

**NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE**

FILED FOR RECORD

2025 MAY 13 AM 10:11

Date: May 13, 2025

Trustee: Lori Corpier, 409 W. Loop 281 #102, Longview, TX 75605

HEATHER HENIGAN  
CO. CLERK HARRISON, CO

Lender: WJR Properties, LLC—Series 102

BY st DEPUTY

Note: Real Estate Lien Note dated October 12, 2018, executed by Erik Burns & Kokesha Burns and made payable to WJR Properties, LLC—Series 102

Deed of Trust:

**Date:** October 12, 2018

**Grantor:** Erik Burns & Kokesha Burns

**Lender:** WJR Properties, LLC—Series 102

**Recording information:** Instrument No. 2018-000011658, Official Public Records, Harrison County, Texas.

**Property (including any improvements):** ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND SITUATED IN HARRISON COUNTY, TEXAS, ABOUT 7 MILES NORTHEAST OF THE COURTHOUSE IN THE CITY OF MARSHALL, BEING 0.613 ACRE OF LAND, A PART OF THE I.E. WHITE SURVEY, A-755, BEING A PART OF THE RESIDUE OF THAT CERTAIN CALLED 10.03 ACRE TRACT DESIGNATED AS "FIRST TRACT" IN DEED FRANK T. BRUCE, JR. ET UX TO MARVIN K. HALL, ET UX, DATED AUGUST 20, 1990, AND RECORDED IN VOLUME 1254, PAGE 301 OF THE HARRISON COUNTY DEED RECORDS, SAID 0.613 ACRE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 1/2" IRON ROD WITH SURVEYOR'S CAP FOUND FOR CORNER, BEING ON THE WEST LINE OF SAID CALLED 10.03 ACRE TRACT, ALSO BEING THE SOUTHWEST CORNER OF A 2.00 ACRE TRACT, DESCRIBED IN DEED TO CLIFTON WILLIAMS, ET UX, RECORDED IN VOLUME 4199, PAGE 308 OF THE HARRISON COUNTY OFFICIAL PUBLIC RECORDS, AND SAME BEING THE EAST RIGHT OF WAY LINE OF F.M. HIGHWAY 1793;

THENCE EAST, ALONG THE SOUTH LINE OF SAID 2.00 ACRE TRACT AND THE NORTH LINE OF THE RESIDUE OF SAID CALLED 10.03 ACRE TRACT, 267.23 FEET TO A 1/2" IRON ROD WITH SURVEYOR'S CAP SET FOR CORNER;

THENCE SOUTH 01 DEGREE 17' 25" EAST-86.79 FEET TO AN 8" WOOD FENCE CORNER POST FOUND FOR CORNER;

**THENCE SOUTH 84 DEGREES 50' 41" WEST-273.37 FEET TO A ½" IRON ROD WITH SURVEYOR'S CAP FOUND FOR CORNER, BEING ON THE WEST LINE OF SAID 10.03 ACRE TRACT, SAME BEING ON SAID EAST RIGHT OF WAY LINE OF F.M. HIGHWAY 1793;**

**THENCE IN A NORTHERLY DIRECTION, ALONG THE WEST LINE OF SAID CALLED 10.03 ACRE TRACT AND THE EAST RIGHT OF WAY LINE OF SAID F.M. HIGHWAY 1793, ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 5769.12 FEET, AN ARC LENGTH OF 111.38 FEET, AND A CHORD BEARING AND DISTANCE OF NORTH 01 DEGREE 35' 06" EAST-111.38 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.613 ACRE OF LAND, MORE OR LESS.**

Date of Sale: June 3, 2025


Time of Sale: 1:00 P.M.

Place of Sale: At the area designated at the Harrison County, Texas, courthouse by the Commissioners Court for such sales, or if the Commissioners Court has not designated an area, then at the front courthouse steps of the courthouse of Harrison County, Texas.

The maturity of the note has been accelerated and all sums secured by the Deed of Trust have been declared to be immediately due and payable. Lender appointed a Trustee under the Deed of Trust. Because of the default in performance of the obligations of the Deed of Trust, Lender has instructed Trustee to offer the Property for sale toward the satisfaction of the Note.

Notice is given that on the Date of Sale, the Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash. The earliest time the sale will occur is the Time of Sale, and the sale will be conducted no later than three hours thereafter.

**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.**

  
\_\_\_\_\_  
Lori Corpier, Trustee

**NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE**

FILED FOR RECORD

Date: May 13, 2025

2025 MAY 13 AM 10:12

Substitute Trustee: Lori Corpier, 409 W. Loop 281 #102, Longview, TX 75605

HEATHER HENIGAN  
CLERK HARRISON CO

Lender: WJR Properties, LLC—Series 35

BY st SHERIFF

Note: Real Estate Lien Note dated June 23, 2022, executed by Jonathan Gonzales & Graciela Gonzales and made payable to WJR Properties, LLC—Series 35

Deed of Trust:

**Date:** June 23, 2022

**Grantor:** Jonathan Gonzales & Graciela Gonzales

**Lender:** WJR Properties, LLC—Series 35

**Recording information:** Instrument No. 2022-000010671, Official Public Records, Harrison County, Texas.

**Property (including any improvements):** All that certain lot, tract or parcel of land, a part of the PETER WHETSTON SURVEY, A-256, lying within the Corporate Limits of the City of Marshall, being all of LOT SIX (6), in BLOCK TWO (2) of the MERZBACHER ADDITION to the said City of Marshall, Texas, according to the plat of same recorded in Book 75, Page 501, Deed Records, Harrison County, Texas.

Date of Sale: June 3, 2025

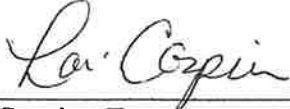
Time of Sale: 1:00 P.M.

Place of Sale: At the area designated at the Harrison County, Texas, courthouse by the Commissioners Court for such sales, or if the Commissioners Court has not designated an area, then at the front courthouse steps of the courthouse of Harrison County, Texas.

The maturity of the note has been accelerated and all sums secured by the Deed of Trust have been declared to be immediately due and payable. Lender appointed a Trustee under the Deed of Trust. Because of the default in performance of the obligations of the Deed of Trust, Lender has instructed Trustee to offer the Property for sale toward the satisfaction of the Note.

Notice is given that on the Date of Sale, the Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash. The earliest time the sale will occur is the Time of Sale, and the sale will be conducted no later than three hours thereafter.

**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.**

A handwritten signature in cursive script, appearing to read "Lori Corpier", written in dark ink.

---

Lori Corpier, Trustee

## NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

2025 MAY 12 AM 11:07

**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. Sender is: Codilis & Moody, P.C., 20405 State Highway 249, Suite 170, Houston, TX 77070**

### INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION

Deed of Trust dated September 30, 2016 and recorded under Clerk's File No. 2016-000009708, in the real property records of Harrison County Texas, with Rajeev Khatri a single person as Grantor(s) and Texas Bank and Trust Company as Original Mortgagee.

Deed of Trust executed by Rajeev Khatri a single person securing payment of the indebtedness in the original principal amount of \$369,000.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by Rajeev Khatri. U.S. BANK TRUST NATIONAL ASSOCIATION NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCAF ACQUISITION TRUST is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

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 property securing the above referenced loan. Selene Finance is acting as the Mortgage Servicer for the Mortgagee. Selene Finance, is representing the Mortgagee, whose address is: 3501 Olympus Blvd. 5th Fl. Ste. 500, Dallas, TX 75019.

#### Legal Description:

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND BEING LOT 9, BLOCK 4, TIMBER FALLS SUBDIVISION, AN ADDITION TO HARRISON COUNTY, SITUATED IN THE DAVID HILL SURVEY, A-301, HARRISON COUNTY, TEXAS, ACCORDING TO THE PLAT OF RECORD FILED IN CABINET B, SLIDE 97-A, HARRISON COUNTY PLAT RECORDS, OFFICIAL PUBLIC RECORDS, HARRISON COUNTY, TEXAS, AND SITUATED IN THE DAVID HILL SURVEY, A-93, GREGG COUNTY, TEXAS, ACCORDING TO THE PLAT OF RECORD FILED IN CABINET B, SLIDE 180, GREGG COUNTY PLAT RECORDS, OFFICIAL PUBLIC RECORDS, AND GREGG COUNTY CLERK FILE NO. 200706312, GREGG COUNTY, TEXAS.

### SALE INFORMATION

Date of Sale: 07/01/2025

Earliest Time Sale Will Begin: 10:00 AM

**Location of Sale:** The place of the sale shall be: Harrison County Courthouse, Texas at the following location: At the door of the easternmost entrance to the Harrison County Courthouse, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court

### TERMS OF SALE

A default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer 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.

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. 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.

The sale will begin at the earliest time stated above, or within three (3) hours after that time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

**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.**

**WHEREAS**, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I **HEREBY APPOINT AND DESIGNATE** Harriett Fletcher, Sheryl LaMont, Sharon St. Pierre, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or ASAP, as Substitute Trustee.

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is:  
Codilis & Moody, P.C.  
20405 State Highway 249, Suite 170  
Houston, TX 77070  
(281) 925-5200

Executed on 05/08/2025.

/s/ Will Morphis SBOT No. 24131905, Attorney at Law  
Codilis & Moody, P.C.  
20405 State Highway 249, Suite 170  
Houston, TX 77070  
(281) 925-5200

Posted and filed by: Sheryl LaMont

Printed Name: Sheryl LaMont, May 12, 2025

C&M No. 44-25-01585

458 KARABETH LANE  
HALLSVILLE, TX 75650

FILED FOR RECORD

2025 MAY 12 AM 11:07

00000010449676

HEATHER HENIGAN  
CO. CLERK HARRISON, CO

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: June 03, 2025

Time: The sale will begin at 10:00 AM or not later than three hours after that time.

Place: IMMEDIATELY OUTSIDE THE EASTERNMOST ENTRANCE TO THE HARRISON COUNTY COURTHOUSE 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 April 08, 2013 and recorded in Document INSTRUMENT NO. 2013-000004714 real property records of HARRISON County, Texas, with MARK ANTHONY ELLIS, A SINGLE MAN, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE, mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by MARK ANTHONY ELLIS, A SINGLE MAN, securing the payment of the indebtednesses in the original principal amount of \$181,632.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. WELLS FARGO BANK, 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. WELLS FARGO BANK, N.A., as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD.  
FORT MILL, SC 29715



**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 SHERYL LAMONT, SHARON ST. PIERRE, TERRI WORLEY, CHRISTINE WHEELLESS, KEVIN KEY, JAY JACOBS, PHILLIP HAWKINS OR LISA DELONG 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 Sheryl LaMont, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320. I declare under penalty of perjury that on May 12, 2025 I filed at the office of the HARRISON County Clerk and caused to be posted at the HARRISON County courthouse this notice of sale.



Declarants Name: Sheryl LaMont

Date: May 12, 2025



458 KARABETH LANE  
HALLSVILLE, TX 75650

00000010449676

00000010449676

HARRISON

**EXHIBIT "A"**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND, A PART OF THE O.H.P. BODINE SURVEY, A-70, HARRISON COUNTY, TEXAS, BEING ALL OF LOT SEVENTY-ONE (71) OF HIGHLANDS AT HALLSVILLE, ACCORDING TO THE PLAT OF SAID ADDITION RECORDED IN CABINET B, SLIDE 126-B, PLAT RECORDS, HARRISON COUNTY, TEXAS

FILED FOR RECORD

**NOTICE OF FORECLOSURE SALE**

2024 MAY 12 AM 8:50

1. **REAL PROPERTY TO BE SOLD:** The Real Property to be sold is described as follows:

WEATHERS KENICAN  
CLERK HARRISON CO

**TRACT ONE:**

BY na DEPUTY

All that certain lot, tract or parcel of land being 0.551 Acres, Lot 4, Block 2, Mallard Cove Subdivision, according to the plat of said addition recorded in Cabinet B, Slide 192-A, in the V. Pedraso Survey, A-540, Harrison County, Texas.

