

NOTICE OF ACCELERATION AND FORECLOSURE NOTICE LETTER

January 3, 2022

CERTIFIED MAIL RETURN RECIEPT REQUESTED/ REGULAR MAIL

Travis Franzen
4154 Fossil Fern
San Antonio, TX 78261

Re: Notice of acceleration and foreclosure sale regarding the following instruments, among others (collectively, the "Loan Documents"):

Deed of Trust ("Deed of Trust")

Dated: February 16th, 2018

Grantor/ Borrower: Travis Franzen

Trustee: James B. House

Lender: Ronald Hengst and Larry Seydler

Recorded in Volume 454, Page 624 of the real property records of McCulloch County, Texas, being recorded in Volume 454, Page 624 of the real property records of McCulloch County, Texas.

Secure a Real Estate Lien Note ("Note") in the original principal amount of \$1,350,000.00, executed by TRAVIS FRANZEN ("Borrower") and payable to the order of Lender Ronald Hengst and Larry Seydler in all past due amounts of \$1,256,144.06 plus lawful interest.

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JAN 5 2022

Christine A. Jones
McCulloch County Clerk

This letter is written at the request and on behalf of our client, RONALD HENGST and LARRY SEYDLER. Written notice on default was sent to the client on November 10, 2021, was served on Borrower by JAMES B. HOUSE on behalf of Lender by certified mail, return receipt requested, informing Borrower of the existence of one or more defaults under the Note and the Deed of Trust ("Defaults"). The Note, among other things, constitutes part of the indebtedness secured by the Deed of Trust ("Indebtedness"). In that notice, demand was made on Borrower to pay the unpaid past due amounts then owing under the Note and Borrower was advised of Lender's intention to accelerate the maturity of the Note if the Defaults were not cured.

According to the records of Lender, Borrower has not cured the Defaults. Therefore, Lender, by this letter, accelerates the maturity of the Indebtedness (including all unpaid principal of, and all lawful accrued and unpaid interest and other lawful amounts due under, the Note) and declares the entire Indebtedness immediately due and payable. Lender makes demand (1) on Borrower and on all persons and entities obligated on the note (except to the extent that obligation is expressly limited by written contract or applicable law) for payment in full of the entire Indebtedness and (2) on Grantor for payment of rents and proceeds of any rents to which Lender is entitled under the Loan Documents and Texas Property Code chapter 64, Assignment of Rent to Lienholder.

Lender has instructed Trustee to sell the Property (as defined in the notice below) at a nonjudicial foreclosure sale ("Foreclosure Sale"). A copy of the Notice of Foreclosure Sale ("Notice") specifying the date, time, place, and terms of the Foreclosure Sale is enclosed with this letter. If all amounts due and owing have not been paid [or if other arrangements satisfactory to Lender have not then been made] by the Foreclosure Sale, Trustee will conduct the Foreclosure Sale on the date and at the time and place specified in the Notice, as authorized by and in accordance with the provisions of the Deed of Trust and applicable law.

If the proceeds of the Foreclosure Sale are insufficient to repay the Indebtedness, then, except to the extent that the Indebtedness is expressly nonrecourse or any party's liability is expressly limited by written contract or applicable law, each person and entity obligated to repay the Indebtedness will be jointly and severally liable for the deficiency.

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If any party who receives this letter is a debtor in a bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code (title 11 of the United States Code), this letter is merely intended to be written notice of the defaults under the Note in compliance with the Loan Documents and applicable law. This letter is not an act to collect, assess, or recover a claim against that party, nor is this letter intended to violate any provisions of the Code. Any and all claims that Lender asserts against that party will be properly asserted in compliance with the Code in the bankruptcy proceeding. In addition, all of Lender's claims, demands, and accruals regarding the Loan Documents, whenever made, and whether for principal, interest, or otherwise, are intended to comply in all respects, both independently and collectively, with all applicable usury laws, and are accordingly limited so that all applicable usury laws are not violated.

