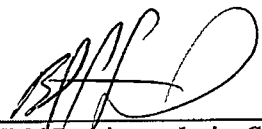
Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

6. **Type of Sale.** The sale is a non-judicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust/Security Instrument ("Deed of Trust") executed by Luis De Luna and Margarita Contreras Tiscareno ("Debtor"). Said Deed of Trust secures a Promissory Note/Loan Agreement, and any renewals, extensions or modifications thereof, dated August 24, 2000 and executed by Debtor in the Original Principal Amount of \$20,400.00. The current beneficiary of the Deed of Trust is The Bank of New York Mellon Trust Company, N.A. f/k/a The Bank of New York Trust Company, N.A., as successor-in-interest to JPMorgan Chase Bank, N.A., f/k/a JPMorgan Chase Bank, as Trustee for Security National Mortgage Loan Trust 2002-2, 323 Fifth Street, Eureka, CA 95501. The Deed of Trust is dated August 24, 2000, designating Maricela M. Franco as the Original Trustee and is recorded in the office of the County Clerk of MAVERICK County, Texas, under Instrument No. 100155 and Correction Deed of Trust filed under Inst. No. 101327, of the Real Property Records of MAVERICK County, Texas. The foreclosure of this mortgage is being administered by a mortgage servicer representing the mortgagee under a servicing agreement. Questions concerning the sale may be directed to the undersigned, Richard E. Anderson, 4920 Westport Drive, The Colony, Texas 75056, who sent this notice, or to the mortgage servicer, SN Servicing Corporation, 323 Fifth Street, Eureka, CA 95501.

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.

8. **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.**

DATED 10-11-21

  
Bob Frisch, Vicki Rodriguez, Janice Stoner, Jo Woolsey,  
Richard Anderson, Ray Vela or Cesar DeLaGarza

4920 Westport Drive  
The Colony, Texas 75056  
214.276.1545 - telephone  
214.276.1546 - facsimile  
Substitute Trustees

FILE No. 10010  
County Clerk, Victoria County, Texas  
**NOTICE OF FORECLOSURE SALE**

FILED

2021 OCT 12 A 10:32

*aw*

*Victoria County*  
COUNTY CLERK  
VICTORIA COUNTY, TEXAS

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

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

BEING LOT NUMBER FOURTEEN (14), IN BLOCK NUMBER ELEVEN (11), OF PRIMROSE PLACE, AN ADDITION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF SAID ADDITION OF RECORD IN VOLUME 3, PAGE 48 OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS, TO WHICH REFERENCE IS HERE MADE FOR DESCRIPTIVE PURPOSES.

2. **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 shall begin no earlier than 11:00 A.M. or no later than three hours thereafter. The sale shall be completed by no later than 4:00 P.M.

**Place:** VICTORIA County, at the area in front of the east door of the Victoria County Courthouse, 115 North Bridge Street in Victoria, Texas, or at the location and address designated by the Commissioners Court of said county, pursuant to 51.002 of the Texas Property Code as the location and address where the sale is to be held. The sale shall take place in the area designated by the Commissioners Court, pursuant to Section 51.002 of the Texas Property Code, as the place where foreclosure sales are to take place. If no place is designated by the Commissioners Court, sale will be conducted at the place where the Notice of Trustee's Sale was posted.

3. **Terms of Sale:** The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale. Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold. If a purchaser desires to pay with cashier's checks, they should be made payable to Anderson Vela, L.L.P. or endorsed in accordance with the instructions by the Trustee. The purchase price in a sale held by the undersigned herein is payable immediately on acceptance of the bid by the undersigned trustee or substitute trustee. 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust. 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 51.0075(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee. If the Foreclosure Sale is passed, 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.

4. The Deed of Trust may encumber both real and personal property. Notice is hereby given of Holder's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with the Holder's rights and remedies under the Deed of Trust and Section 9.604 of the Texas Business and Commerce Code.

5. 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 property.

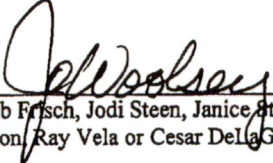
Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

6. Type of Sale. The sale is a non-judicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust/Security Instrument ("Deed of Trust") executed by Patricia Garcia ("Debtor"). Said Deed of Trust secures a Promissory Note/Loan Agreement, and any renewals, extensions or modifications thereof, dated November 18, 2005 and executed by Debtor in the Original Principal Amount of \$71,800.00. The current beneficiary of the Deed of Trust is U.S. Bank Trust National Association as Trustee of the Cabana Series IV Trust, 323 Fifth Street, Eureka, CA 95501. The Deed of Trust is dated November 18, 2005, designating PRLAP, Inc. as the Original Trustee and is recorded in the office of the County Clerk of VICTORIA County, Texas, under Instrument No. 200515994 as modified by Inst. No. 201505403, of the Real Property Records of VICTORIA County, Texas. The foreclosure of this mortgage is being administered by a mortgage servicer representing the mortgagee under a servicing agreement. Questions concerning the sale may be directed to the undersigned, Richard E. Anderson, 4920 Westport Drive, The Colony, Texas 75056, who sent this notice, or to the mortgage servicer, SN Servicing Corporation, 323 Fifth Street, Eureka, CA 95501.

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.

8. **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.**

DATED 10-12-21

  
Jo Woolsey, Bob Frisch, Jodi Steen, Janice Stoner,  
Richard Anderson, Ray Vela or Cesar DeLaGarza

4920 Westport Drive  
The Colony, Texas 75056  
214.276.1545 - telephone  
214.276.1546 - facsimile  
Substitute Trustees