**TRACT TWO:**

All that certain lot, tract or parcel of land being 0.555 Acres, Lot 5, Block 2, Mallard Cove Subdivision, according to the plat of said addition recorded in Cabinet B, Slide 192-A, in the V. Pedraso Survey, A-540, Harrison County, Texas.

2. **LEGAL INSTRUMENTS TO BE FORECLOSED:**

Deed of Trust executed by W3B VENTURES, LLC and LAUREN ANNE WEBER dated October 10, 2023, and recorded at Harrison County Clerk's Document Number 2023-000012804, Official Public Records of Harrison County Texas; and

Modification of Deed of Trust executed by W3B VENTURES, LLC and LAUREN ANNE WEBER dated January 10, 2024, and recorded at Harrison County Clerk's Document Number 2024-000000834, Official Public Records of Harrison County Texas;

3. **DATE OF THE SALE:** The Date the Sale is to be conducted is as follows:

June 3, 2025

4. **TIME OF THE SALE:** The Sale will be conducted at the following time:

The Sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The Sale will be completed by no later than 1:00 p.m.

5. **PLACE OF THE SALE:**

The Sale will be conducted at the Harrison County Courthouse in Marshall, Texas, at place designated by the Harrison County Commissioner's Court.

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 of the Sale. Notice of the date of any rescheduled Foreclosure Sale will be posted and filed in accordance with the posting and filing requirements of the Texas Property Code. The posting or filing of the date, time and place of a postponed Sale may be after the date, time and place originally scheduled for this Sale.

6. **TERMS OF THE 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 of the Deed of Trust 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.

A Buyer desiring to purchase the Real Property will need to demonstrate the ability to pay cash on the day the Real Property is sold.

The Sale of the Real Property 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 Real Property, if any exist, to the extent that the prior matters of record remain in force and effect and have not been subordinated to the Deed of Trust. The Sale shall not cover any part of the Real 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 public real property records to determine the nature and extend of such matters, if any.

Pursuant to the Deed of Trust, the Beneficiary has the right to direct the Trustee or Substitute Trustee to sell the Real Property in one or more parcels and/or to sell all or only part of the Real Property.

Pursuant to Section 51.009 of the Texas Property Code, the Real 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 Real Property.

Pursuant to Section 51.0075 of the Texas Property Code, the Trustee or Substitute 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.

7. **TYPE OF SALE:** The Sale is a non-judicial Deed-of-Trust Lien Foreclosure Sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by W3B VENTURES, LLC and LAUREN ANNE WEBER .
8. **OBLIGATION SECURED:** The Deed of Trust provided that it secures the payment of the indebtedness and obligations therein described (collectively, the “Obligations”) including but not limited to the Promissory Note, dated October 10, 2023, in the original principal amount of \$80,000.00, executed by W3B VENTURES, LLC and LAUREN ANNE WEBER and

payable to the order of Texana Bank, N. A.

Texana Bank, N.A. is the current owner and holder of the Obligations and is the Beneficiary under the Deed of Trust.

9. **DEFAULT AND REQUEST TO ACT:** Default has occurred under the Deed of Trust, and the Beneficiary has requested the Substitute Trustee, to conduct this Sale. Notice is given that before the sale the Beneficiary may appoint another person as the Substitute Trustee to conduct the Sale.

**FAIR DEBT COLLECTION ACT PRACTICES NOTIFICATION**

This notice is sent to you in an attempt to collect the indebtedness due as stated above, and any information obtained from you will be used for that purpose. Within thirty (30) days of receipt of this notice, you may notify Lender or the undersigned in writing of any dispute you may have regarding the validity of the indebtedness. If you fail to dispute the indebtedness within said thirty days, Lender and the undersigned will assume that the indebtedness is valid. If you dispute the indebtedness, the undersigned will provide you with verification of the indebtedness. Upon your request within said thirty days, the undersigned will provide you with the name and address of the original Lender, if different from Lender. Any request for verification of this indebtedness shall in no way extend the deadline for the payment of this debt.

**NOTICE REQUIRED BY TEXAS PROPERTY CODE SECTION 51.002(b)(1)**

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.

**PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

Tom B. Watson  
1003 Stone Road  
Kilgore, Texas 75662

Dated: April 22, 2025.



Tom B. Watson  
Substitute Trustee

FILED FOR RECORD

**NOTICE OF FORECLOSURE SALE**

2025 MAY 12 AM 8:51

1. **REAL PROPERTY TO BE SOLD:** The Real Property to be sold is described as follows:

All that certain lot, tract or parcel of land being 0.55 Acres, Lot 4, Block 2, Mallard Cove Subdivision, according to the plat of said addition recorded in Cabinet B, Slide 192-A, in the V. Pedraso Survey, A-540, Harrison County, Texas.

2. **LEGAL INSTRUMENTS TO BE FORECLOSED:**

Deed of Trust executed by W3B VENTURES, LLC and LAUREN ANNE WEBER dated June 10, 2022, and recorded at Harrison County Clerk's Document Number 2022-000007739, Official Public Records of Harrison County Texas;

Modification of Deed of Trust executed by W3B VENTURES, LLC and LAUREN ANNE WEBER dated June 10, 2023, and recorded at Harrison County Clerk's Document Number 2023-000008964, Official Public Records of Harrison County Texas;

Modification of Deed of Trust executed by W3B VENTURES, LLC and LAUREN ANNE WEBER dated October 10, 2023, and recorded at Harrison County Clerk's Document Number 2023-000012806, Official Public Records of Harrison County Texas; and,

Modification of Deed of Trust executed by W3B VENTURES, LLC and LAUREN ANNE WEBER dated January 10, 2024, and recorded at Harrison County Clerk's Document Number 2024-000000831, Official Public Records of Harrison County Texas.

3. **DATE OF THE SALE:** The Date the Sale is to be conducted is as follows:

June 3, 2025

4. **TIME OF THE SALE:** The Sale will be conducted at the following time:

The Sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The Sale will be completed by no later than 1:00 p.m.

5. **PLACE OF THE SALE:**

The Sale will be conducted at the Harrison County Courthouse in Marshall, Texas, at place designated by the Harrison County Commissioner's Court.

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 of the Sale. Notice of the date of any rescheduled Foreclosure

Sale will be posted and filed in accordance with the posting and filing requirements of the Texas Property Code. The posting or filing of the date, time and place of a postponed Sale may be after the date, time and place originally scheduled for this Sale.

6. **TERMS OF THE 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 of the Deed of Trust 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.

A Buyer desiring to purchase the Real Property will need to demonstrate the ability to pay cash on the day the Real Property is sold.

The Sale of the Real Property 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 Real Property, if any exist, to the extent that the prior matters of record remain in force and effect and have not been subordinated to the Deed of Trust. The Sale shall not cover any part of the Real 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 public real property records to determine the nature and extend of such matters, if any.

Pursuant to the Deed of Trust, the Beneficiary has the right to direct the Trustee or Substitute Trustee to sell the Real Property in one or more parcels and/or to sell all or only part of the Real Property.

Pursuant to Section 51.009 of the Texas Property Code, the Real 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 Real Property.

Pursuant to Section 51.0075 of the Texas Property Code, the Trustee or Substitute 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.

7. **TYPE OF SALE:** The Sale is a non-judicial Deed-of-Trust Lien Foreclosure Sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by W3B VENTURES, LLC and LAUREN ANNE WEBER .
8. **OBLIGATION SECURED:** The Deed of Trust provided that it secures the payment of the indebtedness and obligations therein described (collectively, the “Obligations”) including but not limited to the Promissory Note, dated June 10, 2022, in the original principal amount of \$462,400.00, executed by W3B VENTURES, LLC and LAUREN ANNE WEBER and payable to the order of Texana Bank, N. A.

Texana Bank, N.A. is the current owner and holder of the Obligations and is the Beneficiary under the Deed of Trust.

9. **DEFAULT AND REQUEST TO ACT:** Default has occurred under the Deed of Trust, and the Beneficiary has requested the Substitute Trustee, to conduct this Sale. Notice is given that before the sale the Beneficiary may appoint another person as the Substitute Trustee to conduct the Sale.

**FAIR DEBT COLLECTION ACT PRACTICES NOTIFICATION**

This notice is sent to you in an attempt to collect the indebtedness due as stated above, and any information obtained from you will be used for that purpose. Within thirty (30) days of receipt of this notice, you may notify Lender or the undersigned in writing of any dispute you may have regarding the validity of the indebtedness. If you fail to dispute the indebtedness within said thirty days, Lender and the undersigned will assume that the indebtedness is valid. If you dispute the indebtedness, the undersigned will provide you with verification of the indebtedness. Upon your request within said thirty days, the undersigned will provide you with the name and address of the original Lender, if different from Lender. Any request for verification of this indebtedness shall in no way extend the deadline for the payment of this debt.

**NOTICE REQUIRED BY TEXAS PROPERTY CODE SECTION 51.002(b)(1)**

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.

**PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

Tom B. Watson  
1003 Stone Road  
Kilgore, Texas 75662

Dated: April 22, 2025.



---

Tom B. Watson  
Substitute Trustee

FILED FOR RECORD

**NOTICE OF FORECLOSURE SALE**

2025 MAY 12 AM 8:51

1. **REAL PROPERTY TO BE SOLD:** The Real Property to be sold is described as follows:

HEATHER HENIGAN  
CO. CLERK HARRISON CO.

BY *na* DEPUTY

**TRACT ONE:**

All that certain lot, tract or parcel of land being 0.551 Acres, Lot 4, Block 2, Mallard Cove Subdivision, according to the plat of said addition recorded in Cabinet B, Slide 192-A, in the V. Pedraso Survey, A-540, Harrison County, Texas.

**TRACT TWO:**

All that certain lot, tract or parcel of land being 0.555 Acres, Lot 5, Block 2, Mallard Cove Subdivision, according to the plat of said addition recorded in Cabinet B, Slide 192-A, in the V. Pedraso Survey, A-540, Harrison County, Texas.

2. **LEGAL INSTRUMENTS TO BE FORECLOSED:**

Deed of Trust executed by W3B VENTURES, LLC and LAUREN ANNE WEBER dated August 21, 2023, and recorded at Harrison County Clerk's Document Number 2023-000010237, Official Public Records of Harrison County Texas;

Modification of Deed of Trust executed by W3B VENTURES, LLC and LAUREN ANNE WEBER dated October 10, 2023, and recorded at Harrison County Clerk's Document Number 2023-000012805, Official Public Records of Harrison County Texas;

Modification of Deed of Trust executed by W3B VENTURES, LLC and LAUREN ANNE WEBER dated January 10, 2024, and recorded at Harrison County Clerk's Document Number 2023-000000833, Official Public Records of Harrison County Texas; and,

3. **DATE OF THE SALE:** The Date the Sale is to be conducted is as follows:

June 3, 2025

4. **TIME OF THE SALE:** The Sale will be conducted at the following time:

The Sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The Sale will be completed by no later than 1:00 p.m.

5. **PLACE OF THE SALE:**

The Sale will be conducted at the Harrison County Courthouse in Marshall, Texas, at place designated by the Harrison County Commissioner's Court.



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 of the Sale. Notice of the date of any rescheduled Foreclosure Sale will be posted and filed in accordance with the posting and filing requirements of the Texas Property Code. The posting or filing of the date, time and place of a postponed Sale may be after the date, time and place originally scheduled for this Sale.

6. **TERMS OF THE 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 of the Deed of Trust 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.

A Buyer desiring to purchase the Real Property will need to demonstrate the ability to pay cash on the day the Real Property is sold.

