

**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 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.**

### **Recitals:**

- A. Bank OZK (the “**Lender**”) is the current owner and holder of that certain Promissory Note described in further detail below.
- B. In accordance with the rights under the Deed of Trust and §§ 51.001(7) and 51.0075 of the Texas Property Code, Lender appointed Emory C. Powers and/or Jordan D. Barley and/or Isaac M. Segura as Substitute Trustees.
- C. The Promissory Notes are secured by the Deed of Trust described below.
- D. The Borrower is in default under the Promissory Notes and the Deed of Trust, and the default has not been cured.
- E. Accordingly, the Lender has accelerated the indebtedness evidenced by the Promissory Notes and has provided Borrower with Notice of Default, Notice of Acceleration, and Notice of Intent to Foreclosure.
- F. In accordance with the Lender’s rights under the Deed of Trust, Lender intends to invoke the power of sale as provided therein.
- G. Accordingly, the Lender has requested Substitute Trustee to sell the Property described below.

### **Notice of Substitute Trustee 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 Substitute Trustee Sale and the applicable laws of the State of Texas.

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

**Date:** The sale shall be held on Tuesday, May 6, 2025.

FORECLOSURE  
FILED FOR POSTING  
Cecilia McClintock  
COUNTY CLERK, LLANO COUNTY, TEXAS  
BY K Baker DEPUTY  
DATE 4/7/2025  
TIME 3:26P

**Time:** The earliest the sale will begin is at 10:00 AM and will occur not later than three hours after that time.

**Place:** THE SALE SHALL BE HELD AT THE SOUTH DOOR OF THE LLANO COUNTY COURTHOUSE, 801 FORD STREET, LLANO, LLANO COUNTY, TEXAS ON THE STEPS OR SUCH OTHER PLACE AS DESIGNATED FOR REAL PROPERTY FORECLOSURES PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE BY THE COUNTY COMMISSIONER OF LLANO COUNTY, TEXAS.

**2. Terms of Sale:**

Because of the default in performance of the obligations secured by the Deed of Trust the Substitute Trustee will sell the Property "As Is" by public auction to the highest bidder for cash.

**3. Instruments to be Foreclosed:**

The security instrument to be foreclosed is the Deed of Trust dated August 29, 2022, by Wind & Water Construction, LLC, as Grantor (the "**Borrower**"), to Chris Stinger (the "**Trustee**"), for the benefit of Lender, as Beneficiary, and recorded as Instrument No. 22 07361 in the Official Public Records of Llano County, Texas.

**4. Name and Address of Substitute Trustee:**

The name of the Substitute Trustee is:

EMORY C. POWERS and/or JORDAN D. BARLEY and/or ISAAC M. SEGURA.

The address of the Substitute Trustee is:

Adams and Reese LLP  
LyondellBasell Tower  
1221 McKinney, Suite 4400  
Houston, Texas 77010

**5. Obligations Secured:**

The indebtedness is evidenced by the Promissory Note dated August 29, 2022 (the "**Note**") and, together with the Deed of Trust and all amendments, schedules, exhibits, addendums and other documents and agreements related to the indebtedness, the "**Loan Documents**") in the original principal amount of Two Hundred Twelve Thousand Forty & 0/100 Dollars (\$212,040.00) and includes all accrued and unpaid interest and all other amounts payable by the maker as described in the Loan Documents, any other related documents, and all modifications, renewals, and extensions thereof. Bank OZK is the current lien holder of the Deed of Trust and the current owner and holder of the obligations secured by the Loan Documents.

**6. Property to Be Sold:**

The property to be sold includes the following described real property, together with all existing buildings, improvements and fixtures, all easements, rights of way and appurtenances, all water and water rights, and all other rights, royalties and profits, relating to the real property, including without limitation such rights as Borrower may have in all minerals, oil, gas, geothermal and similar matters:

BEING SURFACE RIGHTS ONLY IN AND TO LOT NO. SIX HUNDRED FIFTY-NINE (659), REPLAT OF NOB HILL, A SUBDIVISION LOCATED IN LLANO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 81, PLAT RECORDS OF LLANO COUNTY, TEXAS.

Commonly known as: 2230 MacArthur Avenue, Kingsland, TX 78639, Lot 659 (the "**Property**").

**7. Additional Provisions:**

Borrower defaulted on the Promissory Note, the Promissory Note was accelerated, the indebtedness secured by the Deed of Trust is now wholly due and payable, default has occurred in the payment of said indebtedness, and the Lender, as the owner of the Promissory Note, has requested Substitute Trustee to sell the Property.

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

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

If Lender passes the Substitute Trustee Sale, notice of the date of any rescheduled Substitute Trustee 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 Substitute Trustee 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 Substitute Trustee 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 Substitute Trustee Sale will not cover any part of the Property that has been released of public record by Lender 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.

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 Substitute Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by a Substitute Trustee.

This Notice of Substitute Trustee Sale is executed this 3<sup>rd</sup> day of April 2025.

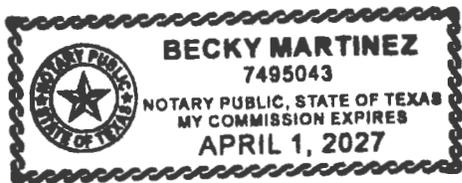
  
Emory Powers, Substitute Trustee

Address of Substitute Trustee:

Emory Powers  
Adams and Reese LLP  
1221 McKinney St, Suite 4400  
Houston, Texas 77010

STATE OF TEXAS       §  
  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 3<sup>rd</sup> day of April 2025, by Emory Powers, Substitute Trustee, in the capacity therein stated.



  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS  
  
Printed Name of Notary  
My Commission expires: 4-1-27