Nothing contained in this letter is intended to waive any default or event of default; waive any rights, remedies, or recourses available to Lender; or be an election of remedies resulting from a default that may exist with respect to the Loan Documents.

You may contact me, James B. House of House and House, PC at 8526 N. New Braunfels Ave., San Antonio, Texas 78217, (210) 821-6863, regarding any questions that you may have, including the outstanding balance of the past due amounts on the Note as of any particular date. If you have any questions that you believe I can answer, you or your attorney may contact me at the telephone number or address listed below.

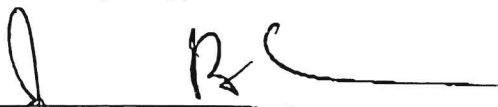
Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard of the National Guard of another state or as a member of a reserve component of the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

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Christine A. Jones
McCulloch County Clerk

Yours very truly,



James B. House
Attorney for Ronald Hengst and Larry Seydler
TRN: 10040950
8526 N. New Braunfels Ave.
San Antonio, Texas 78217
(210) 821-6863/Phone
(210) 821-6866/Fax
houzelawpc@gmail.com

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Christine A. Jones
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Notice of Foreclosure Sale

January 3, 2022

CERTIFIED MAIL RETURN RECIEPT REQUESTED/ REGULAR MAIL

Travis Franzen
1454 Fossil Fern
San Antonio, Texas, 78261

Deed of Trust ("Deed of Trust")

Dated: February 16th, 2018

Grantor/ Borrower: Travis Franzen

Trustee: James B. House

Lender: Ronald Hengst and Larry Seydler

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being recorded in Volume 454, Page 624 of the real property records of McCulloch County,
Texas.

Secure a Real Estate Lien Note ("Note") in the original principal amount of \$1,350,00.00,
executed by TRAVIS FRANZEN ("Borrower") and payable to the order of Lender RONALD
HENGST and LARRY SEYDLER

Modifications and renewals, The Note was modified by agreement dated 20th of August, 2020.

By its terms the Borrower has failed to pay the same due and owing. (as used herein, the terms

"Note" and "deed of Trust" mean the Note and Deed of trust as so modified, renewed, and/ or

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extended)

Property: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, including the real property described in the attached Exhibit A, and all rights and appurtenances thereto

And

Foreclosure Sale:

Date: Tuesday, February 8, 2022

Time: The sale of the property will be held between the hours of 10 A.M and 4 P.M local time; **the earliest time at which the Foreclosure Sale will began is 10 A.M**

Place: The South End of the 1st floor of the McCulloch County Courthouse, 199 County Courthouse Square, Brady, Texas 76825.

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 RONALD HENGST and LARRY SEYDLER'S bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, RONALD HENGST and LARRY SEYDLER, the owners and holder of the Note, has requested Trustee to sell the property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of RONALD HENGST and LARRY SEYDLER'S election to proceed against and sell both

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the real and personal property and any personal property described in the Deed of Trust in accordance with RONALD HENGST and LARRY SEYDLER's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

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

If RONALD HENGST and LARRY SEYDLER 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 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 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 by RONALD HENGST and LARRY SEYDLER. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matter, 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.

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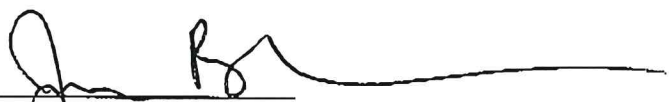
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Pursuant to section 51.0075(a) of the Texas Property Code, [Substitute] Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is open for the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

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active 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 a written notice of the active-duty military services to the sender of this notice immediately.

Yours very truly,



James B. House
Attorney for Ronald Hengst and Larry Seydler
TBN: 10040950
8526 N. New Braunfels Ave.
San Antonio, Texas 78217
(210) 821-6863/Phone
(210) 821-6866/Fax
houselawpc@gmail.com

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