The Sale of the Real Property 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 Real Property, if any exist, to the extent that the prior matters of record remain in force and effect and have not been subordinated to the Deed of Trust. The Sale shall not cover any part of the Real 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 public real property records to determine the nature and extend of such matters, if any.

Pursuant to the Deed of Trust, the Beneficiary has the right to direct the Trustee or Substitute Trustee to sell the Real Property in one or more parcels and/or to sell all or only part of the Real Property.

Pursuant to Section 51.009 of the Texas Property Code, the Real 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 Real Property.

Pursuant to Section 51.0075 of the Texas Property Code, the Trustee or Substitute 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.

7. **TYPE OF SALE:** The Sale is a non-judicial Deed-of-Trust Lien Foreclosure Sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by W3B VENTURES, LLC and LAUREN ANNE WEBER .
8. **OBLIGATION SECURED:** The Deed of Trust provided that it secures the payment of the

indebtedness and obligations therein described (collectively, the "Obligations") including but not limited to the Promissory Note, dated August 21, 2023, in the original principal amount of \$70,000.00, executed by W3B VENTURES, LLC and LAUREN ANNE WEBER and payable to the order of Texana Bank, N. A.

Texana Bank, N.A. is the current owner and holder of the Obligations and is the Beneficiary under the Deed of Trust.

9. **DEFAULT AND REQUEST TO ACT:** Default has occurred under the Deed of Trust, and the Beneficiary has requested the Substitute Trustee, to conduct this Sale. Notice is given that before the sale the Beneficiary may appoint another person as the Substitute Trustee to conduct the Sale.

**FAIR DEBT COLLECTION ACT PRACTICES NOTIFICATION**

This notice is sent to you in an attempt to collect the indebtedness due as stated above, and any information obtained from you will be used for that purpose. Within thirty (30) days of receipt of this notice, you may notify Lender or the undersigned in writing of any dispute you may have regarding the validity of the indebtedness. If you fail to dispute the indebtedness within said thirty days, Lender and the undersigned will assume that the indebtedness is valid. If you dispute the indebtedness, the undersigned will provide you with verification of the indebtedness. Upon your request within said thirty days, the undersigned will provide you with the name and address of the original Lender, if different from Lender. Any request for verification of this indebtedness shall in no way extend the deadline for the payment of this debt.

**NOTICE REQUIRED BY TEXAS PROPERTY CODE SECTION 51.002(b)(1)**

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.

**PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

Tom B. Watson  
1003 Stone Road  
Kilgore, Texas 75662

Dated: April 22, 2025.



Tom B. Watson  
Substitute Trustee

FILED FOR RECORD

**NOTICE OF FORECLOSURE SALE**

2025 MAY 12 AM 8:52

1. **REAL PROPERTY TO BE SOLD:** The Real Property to be sold is described as follows:

HEATHER WOODMAN  
CLERK HARRISON, CO

BY *na* DEPUTY  
All that certain lot, tract or parcel of land being 0.551 Acres, Lot 4, Block 2, Mallard Cove Subdivision, according to the plat of said addition recorded in Cabinet B, Slide 192-A, in the V. Pedraso Survey, A-540, Harrison County, Texas.

2. **LEGAL INSTRUMENTS TO BE FORECLOSED:**

Deed of Trust executed by W3B VENTURES, LLC and LAUREN ANNE WEBER dated January 19, 2024, and recorded at Harrison County Clerk's Document Number 2024-000000835, Official Public Records of Harrison County Texas; and

3. **DATE OF THE SALE:** The Date the Sale is to be conducted is as follows:

June 3, 2025

4. **TIME OF THE SALE:** The Sale will be conducted at the following time:

The Sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The Sale will be completed by no later than 1:00 p.m.

5. **PLACE OF THE SALE:**

The Sale will be conducted at the Harrison County Courthouse in Marshall, Texas, at place designated by the Harrison County Commissioner's Court.

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 of the Sale. Notice of the date of any rescheduled Foreclosure Sale will be posted and filed in accordance with the posting and filing requirements of the Texas Property Code. The posting or filing of the date, time and place of a postponed Sale may be after the date, time and place originally scheduled for this Sale.

6. **TERMS OF THE 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 of the Deed of Trust 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.

A Buyer desiring to purchase the Real Property will need to demonstrate the ability to pay cash on the day the Real Property is sold.

The Sale of the Real Property 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 Real Property, if any exist, to the extent that the prior matters of record remain in force and effect and have not been subordinated to the Deed of Trust. The Sale shall not cover any part of the Real 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 public real property records to determine the nature and extend of such matters, if any.

Pursuant to the Deed of Trust, the Beneficiary has the right to direct the Trustee or Substitute Trustee to sell the Real Property in one or more parcels and/or to sell all or only part of the Real Property.

Pursuant to Section 51.009 of the Texas Property Code, the Real 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 Real Property.

Pursuant to Section 51.0075 of the Texas Property Code, the Trustee or Substitute 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.

7. **TYPE OF SALE:** The Sale is a non-judicial Deed-of-Trust Lien Foreclosure Sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by W3B VENTURES, LLC and LAUREN ANNE WEBER .
8. **OBLIGATION SECURED:** The Deed of Trust provided that it secures the payment of the indebtedness and obligations therein described (collectively, the “Obligations”) including but not limited to the Promissory Note, dated January 19, 2024, in the original principal amount of \$31,320.00, executed by W3B VENTURES, LLC and LAUREN ANNE WEBER and payable to the order of Texana Bank, N. A.

Texana Bank, N.A. is the current owner and holder of the Obligations and is the Beneficiary under the Deed of Trust.

9. **DEFAULT AND REQUEST TO ACT:** Default has occurred under the Deed of Trust, and the Beneficiary has requested the Substitute Trustee, to conduct this Sale. Notice is given that before the sale the Beneficiary may appoint another person as the Substitute Trustee to conduct the Sale.

#### **FAIR DEBT COLLECTION ACT PRACTICES NOTIFICATION**

**This notice is sent to you in an attempt to collect the indebtedness due as stated above,**

and any information obtained from you will be used for that purpose. Within thirty (30) days of receipt of this notice, you may notify Lender or the undersigned in writing of any dispute you may have regarding the validity of the indebtedness. If you fail to dispute the indebtedness within said thirty days, Lender and the undersigned will assume that the indebtedness is valid. If you dispute the indebtedness, the undersigned will provide you with verification of the indebtedness. Upon your request within said thirty days, the undersigned will provide you with the name and address of the original Lender, if different from Lender. Any request for verification of this indebtedness shall in no way extend the deadline for the payment of this debt.

**NOTICE REQUIRED BY TEXAS PROPERTY CODE SECTION 51.002(b)(1)**

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.

**PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

Tom B. Watson  
1003 Stone Road  
Kilgore, Texas 75662

Dated: April 22, 2025.



---

Tom B. Watson  
Substitute Trustee

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

FILED FOR RECORD

2025 MAY -6 AM 9:39

Date: May 5, 2025

**Deed of Trust**

Date: April 16, 2015

Grantor: Billy Henigan, Jr.

Trustee: Sam R. Moseley

**Substitute**

Trustee: Scott Rectenwald or Amy Baltz

Beneficiary: Donna Ford

County Where Property is Located: Harrison

Recorded In: Instrument No. 2015-000003714 of the Official Public Records of Harrison County.

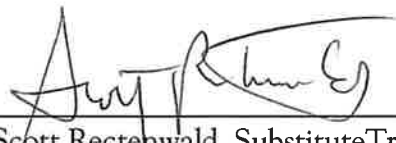
Property: All those lots, tracts or parcels of land described in the Deed from Phillip Bobby Ford and Donna Ford to Billy Henigan, Jr., dated April 16, 2015, and recorded under instrument no. 2015-000003713 of the Official Public Records of Harrison County.

Substitute Trustee's Mailing Address (including county): 110 West Fannin St., Marshall, Harrison County, Texas 75670.

**Date of Sale of Property (First Tuesday of the month, between 10:00 a.m. and 2:00 p.m.): June 3, 2025**

Place of Sale of Property (including County): At the Harrison County Courthouse, Marshall, Texas, at the place designated by the Commissioners of said County, the designation having been recorded in the office of the County Clerk of said County, which designation is adopted in this Notice by reference.

Because of default in performance of the obligations of the aforementioned Deed of Trust, Scott Rectenwald, as Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified to satisfy the debt secured by said Deed of Trust.

  
\_\_\_\_\_  
Scott Rectenwald, Substitute Trustee

THE STATE OF TEXAS

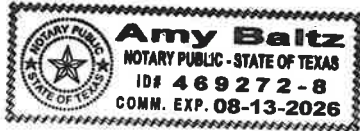
§

§

COUNTY OF HARRISON

§

This instrument was acknowledged before me on May 5, 2025, by Scott Rectenwald.



Amy Baltz  
NOTARY PUBLIC, State of Texas  
My Commission Expires: 8/13/2026  
Amy Baltz  
Typed or Printed Name of Notary



**NOTICE OF SUBSTITUTE TRUSTEE SALE**

<b>Deed of Trust Date:</b> 8/28/2002	<b>Grantor(s)/Mortgagor(s):</b> MELBA W. MORGAN, A SINGLE PERSON
<b>Original Beneficiary/Mortgagee:</b> SWARTZ & BROUGH, INC.	<b>Current Beneficiary/Mortgagee:</b> U.S. Bank National Association, as Trustee for Bayview Financial Mortgage Pass-Through Trust 2006-D, Mortgage Pass-Through Certificates, Series 2006-D
<b>Recorded in:</b> <b>Volume:</b> 2493 <b>Page:</b> 147 <b>Instrument No:</b> 2010389	<b>Property County:</b> HARRISON
<b>Mortgage Servicer:</b> M&T Bank is representing the Current Beneficiary/Mortgagee under a servicing agreement with the Current Beneficiary/Mortgagee.	<b>Mortgage Servicer's Address:</b> 1 Fountain Plaza, Buffalo, NY 14203
<b>Date of Sale:</b> 6/3/2025	<b>Earliest Time Sale Will Begin:</b> 10am
<b>Place of Sale of Property:</b> IMMEDIATELY OUTSIDE THE EASTERNMOST ENTRANCE TO THE HARRISON COUNTY COURTHOUSE IN THE CITY OF MARSHALL OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE.	

