

POSTED

JUN 14 2024

Christine A. Jones  
McCulloch, County Clerk

NOTICE OF FORECLOSURE SALE

STATE OF TEXAS                   §  
   §  
COUNTY OF McCULLOCH       §

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

Property (including any improvements):

Being that certain tract of 141.04 acres, Tract 3, out of a 400.00 acre tract, Volume 485, Page 551, Official Public Records of McCulloch County, Texas, consisting of 8.56 acres out of the H. & T. C. Ry. Co. Survey 63 ½, Abstract 635, and 132.48 acres out of the A. Perl Survey 212, Abstract 1117, McCulloch County, Texas.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is that certain Deed of Trust dated March 11, 2022:

Grantor:                   Smith Dough III LLC  
Original Trustee:       William C. Shaddock  
Lender:                   400 McCulloch Venture, LLC  
Holder of Note:         400 McCulloch Venture, LLC

Recorded in: Instrument No. 55313, Volume 489, Page 499, Official Public Records of McCulloch County, Texas.

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

Date: **Tuesday, July 2, 2024**

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed within such three hour time period.

Place: At the steps at the front of the McCulloch County Courthouse, 199 County Courthouse Square, Brady, Texas 76825.

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

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

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

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

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

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

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

5. *Type of Sale.* The sale is a nonjudicial deed-of-trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Shannon Salazar.

6. *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of \$550,000.00, executed by Joshua Smith on behalf of Smith Dough III LLC, and payable to the order of 400 McCulloch Venture, LLC and (b) all renewals and extensions of the note. 400 McCulloch Venture, LLC is the current owner and holder of the Obligation and is the beneficiary under the deed of trust.

In addition, there are attorney's fees and court costs incurred in this sale which incur the Obligations of the Borrower, Smith Dough III LLC.

Questions concerning the sale may be directed to the undersigned or to the beneficiary via their representative, Jasmine Duran, at 210-510-1275.

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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.

**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: June 7, 2024



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ATTORNEYS FOR BENEFICIARY