

**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 Lender, and pursuant to Section 51.0076 of the Texas Property Code, I hereby name, appoint and designate John R. Lively, Jr., Daniel R. Aguilar, and Monty Moncrief, 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.

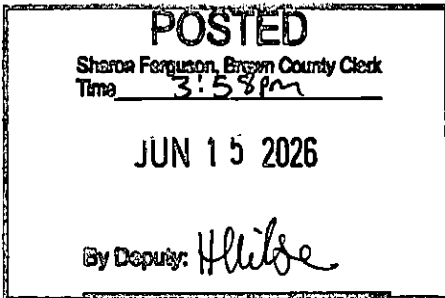
**SUBSTITUTE TRUSTEE**

**ADDRESS:**

c/o Lively & Associates, PLLC, 301 Commerce Street, Suite 1401, Fort Worth, Texas 76102.

**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 Lender 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 **July 7, 2026, between the hours of 10:00 a.m. – 4:00 p.m.** 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 at the Brown County Courthouse, 200 South Broadway, Brownwood, TX 76801 OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE.

**INSTRUMENT TO BE FORECLOSED:**

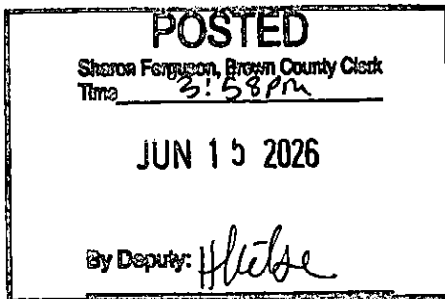
Deed of Trust or Contract Lien dated September 11, 2025, and recorded on November 24, 2025, as Instrument No. 2506648, in the real property records of Brown County, Texas, with KELLIE HOOPER & THE KELLIE HOOPER IRREVOCABLE ASSET TRUST as Grantor and David Blake as Beneficiary (Lender).

**OBLIGATIONS SECURED:**

Deed of Trust or Contract Lien executed by Shawn Hooper, as authorized representative of KELLIE HOOPER & THE KELLIE HOOPER IRREVOCABLE ASSET TRUST securing the payment of the indebtedness in the original principal amount of \$469,500.00 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 Texas Oil and Gas Operating LLC. David Blake is the current Beneficiary (the "Lender") of the Note and Deed of Trust or Contract Lien.

**LEGAL DESCRIPTION OF PROPERTY TO BE SOLD:**

Lot 271, King's Point Cove Unit 1, 0.35 acres, GEO ID R4947-0271-00, Property ID 20039255, commonly known as Summer Wind Dr, Brownwood, TX 76801, recorded on February 22, 2022, as Instrument No. 2201206, in the Official Public Records of Brown County, Texas.



Lot 285, King's Point Cove Unit 1, 0.49 acres, GEO ID R4947-0285-00, Property ID 20039269, commonly known as Summer Wind Dr, Brownwood, TX 76801, recorded on February 22, 2022, as Instrument No. 2201210, in the Official Public Records of Brown County, Texas.

Lot 287, King's Point Cove Unit 1, 0.72 acres, GEO ID R4947-0287-00, Property ID 20039271, commonly known as Summer Wind Dr, Brownwood, TX 76801, recorded on February 22, 2022, as Instrument No. 2201208, in the Official Public Records of Brown County, Texas.

(the "Property")

**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 Lender thereunder to have the bid credited to the Note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

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

The Deed of Trust permits the Lender 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 refiled may be after the date originally scheduled for this sale.

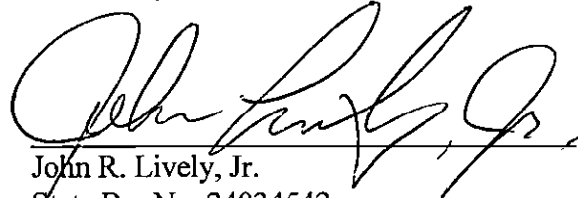
**POSTED**  
Sheron Ferguson, Brown County Clerk  
Time 3:58 PM  
**JUN 15 2026**  
By Deputy: *H. H. H.*

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

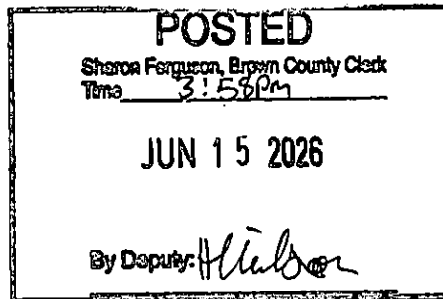
TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF THE RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SENT WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

Signed on the 11<sup>th</sup> day of June, 2026.

LIVELY & ASSOCIATES, PLLC  
301 Commerce Street, Suite 1401  
Fort Worth, Texas 76102  
817-338-1030 Telephone  
817-338-1050 Facsimile  
[Jr.Lively@LivelyLLP.com](mailto:Jr.Lively@LivelyLLP.com)



John R. Lively, Jr.  
State Bar No. 24034542  
Attorney for David Blake, Lender



**CERTIFICATE OF POSTING**

My name is John R. Lively, Jr. and my address is 301 Commerce Street, Suite 1401, Fort Worth, Texas 76102. I declare under the penalty of perjury that on June 11, 2026, I issued to be filed at the office of the Brown County Clerk and caused to be posted at the Brown County courthouse (or other designated place) this notice of sale.

Signed: *John R. Lively, Jr.*

Declarant's Name: John R. Lively, Jr.

Date: June 11, 2026