**Legal Description:** SEE ATTACHED EXHIBIT "A"

In accordance with TEX. PROP. CODE §51.0076 and the Deed of Trust referenced above, the undersigned as attorney for Mortgagee or Mortgage Servicer does hereby remove the original Trustee and all successor substitute trustees and appoints in their stead, Christine Wheelless, Kevin Key, Jay Jacobs, Phillip Hawkins, Harriett Fletcher or Sheryl LaMont, Cole Patton, Myra Homayoun, Thuy Frazier, McCarthy & Holthus, LLP, as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original Trustee under there 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

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

The Property will be sold "AS IS," without any express or implied warranties, except as to warranties of title, and at the purchaser's own risk, pursuant to the terms of TEX. PROP. CODE §51.002 and §51.009. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Substitute Trustee reserves the right to set further reasonable conditions for conducting the public auction. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

**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.**

**NOTICE PURSUANT TO TEX. PROP. CODE § 51.002(I): ASSERT AND PROTECT YOUR RIGHTS AS MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU OR YOUR SPOUSE ARE SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL 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: 4/25/2025

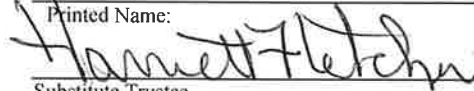


Thuy Frazier, Attorney  
McCarthy & Holthus, LLP  
1255 West 15th Street, Suite 1060  
Plano, TX 75075  
Attorneys for M&T Bank


Dated: May 1, 2025

Harriett Fletcher

Printed Name:



Substitute Trustee  
c/o Tejas Trustee  
1255 West 15th Street, Suite 1060  
Plano, TX 75075

FILED FOR RECORD  
2025 MAY - 1 PM 12:43  
HEATHER HEMIGAN  
CO. CLERK HARRISON, CO  
BY  DEPUTY

**MH File Number:** TX-25-107512-POS  
**Loan Type:** Conventional Residential



**EXHIBIT "A"**

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN HARRISON COUNTY, TEXAS, WITHIN THE CORPORATE LIMITS OF THE CITY OF MARSHALL; BEING A PART OF THE PETER WHETSTONE SURVEY; BEING ALL OF LOT 13, BLOCK 5 OF THE PARKVIEW ADDITION TO SAID CITY AS SHOWN BY THE PLAT OF SAID ADDITION RECORDED IN VOLUME 82, PAGE 482, DEED RECORDS, OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON STAKE FOR CORNER IN THE NORTH MARGIN OF MEDILL STREET, AND AT THE SOUTHEAST CORNER OF LOT 14, BLOCK 5; SAID BEGINNING CORNER OF BEING 120 FEET, EAST, FROM THE SOUTHWEST CORNER OF SAID BLOCK 5;

THENCE EAST, WITH SAID NORTH MARGINE, 60.0 FEET, TO AN IRON STAKE FOR CORNER IN SAME;

THENCE NORTH, WITH THE WEST LINE OF LOT 12, SAID BLOCK 5; 120.0 FEET, TO AN IRON STAKE FOR CORNER AT THE SOUTHEAST CORNER OF LOT 4;

THENCE WEST, 60.0 FEET, TO AN IRON STAKE FOR CORNER AT THE SOUTHWEST CORNER OF SAID LOT 4, AND AT THE NORTHEAST CORNER OF SAID LOT 14;

THENCE SOUTH, WITH THE EAST LINE OF SAID LOT 14, 120.0 FEET, TO THE PLACE OF BEGINNING.

BEING THE SAME LAND CONVEYED BY W.R. LEWIS, ET UX, TO OSCAR JASON LAWRENCE, JR., BY DEED DATED SEPT. 2, 1975, RECORDED IN VOL. 773, PAGE 176, DEED RECORDS, HARRISON COUNTY, TEXAS.

STATE OF TEXAS                      COUNTY OF HARRISON  
I hereby certify that this instrument was  
filed on the date and time stamped hereon by me  
and was duly recorded in the volume and page  
of the named records of:  
Harrison County  
as stamped hereon by me.  
Sep 26, 2002  
PATSY CUL, County Clerk  
Harrison County

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

FILED FOR RECORD

2025 APR 10 PM 2:02

**HARRISON County**

**Deed of Trust Dated:** February 11, 2022

**Amount:** \$176,641.00

**Grantor(s):** TREVOR CLARK

**Original Mortgagee:** MID AMERICA MORTGAGE, INC., AN OHIO CORPORATION

**Current Mortgagee:** LAKEVIEW LOAN SERVICING, LLC

**Mortgagee Servicer and Address:** c/o M & T BANK, P. O. Box 1364, Buffalo, NY 14240-1364

Pursuant to a Servicing Agreement between the Mortgage Servicer and Mortgagee, the Mortgage Servicer is authorized to represent the Mortgagee. Pursuant to the Servicing Agreement and Section 51.0025 of the Texas Property Code, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the referenced property

**Recording Information:** Document No. 2022-000001910

**Legal Description:** ALL THAT CERTAIN LOT, BLOCK OR TRACT OF LAND CONTAINING 0.370 ACRES, BEING LOT 6 OF BLOCK 2 OF THE WENDTWOOD PARK SUBDIVISION, LOCATED IN THE ASA LANGFORD SURVEY, A-400, CITY OF MARSHALL, HARRISON COUNTY, TEXAS, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN VOLUME 474, PAGE 259, DEED RECORDS, HARRISON COUNTY, TEXAS.

HEATHER HENIGAN  
CO. CLERK HARRISON CO

BY na DEPUTY

WHEREAS TREVOR CLARK is deceased.

**Date of Sale:** June 3, 2025 between the hours of 10:00 AM and 1:00 PM.

**Earliest Time Sale Will Begin:** 10:00 AM

**Place of Sale:** The foreclosure sale will be conducted at public venue in the area designated by the HARRISON County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place, or if no place is designated by the Commissioners Court, the sale will be conducted at the place where the Notice of Trustee's Sale was posted.

HARRIET FLETCHER OR SHERYL LAMONT, SHARON ST. PIERRE, ROBERT LAMONT, TERRI WORLEY, LISA DELONG, PATRICK ZWIERS, RAMIRO CUEVAS, AURORA CAMPOS, JONATHAN HARRISON, DARLA BOETTCHER, PHILLIP HAWKINS, DANA KAMIN, ALLAN JOHNSTON, LISA BRUNO, CHRISTINE WHEELLESS, KEVIN KEY, JAY JACOBS, ANGIE USELTON, CONRAD WALLACE, TONYA WASHINGTON, MERYL OLSEN, MISTY MCMILLAN, TIFFINEY BRUTON, DAVID RAY OR RONNIE HUBBARD have been appointed as Substitute Trustee(s), ('Substitute Trustee') each empowered to act independently, in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust. The Substitute Trustee will sell the Property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

**NOTICE IS FURTHER GIVEN** that, except to the extent that the Substitute Trustee(s) may bind and obligate the Mortgagors to warrant title to the Property under the terms of the Deed of Trust, conveyance of the Property shall be made 'AS IS' 'WHERE IS' without any representations and warranties whatsoever, express or implied, and subject to all matters of record affecting the Property.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901 et seq.), and state law, including Section 51.015 Texas Property Code. 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.

**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.**



Anthony Adam Garcia, ATTORNEY AT LAW

HUGHES, WATERS & ASKANASE, L.L.P.

1201 Louisiana, SUITE 2800

Houston, Texas 77002

Reference: 2024-001252



Printed Name: Sheryl LaMont, April 10, 2025

c/o Auction.com, LLC

1 Mauchly

Irvine, California 92618



Corky Stovall  
Rick Shelton  
Attorneys

Attorneys at Law  
408 E. First St.  
P.O. Box 1449  
Hughes Springs, TX 75656

PHONE (903) 639-7535  
FAX (903) 639-2718

April 9, 2025

Avelar Ventures LLC  
212 N Washington  
Marshall, Texas 75670

**NOTICE OF TRUSTEE'S SALE**

You, Avelar Ventures LLC, are hereby notified that on Tuesday, the 3rd day of June 2025, not earlier than 1:00 p.m. nor later than 4:00 p.m., at the Eastern most entrance door of the Harrison County Courthouse located at 200 West Houston Street, in the City of Marshall, County of Harrison, State of Texas, or as designated by the Court Commissioners. I, the undersigned, will sell at public auction to the highest bidder for cash the real property described below:

***See Attached Exhibit.***

This sale will be made to satisfy the debt evidenced by a Promissory Note dated September 27, 2024, secured by a Deed of Trust dated April 19, 2023, recorded in File Number 2023-000004977, Real Property Records, Harrison County, Texas in the original principal sum of \$110,000.00 executed by Marcial Avelar, Managing Member of Avelar Ventures, LLC, to Mayo Kasling, Jr., Trustee for The First National Bank of Hughes Springs, in the original principal sum of \$110,000.00, which is now due and payable. First National Bank of Hughes Springs has requested me, the undersigned, to enforce the Deed of Trust by selling the real property because you are in default in the non-payment on the note described in said Deed of Trust.

Your debt was accelerated as you were notified by notice dated February 13, 2025. As of today's date, you now owe the sum of \$110,908.24.

The beneficiary of the Deed of Trust appointed and substituted me, the undersigned, a trustee under the Deed of Trust by a substitution dated April 30, 2024. As substitute trustee, I am vested with and succeed to all the powers and duties given to the original 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 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.**

With kindest regards, I am

Very truly yours,

Rick D. Shelton, Substitute Trustee  
CMRRR # \_\_\_\_\_

FILED FOR RECORD  
2025 APR 14 PM 2:24  
HEATHER HENISAND  
CO. CLERK HARRISON CO.

DCN: 3D2C11F09B12839CB64A72B7B3184821

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.

DEED OF TRUST AND SECURITY AGREEMENT (General)		DATE 04/19/2023
<b>GRANTOR</b>	<b>LENDER</b>	
AVELAR VENTURES LLC 212 N WASHINGTON Marshall, TX 75670	FIRST NATIONAL BANK OF HUGHES SPRINGS PO BOX 420 / 17045 STATE HWY 154 HARLETON, TX 75651	
<b>TRUSTEE NAME</b>	<b>TRUSTEE ADDRESS</b>	
Mayo Kasling Jr.	PO Box 188 Hughes Springs, TX 75656	

**Terms**

"Note" includes the following indebtedness:

Type of instrument: Promissory Note  
Executed by:  
AVELAR VENTURES LLC

Borrower(s) in the Amount of: \$ 57,921.00 with a Maturity Date of: 10/19/2023

Property (including any improvements): 212 N Washington, Marshall, TX 75670  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

, together with the following personal property:

All fixtures, supplies, building materials, and other goods of every nature now or hereafter located, used, or intended to be located or used on the Property;

All plans and specifications for development of or construction of improvements on the Property;

All contracts and subcontracts relating to the construction of improvements on the Property;

All accounts, contract rights, instruments, documents, general intangibles, and chattel paper arising from or by virtue of any transactions relating to the Property;

All permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property;

All proceeds payable or to be payable under each policy of insurance relating to the Property; and

All products and proceeds of the foregoing.

Notwithstanding any other provision in this deed of trust, the term "Property" does not include personal effects used primarily for personal, family, or household purposes. Notwithstanding any terms or provisions of the Lien or any of the other Loan Documents, at any time that any structure on the Real Property is located in a special flood hazard area (Zone A or V) designated by the Administrator of the Federal Emergency Management Agency (FEMA) any tangible personal property included in the Real Property is limited to only those items specifically covered (now or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended.)

In addition to creating a deed-of-trust lien on all the real and other property described above, Grantor also grants to Lender a security interest in all of the above-described personal property pursuant to and to the extent permitted by the Texas Uniform Commercial Code.

**Prior Lien:**

**Other Exceptions to Conveyance and Warranty:** All valid easements, restrictions, covenants, mineral and royalty reservations and maintenance charges, if any, applicable to and enforceable against the Property that have been duly recorded in the real estate records of the county in which the Property is located, prior to the date of the recording of this deed of trust.

For value received and to secure payment of the Note, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to any Prior Lien and the Other Exceptions to Conveyance and Warranty. On payment of the Note and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will execute and deliver to Grantor a release of the lien of this deed of trust.

66040731

2023-000004977

\*\*\* DO NOT REMOVE THIS PAGE - IT IS A PART OF THIS INSTRUMENT\*\*\*

DEED OF TRUST

7 Pages

FILED AND RECORDED-OPR	CLERKS NOTES
On: <u>04/24/2023 01:10 PM</u>	
Document Number: <u>2023-000004977</u>	
Receipt No: <u>2305098</u>	
Amount: <u>\$ 46.00</u>	
By: <u>Ann Hart</u> , Deputy	
Elizabeth James, County Clerk Harrison County, Texas	



STATE OF TEXAS

COUNTY OF HARRISON

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Harrison County, Texas.



Doc Reg ID: 1846228  
Account #: 65840739  
Deed of Trust  
Timestamp: 5/2/2023 9:21 AM

*Elizabeth James*  
Elizabeth James, Harrison County Clerk

Record and Return To:



FIRST NATIONAL BANK OF HUGHES SPRINGS-HARLETON BRANCH  
P.O. BOX 420

HARLETON, TX 75651



**CLAUSES AND COVENANTS****A. Grantor's Obligations**

Grantor agrees to:

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency;
3. deliver to Lender by January 31 of each year paid tax receipts or other evidence satisfactory to Lender with respect to taxes on the Property for the prior year;
4. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
5. maintain, in a form acceptable to Lender, an insurance policy that:
  - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Lender approves a smaller amount in writing;
  - b. contains an 80 percent coinsurance clause;
  - c. provides fire and extended coverage, including windstorm coverage;
  - d. protects Lender with a standard mortgage clause;
  - e. provides flood insurance at any time the Property is in a flood hazard area and
  - f. contains such other coverage as Lender may reasonably require;
6. comply at all times with the requirements of the 80 percent coinsurance clause;
7. deliver the insurance policy to Lender within ten days of the date of the deed of trust and deliver renewals to Lender at least fifteen days before expiration;
8. obey all laws, ordinances, and restrictive covenants applicable to the Property;
9. keep any buildings occupied as required by the insurance policy;
10. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes, abide by or cause to be abided by all prior lien instruments, and not increase or allow to be increased the balance owing on any prior lien note;
11. provide to Lender all information reasonably requested by Lender concerning the Property and the financial status of Grantor; and
12. make, upon Lender's request, an initial deposit in a reasonable amount to be determined by Lender and then make monthly payments to a fund for taxes, assessments, and insurance premiums on the Property. Monthly payments will be made on the payment dates specified in the Note, and each payment will be one-twelfth of the amount that Lender estimates will be required annually for payment of taxes, assessments, and insurance premiums. The fund will accrue no interest, and Lender will hold it without bond in escrow and use it to pay the taxes, assessments, and insurance premiums. If Grantor has complied with the requirements of this paragraph, then Lender must pay taxes before delinquency. Grantor agrees to make additional deposits on demand if the fund is ever insufficient for its purpose. If an excess accumulates in the fund, then Lender may either credit the excess to future monthly deposits until the excess is exhausted or refunded it to Grantor. When Grantor makes the final payment on the Note, Lender will credit to that payment the whole amount then in the fund or, at Lender's option, refund it after the Note is paid. If this deed of trust is foreclosed, any balance in fund over that needed to pay taxes or assessments accruing but not yet payable, and to pay insurance premiums will be paid under part C, "Trustee's Rights and Duties".

**B. Lender's Right**

1. Lender may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Note are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
3. Lender may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the insurance proceeds available to Grantor for repairs.
4. Notwithstanding Note terms to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor under the Note or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender under the Note, to be applied to late charges (if allowed by applicable law), principal, or interest in the order Lender in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, then Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
6. If there is a default on the Note or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may:
  - a. subject to any applicable notice requirements in the Texas Property Code, declare the unpaid principal balance and earned interest on the Note immediately;
  - b. direct Trustee to foreclose this Lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
  - c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.
7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.
8. If Grantor transfers any part of the Property without Lender's prior written consent, Lender may declare the debt secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default. Exceptions to this provision are limited to (a) creation of a purchase-money security interest for household appliances; (b) transfer by devise, descent, or operation of law on the death of a co-Grantor; (c) grant of a leasehold interest of one year or less without an option to purchase; and (d) transfer from one spouse to the other or between co-Grantors.
9. In the event of a foreclosure sale under this deed of trust, Grantor agrees that all the Property may be sold as a whole at Lender's option and that the Property need not be present at the place of sale.

**C. Trustee's Rights and Duties**

If directed by Lender to foreclose this lien, Trustee will:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
3. from the proceeds of the sale, pay, in this order:
  - a. expenses of foreclosure, including a reasonable commission to Trustee;
  - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
  - c. any amounts required by law to be paid before payment to Grantor; and
  - d. to Grantor, any balance; and
4. be indemnified by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

**D. General Provisions**

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

4. This lien will remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.
5. If any portion of the Note cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
6. Grantor assigns to Lender all amounts payable to or received by Borrower from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Note. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
7. Pursuant to Chapter 64, "Assignment of Rents to Lienholder," of the Texas Property Code (Act of June 17, 2011, 82nd Leg., R.S. ch. 636, 2011 Tex. Gen. Laws §2 (codified at Tex. Prop. Code §64.001 et seq.) and commonly referred to as the Texas Assignment of Rents Act ("TARA")) and any revision, addition, supplement, or successor thereto, Grantor, GRANTS, CONVEYS, ASSIGNS, TRANSFERS AND SETS OVER to Lender, as additional collateral securing the Note: (a) All of Grantor's rights, title, interests, estates, powers, privileges, options and other benefits of Grantor in, to and under the lease, licenses, similar agreements, and leases, which now or in the future, from time to time, cover or affect all or any portion of the Property, together with all renewals, extensions, modifications, amendments, subleases, and assignments of such agreements (such leases, licenses, agreements, renewals, extensions, modifications, amendments, subleases, and assignments herein called the "Leases" and singularly "Lease"); (b) All of the rents, income, receipts, revenues, issues, profits, receivables, cash proceeds or other proceeds received, collected, or distributed on account of any obligation to pay rents, and other sums of money (hereinafter collectively called the "Rents"), including "Rents", as defined in TARA, that are now or at any time hereafter become due and payable to Grantor under the terms of the Leases or arising or issuing from or out of the Leases or from or out of the Property or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, deficiency rents and liquidated damages following default, security and other deposits, advance rents, prepaid rents, daily rents or room charges, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property and all of Grantor's rights to recover monetary amounts from any tenant in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of any lease default including rejections, under the Federal Bankruptcy Code, including specifically the immediate and continuing right to collect and receive each and all of the foregoing; and (c) Any and all guaranties of payment of the Rents. This assignment of Rents shall be construed as, constitute and serve as a security instrument under TARA and a security agreement with regard to Rents, Proceeds, and other personal property described in this Deed of Trust within the meaning of a first and prior pledge and assignment and a first and prior lien security interest under the Uniform Commercial Code (being Chapter 9 of the Texas Business and Commerce Code as to the property within the scope thereof and situated in the State of Texas). The Leases assigned herein act as collateral for the security interest created by this assignment. Lender shall additionally have all rights and remedies under any applicable statute and under Texas common law.
8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
9. Notwithstanding any other term or provision of this deed of trust or any other document executed in connection with or as security for the Note, to the extent that any portion of the Property is or becomes "household goods", such household goods are not included in the Property and are not covered or secured by this deed of trust, unless the proceeds of the Note were used to purchase said household goods.
10. If this deed of trust secures a secondary mortgage loan as defined in Chapter 342 of the Texas Finance Code, then the following provisions apply:
  - a. Notwithstanding any term or provision in this deed of trust, the Note or any other document executed in connection with the Note, all trustee, attorney and other fees and expenses are limited and cannot exceed those reasonable fees and expenses authorized by Subchapter G of Chapter 342 of the Texas Finance Code.
  - b. **PROPERTY INSURANCE IS REQUIRED IN CONNECTION WITH THIS DEED OF TRUST. GRANTOR HAS THE OPTION OF FURNISHING THE REQUIRED INSURANCE EITHER THROUGH EXISTING POLICIES OF INSURANCE OWNED OR CONTROLLED BY GRANTOR OR OF PROCURING AND FURNISHING EQUIVALENT INSURANCE COVERAGES THROUGH ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS. IF THE TERM OF GRANTOR'S LOAN EXCEEDS 10 YEARS, CREDIT INSURANCE, IF ANY, IS SOLD OR PROCURED AT A PREMIUM OR RATE OF CHARGE NOT FIXED OR APPROVED BY THE TEXAS STATE BOARD OF INSURANCE.**
11. When the context requires, singular nouns and pronouns include the plural.
12. The term "Note" includes all extensions and renewals of the Note and all amounts secured by this deed of trust.
13. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
14. To the extent permitted by applicable law, Grantor waives all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, and protest.
15. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.
16. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
17. This deed of trust is a "construction mortgage" within the meaning of the Texas Business and Commerce Code. The liens and security interests created and granted by this deed of trust secure an obligation incurred for the construction of improvements on land.
18. This deed of trust constitutes a "fixture filing" for purposes of Article 9 of the Texas Business and Commerce Code.
19. This deed of trust, to the extent permitted by law, also secures payment of all other present and future debts, obligations, and liabilities owed to Lender by Grantor, including, but not limited to, those owed as a partner, venturer, or member of any partnership, joint venture, association, or other group, regardless of how the other debts, obligations and liabilities are incurred and regardless of whether they are evidenced by a note, open account, overdraft, endorsement, surety agreement, guarantee, or other document.
 

☒ The cross-collateralization provisions of this paragraph shall not apply if, and so long as, the Property or any cross collateralized property has improvements (or a mobile home affixed to a permanent foundation) located, or to be located, in a special flood hazard area for which flood insurance is required.
20. Grantor represents and warrants to Lender that the Property is not in violation of any applicable environmental, air quality, zoning, planning, building, health, fire, traffic, safety, wetlands, endangered species, coastal and other governmental or regulatory rules, laws, ordinances, statutes, codes or requirements applicable to the Property. Grantor will keep and maintain the Property in compliance with, and will not cause or permit the Property to be in violation of any applicable environmental, air quality, zoning, planning, building, health, fire, traffic, safety, wetlands, endangered species, coastal and other governmental or regulatory rules, laws, ordinances, statutes, codes or requirements applicable to the Property. If Grantor discovers any previously unknown or undiscovered violation of the above rules, laws, ordinances, statutes, codes or requirements, then Grantor will immediately notify Lender in writing and Grantor will immediately take any such corrective action as may be necessary to bring the Property into compliance with the above described rules, etc. Grantor grants Lender an easement for access to all of its Property and facilities for the purpose of conducting investigations, inspections, audits, etc. in order to determine if any of the above rules, etc. have been violated. Upon Lender's request, Grantor will furnish to Lender, at Grantor's sole cost and expense, an environmental audit of the Property performed by an auditor satisfactory to Lender. Such audit must cover all applicable environmental requirements and be in form and substance satisfactory to Lender. Grantor will protect, indemnify and hold harmless Lender, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expenses or liability (including attorney's fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of any hazardous substance, lead paint, asbestos, etc. on, under or about the Property including without limitation (a) all foreseeable consequential damages; and (b) the costs of any required or necessary repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity will survive the release of the lien of the Deed of Trust, or the extinguishment of the lien by foreclosure or action in lieu thereof, and this covenant will survive such release or extinguishment. This indemnity will also supersede any "non-recourse" provisions found in the Deed of Trust, the note secured hereby, any guaranty agreements, or any other loan documents associated herewith. Grantor's failure to comply with any of the terms hereof will be an event of "default" as described above. Lender may further declare the note secured by this Deed of Trust due and payable if environmental



DCN: 3D2C11F09B12839CB64A72B7B3184B21

contamination occurs or is discovered at any location, owned by Grantor or not, which might adversely affect: (a) the value of any collateral pledged to secure the note or (b) Grantor's (including guarantors, parent companies, sibling companies, or subsidiary companies) financial condition or ability to repay the note.

21. This deed of trust is given for the following purposes:

☒ (Check if applicable) Purchase Money, Vendor's Lien. The debt is evidenced by the Note is in part payment of the purchase price of the Property, the debt is secured by this deed of trust and by a vendor's lien reserved and retained in a deed executed by Grantor of approximately even date, which vendor's lien is assigned and conveyed to Lender by and a foreclosure of this deed of trust operates as a foreclosure of the vendor's lien.

☐ (Check if applicable) Refinance of Prior Lien. The Note renews, rearranges and extends the balance of \$ \_\_\_\_\_ owing on a Promissory Note dated \_\_\_\_\_ executed by \_\_\_\_\_, which note is more particularly described in and secured by a lien instrument covering the Property of even date therewith recorded under Clerk's File No. \_\_\_\_\_ in the Real Property Records of the County in which the Property is located. Grantor acknowledges that the proceeds of the Note have been advanced by Lender at the special insistence and request of Grantor to pay in full the balance owing on said note. Lender is subrogated to any and all rights, superior titles, liens, and equities owned or claimed by the owner or holder of said note and liens. Grantor acknowledges that the instruments described above and the liens created thereby, constitute valid and subsisting liens on the Property and that none of the rights and liens existing under said instruments are impaired or released by this deed of trust. The liens created and existing under the instruments described above as supplemented by this deed of trust, remain in full force and effect, and are renewed, extended, carried forward and conveyed to secure all of the indebtedness described in this deed of trust regardless of whether said liens are acquired by assignment or are released by the holder thereof upon payment. In the event of any conflict between the terms and provisions of this deed of trust and the instruments described above, the terms and provisions of this deed of trust control.

☒ (Check if applicable) Cash Advance. The note represents \$ \_\_\_\_\_ in cash that Lender advanced to Grantor on this day at Grantor's request and that Grantor acknowledges receiving. If Grantor is a corporation, then Grantor represents to Lender that its board of directors has authorized its legally elected, qualified, and acting officers to execute the Note and this deed of trust, and that the proceeds of the Note will be used by Grantor under its corporate powers to discharge corporate debts.

☐ (Check if applicable) Contractor's Lien. The debt evidenced by the Note is also described in and secured by a Contract For Improvements (With Transfer of Lien) of even date herewith by and between Grantor, as Owner, and a Contractor, the liens in which Contract are transferred therein to Lender and which liens are expressly preserved and carried forward in this deed of trust. It is agreed that this deed of trust is cumulative of and without prejudice to such contractor's lien, and that a foreclosure under this deed of trust will operate as a foreclosure of said contractor's lien.

**IMPORTANT NOTICE:** You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. **KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.**

#### GRANTOR SIGNATURES

Signed and Delivered on this Date

Date: 04/19/2023

MARCIAL AVELAR, Managing Member of AVELAR VENTURES LLC

#### ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Harrison

} SS.

The foregoing instrument was acknowledged before me on this April 20, 2023 by MARCIAL AVELAR, Managing Member of AVELAR VENTURES LLC, a Texas Limited Liability Company



Pamela Michelle Warner  
NOTARY PUBLIC



R000016202

EXHIBIT A

off Hwy 43  
Down  
Fisher Dr  
to Gray  
Street

All that certain tract or parcel of land lying and being in Harrison County, Texas, which covers 6.06 acres, more or less, as identified by hatched lines on the plat attached hereto as Exhibit "A-1" (and identified on Harrison County, Texas County Appraisal Districts Website as having Property ID R000016202), which is 6.06 acres out of that certain 20.59 acre, more or less, tract or parcel of land lying and being in Harrison County, Texas, within the Anderson Whetstone survey, A-747, fronting on the West margin of State Highway #43 about 2.7 miles SW From the courthouse in the City of Marshall, with said 20.59 acres being more particularly described as follows:

Beginning at a 1" G.I.P. set for the SW corner of Tract 1 and 8 S 0 deg. 26.2 min. W, 158.98 feet from the original NW corner of the Linnie Tamplin 33 acre tract in the common line between the A. Whetstone and the William Walker Surveys;

Thence N 89 deg. 36 min. E. 1216.48 feet with the south line of Tract 1 to a 1" I.P. set for the SW corner of W. R. Tamplin 1.928 acre tract and the most southern SE corner of Tract 1;

Thence SW'y along the curved west margin of said Highway (the center line of which is a 2 deg. curve to the right) 417.56 feet to a point in fence line for the most easterly SE corner of the subject tract and the NE corner of the Grange Hall Baptist Church tract where set a 1" G.I.P. The long chord of the above curved east line of the subject tract runs S 32 deg. 34 min. W., 417.33 feet with the middle ordinate of 7.74 feet;

Thence N 67 deg. 51.4 min. W., 232.38 feet along fence to a 1" I.P. found set for the Northwest corner of said Church tract and an inside corner of the subject tract as a cross tie fence corner;

Thence S 16 deg. 29 min. W., 223.04 feet along fence to a 1" I.P. found set for the Northwest corner of said Church tract and an inside corner of the subject tract at a cross tie fence corner;

Thence S 89 deg. 25.2 min. W., 1070.93 feet along old fence to a point at cross tie fence corner where set a 3/4" G.I.P. in the common line between the A. Whetstone and William Walker Surveys for the SW corner of the Linnie Tamplin 33 acre tract and the subject tract; and

Thence N 90 deg. 26.2 min., East 660.02 feet with said survey line to the place of beginning, containing 20.59 acres of land, more or less, as surveyed by H.J. Daugherty September 1964.

ADDITIONAL COLLATERAL:

All that certain tract, lot, or parcel of land situated in Harrison County, Texas, being a part of the Peter Whetstone Survey, within the Corporate Limits of the City of Marshall and being a PART of LOT 1 in BLOCK 31 of the ORIGINAL TOWNSITE, and being more particularly described as follows:

BEGINNING on the East margin of North Washington Avenue 50 feet South of the Northwest corner of said Block No. 31 at the Southwest corner the lot now owned by E. N. Smith;

212 N  
Washington

THENCE East 100 feet to the Southeast corner of said Smith lot;

THENCE North, 25 feet with Smith's East line to an inner corner of said Smith lot;

THENCE East 20 feet to an alley, the West line of a lot formerly owned by Joe Lake;

THENCE South, 50 feet with Lake's West line to a corner on the West boundary line of Lot No. 7 of said Block;

THENCE West 120 feet to the East margin of North Washington Ave.;

THENCE North with said Avenue 25 feet to the Place of Beginning and being the same property described by deed from Trustees of the Marshall Lodge No. 683, Benevolent and Protective Order of Elks to E.N. Smith, dated March 31, 1953, recorded in Vol. 415, Page 77, Deed Records, Harrison County, Texas;

AND ALSO being the same property described as Tract Four in that one certain General Warranty Deed dated October 18, 2002, from E. N. Smith, Jr. and Wesley Smith to Cargill Properties, LLC, a Texas limited liability company, and recorded in Volume 2506, Page 179, of the Official Public Records of Harrison County, Texas.



Corky Stovall  
Rick Shelton  
Attorneys

Attorneys at Law  
408 E. First St.  
P.O. Box 1449  
Hughes Springs, TX 75656

PHONE (903) 639-7535  
FAX (903) 639-2718

April 9, 2025

Avelar Ventures LLC  
212 N Washington  
Marshall, Texas 75670

**NOTICE OF TRUSTEE'S SALE**

You, Avelar Ventures LLC, are hereby notified that on Tuesday, the 3rd day of June 2025, not earlier than 1:00 p.m. nor later than 4:00 p.m., at the Eastern most entrance door of the Harrison County Courthouse located at 200 West Houston Street, in the City of Marshall, County of Harrison, State of Texas, or as designated by the Court Commissioners. I, the undersigned, will sell at public auction to the highest bidder for cash the real property described below:

***See Attached Exhibit.***

You, Avelar Ventures, LLC, are hereby notified that the entire unpaid balance of an Original Note dated October 1, 2021, secured by a Deed of Trust dated October 1, 2021, recorded in File Number 2021-000012281, Real Property Records, Harrison County, Texas in the original principal sum of \$750,000.00. These documents were renewed and extended by Extension of Real Estate Note and Lien dated September 27, 2024, in the amount of \$750,450.00 recorded on October 8, 2024, in the Real Property Records, Harrison County, Texas executed by Marcial Avelar, Managing Member of Avelar Ventures, LLC, to Mayo Kasling, Jr., Trustee for The First National Bank of Hughes Springs, in the original principal sum of \$750,450.00, which is now due and payable. If you do not pay this amount, the property will be sold to satisfy the debt. You will be notified in a Notice of Trustee's Sale when and where the property will be sold.

Your debt was accelerated as you were notified by notice dated February 13, 2025. As of today's date, you now owe the sum of \$784,243.84.

The beneficiary of the Deed of Trust appointed and substituted me, the undersigned, a trustee under the Deed of Trust by a substitution dated April 30, 2024. As substitute trustee, I am vested with and succeed to all the powers and duties given to the original 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 MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER**

FILED FOR RECORD  
2025 APR 14 PM 2:25  
HEATHER JENNIFER  
CLERK HARRISON CO.

OF THE TEXAS NATIONAL GUARD OR THE NAIONAL 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.

With kindest regards, I am

Very truly yours,



Rick D. Shelton, Substitute Trustee

CMRRR # \_\_\_\_\_

CR 2210713

**DEED OF TRUST, SECURITY AGREEMENT - FINANCING STATEMENT**

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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**

**Date:** October 1, 2021

**Grantor:** Avelar Ventures, LLC, a Texas limited liability company

**Grantor's Mailing Address:** 212 N. Washington  
Marshall, Texas 75670

**Trustee:** Mayo Kasling, Jr.

**Trustee's Mailing Address:** P.O. Box 188  
Hughes Springs, Texas 75656

**Beneficiary:** The First National Bank of Hughes Springs

**Beneficiary's Mailing Address:** P.O. Box 188  
Hughes Springs, Texas 75656

**Note:**

The "Note" shall mean the following described promissory note and the Other Obligations described below, together with any and all renewals, extensions, modifications and rearrangements thereof:

**Note:**

**Date:** October 1, 2021  
**Amount:** \$750,000.00  
**Maker:** Avelar Ventures, LLC, a Texas limited liability company  
**Payee:** The First National Bank of Hughes Springs  
**Maturity Date:** April 1, 2022

**Other Obligations:**

The "Other Obligations" shall mean a) any and all indebtedness owed to Beneficiary under the terms of the Note, this deed of trust and any other Loan Document, b) all renewals, extensions, amendments and/or modifications of any of the foregoing or following, and c) all interest, charges, fees, attorneys' fees, expenses, costs and any other sum chargeable by Beneficiary to Grantor or any of the above named entities or persons under this or any other agreement.

**Property:**

All of the following lots, tracts or parcels of land, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; and all easements, rights-of-way and appurtenances; and all water and water rights; and all other rights, royalties and profits relating to

such property including (without limitation) such rights as Grantor may have in all minerals, oil, gas, geo-thermal and similar interests:

See Exhibit "A" attached hereto and made a part hereof for all purposes.

**Other Exceptions to Conveyance and Warranty:** None.

**Prior Liens:** Deed of Trust dated June 24, 2021 recorded under County Clerk's File No. 2021-000007817, Official Public Records, Harrison County, Texas, executed by Avelar Ventures, LLC, a Texas limited liability company to Mayo Kasling Jr., Trustee, securing the payment of one note of even date therewith in the principal sum of \$960,429.55, payable to The First National Bank of Hughes Springs.

For value received and to secure payment of the Note (including the promissory note and all other obligations described herein), Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property. If Grantor performs all the covenants and pays the Note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

#### **Grantor's Obligations**

Grantor agrees to:

1. keep the Property in good repair and condition;
2. pay all lawful taxes and assessments on the Property as they become due, including all penalties, interest, charges, fees and/or costs related to any of the taxes and assessments, and shall deliver to Beneficiary written receipts evidencing the payment of the taxes and assessments. Grantor hereby grants to Beneficiary the sole and exclusive first option and a right of first refusal to provide financing for the payment of any ad valorem tax obligation assessed against the Property, including (without limitation) the right to receive a transfer of any such tax lien under Texas Tax Code §32.06, as such section may be hereafter amended or revised. Moreover, Grantor covenants and agrees that Grantor shall not authorize any person other than Beneficiary to pay the ad valorem taxes owed against the Property unless or until a) Beneficiary has been given written notice of Grantor's intention to authorize another person to pay such taxes and to receive an assignment under Texas Tax Code §32.06, and b) Beneficiary has refused, after the expiration of forty-five (45) days from the date Beneficiary actually received such written notice, to finance such taxes. Grantor's failure to comply with the terms of this provision shall be an Event of Default under the terms of the Note, this deed of trust and the other Loan Documents. *All persons considering the possibility of providing financing for the payment of taxes owed against the Property are hereby given notice of Beneficiary's exclusive first option and right of first refusal to provide such financing and are further notified that any effort to circumvent or disregard such rights of Beneficiary is a tortious interference of the contract between Beneficiary and Grantor;*
3. preserve the lien's priority as it is established in this deed of trust;
4. maintain, at Grantor's expense—
  - a. liability insurance and worker's compensation insurance covering Grantor, the Property, and the operations on the Property against claims for bodily injury, death, or property damage on or around the Property;
  - b. property insurance against loss or damage by fire, storm, gas (if gas is used on the Property), and all other hazards under a standard all-risk extended coverage endorsement for an amount equal to the original amount of the Note and other debt secured by this deed of trust or the full insurable value of the Property, whichever is less, and also insuring against other risks including flood, if the Property is in a flood hazard area, and earthquake and mud slide, if requested by Beneficiary; the insurance will also cover loss of rents from the Property or other loss due to business interruption on the Property for the time that the Property is unavailable

because of any casualty. Grantor agrees that all required insurance policies will (i) be issued by companies reasonably acceptable to Beneficiary, (ii) be in a form acceptable to Beneficiary, (iii) be endorsed to be payable to Beneficiary as mortgagee insured and loss payee, and (iv) expressly prohibit cancellation or modification without ten days' written notice to Beneficiary;

- c. GRANTOR MAY FURNISH ANY INSURANCE REQUIRED BY THIS DEED OF TRUST EITHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS;

- d. **TEXAS FINANCE CODE SECTION 307.052 NOTICE: GRANTOR IS REQUIRED TO (A) KEEP THE PROPERTY INSURED AGAINST DAMAGE IN THE AMOUNT STATED IN THIS DEED OF TRUST; (B) PURCHASE THE INSURANCE FROM AN INSURER THAT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS OR AN ELIGIBLE SURPLUS LINES INSURER; AND (C) NAME BENEFICIARY AS THE PERSON TO BE PAID UNDER THE POLICY IN THE EVENT OF A LOSS. GRANTOR MUST, IF REQUIRED BY BENEFICIARY, DELIVER TO BENEFICIARY A COPY OF THE POLICY AND PROOF OF THE PAYMENT OF PREMIUMS. IF GRANTOR FAILS TO MEET ANY REQUIREMENT LISTED IN THIS SECTION BENEFICIARY MAY OBTAIN COLLATERAL PROTECTION INSURANCE ON BEHALF OF GRANTOR AT GRANTOR'S EXPENSE;**

5. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;

6. keep buildings occupied as required by the insurance policy;

7. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments;

8. execute, acknowledge, and deliver to Beneficiary any document requested by Beneficiary, at Beneficiary's request from time to time, to (a) correct any defect, error, omission, or ambiguity in this deed of trust or in any other document executed in connection with the Note or this deed of trust; (b) comply with Grantor's obligations under this deed of trust and other documents; (c) subject to and perfect the liens and security interests of this deed of trust and other documents any property intended to be covered thereby; and (d) protect, perfect, or preserve the liens and the security interests of this deed of trust and other documents against third persons or make any recordings, file any notices, or obtain any consents requested by Beneficiary in connection therewith and Grantor agrees to pay all costs of the foregoing;

9. *Intentionally Omitted;*

10. *Intentionally Omitted;*

11. (a) keep at Grantor's address, or such other place as Beneficiary may approve, accounts and records reflecting the operation of the Property and copies of all written contracts, leases, and other instruments that affect the Property; (b) prepare financial accounting records in compliance with generally accepted accounting principles consistently applied; and (c), at Beneficiary's request from time to time, permit Beneficiary to examine and make copies of such books, records, contracts, leases, and other instruments at any reasonable time;

12. reimburse Beneficiary, at Beneficiary's request, for the cost of any appraisal of the Property ordered by Beneficiary while a default exists or to comply with legal requirements affecting Beneficiary;

13. furnish on Beneficiary's request evidence satisfactory to Beneficiary that all taxes and assessments on the Property have been paid when due;

14. upon Beneficiary's request, make an initial deposit in a reasonable amount to be determined by Beneficiary and then make monthly payments to a fund for taxes and insurance premiums on the Property. Monthly payments will be made on the payment dates specified in the Note, and each payment will be one-twelfth of the amount that Beneficiary estimates will be required annually for payment of taxes

and insurance premiums. The fund will accrue no interest, and Beneficiary will hold it without bond in escrow and use it to pay the taxes and insurance premiums. If Grantor has complied with the requirements of this paragraph, Beneficiary must pay taxes before delinquency. Grantor agrees to make additional deposits on demand if the fund is ever insufficient for its purpose. If an excess accumulates in the fund, Beneficiary may either credit it to future monthly deposits until the excess is exhausted or refund it to Grantor. When Grantor makes the final payment on the Note, Beneficiary will credit to that payment the whole amount then in the fund or, at Beneficiary's option, refund it after the Note is paid. Deposits to the fund described in this paragraph are in addition to the monthly payments provided for in the Note;

15. not grant any lien or security interest in the Property or not permit any junior encumbrance to be recorded or any claim to otherwise become an encumbrance against the Property, other than those in favor of Beneficiary. If an involuntary encumbrance is filed against the Property, Grantor agrees, within thirty days, to either remove the involuntary encumbrance or provide a bond acceptable to Beneficiary against the involuntary encumbrance;

16. immediately notify Beneficiary upon becoming aware of any of the following:

- a. any spill, release or disposal of a hazardous material (hereafter defined) on any portion of the Property;
- b. any contamination, or eminent threat of contamination, of the Property by hazardous materials, or any violation of environmental laws, rules or regulations in connection with the Property; and
- c. any order, notice of violation, fine, penalty, judicial or administrative investigation or other similar action by any governmental authority relating to hazardous materials or environmental laws, rules and regulations in connection with the Property;

17. comply with all environmental laws, rules, regulations, and orders of all governmental authorities having jurisdiction under such laws, regulations or rules; and

18. perform all of the obligations, duties and responsibilities described in any Loan Document that relate to, concern or effect all or any part of the Property, whether directly or indirectly.

#### **Grantor's Certification Regarding Hazardous Materials**

1. Grantor represents and warrants that there has been no disposal, discharge, injection, dumping, leaking, spilling, storage or escape of any hazardous material on, in, under or from the Property or any portion thereof. Further, Grantor is in compliance with all environmental laws and regulations of the United States and the State of Texas, including, but not limited to, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601, et seq), the Texas Solid Waste Disposal Act, the Texas Water Code, and the Texas Clean Air Act (herein referred to as the "environmental laws").

2. Grantor has not received any summons, citation, directive, letter or other communication, written or oral, from any governmental authority concerning any intentional or unintentional action or omission which has resulted in the releasing, spilling, leaking, dumping, pouring, emitting, emptying, storage or dumping of any hazardous material onto, under, or adjacent to the Property. For the purpose of this instrument, the term "hazardous material" shall mean any hazardous waste or hazardous substance defined in any of the environmental laws, asbestos, and polychlorinated biphenyls, flammable products, explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, petroleum and other liquid hydrocarbons and any fractions thereof.

#### **Beneficiary's Rights**

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee. There is no condition to the appointment of a substitute or successor trustee.



2. If the proceeds of the Note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.

3. Beneficiary may apply all insurance or condemnation proceeds that Beneficiary receives, at Beneficiary's discretion, either to (a) repay the debt secured by this deed of trust, whether matured or not, and in any order Beneficiary selects or (b) repair or improve the Property in any manner Beneficiary selects and apply any remaining proceeds to the debt secured by this deed of trust in any order Beneficiary selects.

4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the Note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.

5. An Event of Default occurs under this deed of trust under any of the following circumstances:

- a. if default shall be made in the timely payment of principal or interest on the Note or any other note or notes executed by the Grantor or any guarantor thereof and held by the Beneficiary or any other holder thereof as the same become due and payable;
- b. if there is a default in any of the terms, covenants, agreements, obligations, conditions or provisions set forth in this deed of trust or any instrument or document given to secure the Note or relating to the Note or any other note or notes, whether now existing or hereafter arising, executed by any named Grantor hereunder and/or any guarantor thereof and held by Beneficiary;
- c. if Grantor defaults on any prior lien note or other instrument;
- d. if Beneficiary discovers that any statement, representation, or warranty in the Note, this deed of trust or in any writing delivered to Beneficiary in connection with the Note is false, misleading or erroneous in any material respect;
- e. if Grantor, or any person liable for the Note, or any part thereof, including any guarantor or of any surety for the performance of any obligation hereunder, files a voluntary petition in bankruptcy, makes an assignment for the benefit of any creditor, is adjudicated as bankrupt or insolvent; admits in writing its inability to pay its debts generally as they become due, applies for or consents to the appointment of a receiver, trustee, or liquidator of Grantor or of any such guarantor or surety or of all or a substantial part of its assets; takes advantage of or seeks any relief under any bankruptcy, reorganization, debtor's relief or other insolvency law now or hereafter existing; files an answer admitting the material allegations of, or consenting to, or defaulting in, a petition against Grantor or any such guarantor or surety, in any bankruptcy, reorganization, or other insolvency proceedings; institutes or voluntarily is or becomes a party to any other judicial proceedings intended to effect a discharge of the debts of Grantor or of any guarantor or surety, in whole or in part, or to effect a postponement of the maturity or the collection thereof, or to effect a suspension of any of the rights or powers of Beneficiary granted in the Note, this deed of trust or in any other instrument evidencing or securing the Note;
- f. if an order, judgment or decree is entered by any court of competent jurisdiction appointing a receiver, trustee or liquidator of Grantor or of any guarantor or surety or of all or any substantial part of the assets of Grantor or any such guarantor or surety or if Grantor or any guarantor or surety shall fail to pay any money judgment against it at least ten (10) days prior to the date on which the assets of Grantor or any such guarantor or surety may be sold to satisfy such judgment; or if Grantor or any such guarantor or surety shall fail to have discharged within a period of ten (10) days after the commencement thereof any attachments, sequestration, or similar proceedings against any assets of Grantor or of any guarantor or surety; or

- if the Property is placed under control or in the custody of any court, or if Grantor abandons any of the Property;
- g. if Grantor shall dissolve, terminate or liquidate, have its certificate of formation forfeited, or shall attempt to do any of the same;
  - h. if any Guarantor shall die;
  - i. if the holder of any lien or security interest on the Property (without hereby implying Beneficiary's consent to the existence, placing, creating, or permitting of any such lien or security interest) institutes foreclosure or other proceedings for the enforcement of its remedies thereunder;
  - j. upon the levy of any execution, attachment, sequestration, or other writ against the Property or any part hereto;
  - k. if any event occurs or condition exists which causes Beneficiary to in good faith with commercially reasonable judgment deem itself insecure or to in good faith believe the prospect of payment or performance by Grantor under this deed of trust, the Note, or any other Loan Document is impaired; and/or
  - l. if any "Event of Default" or "Default", as those terms may be defined in the Note or any other Loan Document, occurs.
6. If an Event of Default occurs, Beneficiary may:
- a. declare the unpaid principal balance and earned interest on the Note immediately due;
  - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
  - c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.
7. *Intentionally Omitted.*
8. Grantor hereby waives any and all rights that would otherwise require Beneficiary or Trustee to marshal or prioritize for sale all or any portion of the Property. Beneficiary and/or Trustee may sell all or any portion of the Property without regard to other property (real or personal) securing the Note, and without regard to equitable or common law principles of marshaling.
9. No action which Beneficiary may take or omit to take in connection with the Note, the Property or the enforcement of any lien or security interest securing the Note, and no course of dealing between Beneficiary and Grantor, or between Beneficiary and any Maker of the Note, shall release or diminish Grantor's obligations, liabilities, agreements or duties hereunder, affect the liens created herein in any way, or afford Grantor any recourse against Beneficiary, regardless of whether any such action or inaction may increase any risk to or liabilities of Grantor or any Maker of the Note. Grantor hereby expressly agrees that Beneficiary may, from time to time, without notice to or the consent of Grantor, a) neglect, delay, fail, or refuse to take or prosecute any action for the enforcement of the Note; b) rearrange, extend, or renew the terms of the Note; c) take, exchange, amend, eliminate, surrender, release, or subordinate any or all security for the Note; and/or d) discharge, release, substitute or add any Maker to the Note.
10. If Grantor is also a Maker of the Note, Grantor expressly waives (to the extent such a waiver is allowed by law) a) any right under Texas Property Code §§51.003, 51.004 and 51.005 to assert a defense to any suit to collect a deficiency on the Note or any other obligations secured by the Property, and b) any right of offset against the Note or other obligations secured by the Property.

#### **Trustee's Duties**

If requested by Beneficiary to foreclose this lien, Trustee is authorized and empowered to do the following:

- a. Advertise the time, place, and terms of the sale of the Property for at least twenty-one (21) days prior to the day of sale by posting written notice thereof on the courthouse door of each county in which the Property is situated;
- b. File such notice in the office of the county clerk of each county in which the Property is situated at least twenty-one (21) days prior to the proposed sale date;
- c. Send written notice of the time, place, and terms of the sale of the Property by certified mail to each person obligated to pay the indebtedness evidenced by the Note according to the records of the Beneficiary at least twenty-one (21) days preceding the date of the sale at the most recent address as shown by the records of the Beneficiary;
- d. Sell the Property at public auction in accordance with the notice at the courthouse door of the county in which the Property is situated (provided when the Property is situated in more than one county, the Property may be sold at the courthouse door of any one of these counties, and the notices shall designate the county where the Property will be sold), on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the Property as an entirety or in such parcels as the Trustee may elect;
- e. Convey title to the Property to the purchaser or purchasers, with a general warranty of title binding on Grantor and Grantor's successors and assigns;
- f. From the proceeds of the sale, pay in this order:
  - (i) All the expenses of advertising the sale and making the conveyance, including a commission of 5% to the Trustee. This commission shall be due in addition to the attorneys' fees provided for in the Note and/or this deed of trust;
  - (ii) To Beneficiary the full amount of principal, interest, attorneys' fees, and other charges due and unpaid on the Note and all other Indebtedness secured hereby;
  - (iii) To any holder of a junior lien, in order of priority and to the extent the Property secures the debt(s) secured thereby; and
  - (iv) The balance of the sales price, if any, to Grantor or Grantor's successors and assigns.

#### Security Agreement - Financing Statement

1. In addition to creating a deed of trust lien on all the real and other property described herein, Grantor also grants to Beneficiary a security interest in, to the extent of Grantor's right, title and interest therein, a) all currently existing or hereafter acquired personal property and Equipment (as that term is defined in the Texas Business and Commerce Code) which are or become installed on or used on or in connection with the Property, b) all fixtures, supplies, building materials, and other goods of every nature now or hereafter located, used, or intended to be located or used on the Property, c) all plans and specifications for development of or construction of improvements on the Property, d) all contracts and subcontracts relating to the construction of improvements on the Property, including but not limited to, the construction contract between Grantor, as Owner, and A.P .Morgan Construction, L.L.C., a Texas limited liability company, as Contractor, concerning the Property, e) all accounts, contract rights, instruments, documents, general intangibles, and chattel paper arising from or by virtue of any transactions relating to the Property, including but not limited to, the construction contract between Grantor, as Owner, and A.P .Morgan Construction, L.L.C., a Texas limited liability company, f) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property, g) all proceeds payable or to be payable under each policy of insurance relating to the Property, and h) all proceeds of any of the foregoing. The term "Equipment" shall include, but not be limited to, all furnishings, supplies, machines, engines, ovens, cookers, fans, refrigerators, freezers, motors, appliances and heaters, and all replacements of and additions to such equipment whether now owned or hereafter acquired.

2. The filing of this deed of trust shall act as a financing statement concerning the herein described personal property and the Property.

3. In the event of a foreclosure sale under this deed of trust, Grantor agrees that all the real and personal property may be sold as a whole at Beneficiary's option and that the personal property need not be present at the place of sale.

4. In the event Grantor fails to perform any of Grantor's obligations, Beneficiary may exercise the rights and remedies of a secured party described in Article 9 of the Texas Business and Commerce Code, which rights and remedies shall be cumulative and in addition to any other rights or remedies set forth in this deed of trust or allowed by law.

5. Grantor further authorizes the Beneficiary to file a financing statement describing the collateral described herein with any clerk or filing office including, but not limited to, the Secretary of the State of Texas and of the state (if different) in which Grantor is organized.

#### **Assignment of Rents, Income and Leases**

1. For purposes of this section (Assignment of Rents, Income and Leases) the following terms shall mean:

- a. **"Leases" or "Lease"** shall mean all leases, written or oral, now existing or arising in the future, all other agreements for the use and occupancy of all or any portion of the Property, and any and all extensions or renewals of any such agreements, together with the right of Assignor to alter any terms of, or to terminate, such Leases; any and all guarantees of any obligations of any lessee under each of the Leases.
- b. **"Lessee"** shall mean the lessee or tenant, its successors or assigns, under the terms of any Lease.
- c. **"Rents"** shall mean all income, rents, payments or other amounts paid pursuant to any of the Leases, security or similar deposits, revenues, issues, royalties, profits, earnings, products and proceeds from any and all of the Property, together with the right to collect all Rents.
- d. **"Assignment"** shall mean this portion of the deed of trust including an Assignment of Rents and Leases.

2. Grantor absolutely assigns to Beneficiary all Leases and Rents regarding the Property. Grantor appoints Beneficiary its attorney-in-fact for the purposes of enforcement of this Assignment, including the right at any time, at the option of Beneficiary, to demand, receive, and enforce payment, to give receipts, releases, and satisfactions, and to sue, in the name of Grantor, for all Rents and under all Leases, and to apply the Rents to the Note in manner set forth herein; provided that Grantor shall have the right and license to collect the Rents, but not more than one month in advance, prior to or at any time there is no default under the Note or under any Loan Document. The Assignment of Rents is, and is intended to be, an absolute assignment from Grantor to Beneficiary.

3. Grantor shall duly and punctually perform the obligations of all Leases, and give prompt notice to Beneficiary of any failure of Grantor, or any claim by any lessee of Grantor's failure, to perform its obligations under any Lease.

4. Grantor shall enforce, short of termination of any Lease, or secure in the name of Beneficiary the performance of all obligations of each and every lessee or any guarantor, and Grantor shall appear in and defend any action or proceeding arising under or regarding the Leases or Grantor's obligations under the Leases. On request by Beneficiary, Grantor shall also appear and defend any such action on behalf of Beneficiary, at the expense of Grantor. Grantor shall pay all costs and expenses of Beneficiary, including, without limitation, attorney's fees, in any action or proceeding in which Beneficiary may appear.

5. Grantor shall not receive or collect any Rents from any present or future Lessee for a period of more than one month in advance, whether in cash or by evidence of indebtedness. Grantor shall not

pledge, transfer, mortgage, or otherwise encumber or assign future payments of Rents. Grantor shall not waive, excuse, condone, discount, setoff, compromise, or in any manner release or discharge Lessee of or from any obligation to be performed by the Lessee under any Lease, including the obligation to pay Rents in the manner and at the time and place specified in that Lease without prior written consent of Beneficiary in each instance.

6. Grantor shall not modify, terminate, or consent to the surrender of any Lease, commence eviction or summary dispossession proceedings against any Lessee, exercise any right of recapture provided in any Lease, waive or release any Lessee or guarantor from any obligation to be performed under any Lease, or consent to any subletting of all or any part of the Property, assignment of any Lease, or assignment of any sublease, without the prior written consent of Beneficiary in each instance.

7. Grantor shall keep the Property leased at commercially reasonable rental rates. All Leases shall be on terms and conditions acceptable to Beneficiary.

8. All Rents collected by or on behalf of Beneficiary shall, at the sole election of Beneficiary, be applied as follows:

- a. First, to payment of all reasonable fees of any receiver approved by the court;
- b. Second, to payment of all prior or current liens against the Property (if any);
- c. Third, to payment of all premiums then due for the insurance required to be carried by Grantor under the deed of trust;
- d. Fourth, to payment of expenses incurred for the maintenance of the Property, in order of priority as Beneficiary shall deem proper, including the payment of reasonable management, brokerage, and attorney's fees and disbursements, and the establishment and maintenance, without interest, of a reserve for replacement; and
- e. Fifth, if received prior to any foreclosure sale of the Property under this deed of trust, then to Beneficiary for payment of the portion of the Note then due and payable. However, no payment of Rents made after acceleration of Grantor's indebtedness shall affect the acceleration.

9. Beneficiary's acceptance of this Assignment shall not, prior to entry on and possession of the Property by Beneficiary, be deemed to constitute Beneficiary a "mortgagee in possession," or at any time or in any way obligate Beneficiary to appear in or defend any action or proceeding relating to the Property or any Lease or Rent regarding it. Beneficiary shall not be obligated under this Assignment to take any action, incur any expenses, perform any obligation under any Lease, accept any liability, or accept any responsibility for any security or other deposits delivered to Grantor by any Lessee and not assigned and delivered to Beneficiary. Beneficiary shall not be liable in any way for any injury or damage to person or property sustained in or about the Property.

10. Neither the collection of Rents and the application of them as provided in this Assignment, nor entry on and possession of the Property by Beneficiary, shall be deemed to cure or waive any default or waive, modify, or affect any notice of default under the Note or any Loan Document, or invalidate any act done pursuant to any such notice. Beneficiary's enforcement of any right or remedy, once exercised, shall continue for so long as Beneficiary shall elect, regardless of whether the collection and application of Rents may have cured the original default. If Beneficiary shall elect to discontinue the exercise of any right or remedy, the same or any other right or remedy under any Loan Document may be reasserted at any time and from time to time following any subsequent default.

11. Grantor agrees to give Beneficiary at any time on demand any additional form of assignment or transfer of Rents and/or Leases as may be requested by Beneficiary, and to deliver to Beneficiary Grantor's executed copies of all Leases.

12. This Assignment inures to the benefit of and binds Grantor and Beneficiary and the respective successors and assigns of each, and all subsequent owners of all or any part of the Property.

## **Construction Loan Mortgage**

1. This deed of trust is a "construction mortgage" within the meaning of section 9.334 of the Texas Business and Commerce Code. The liens and security interests created and granted by this deed of trust secure an obligation incurred for the construction of improvements on land.
2. Grantor agrees to comply with the covenants and conditions of the construction loan agreement, if any, executed in connection with the Note and this deed of trust. All advances made by Beneficiary under the construction loan agreement will be indebtedness of Grantor secured by the liens created by this deed of trust, and such advances are conditioned as provided in the construction loan agreement.
3. All amounts disbursed by Beneficiary before completion of the improvements to protect the security of this deed of trust up to the principal amount of the Note will be treated as disbursements under the construction loan agreement. All such amounts will bear interest from the date of disbursement at the rate stated in the Note, unless collections from Grantor of interest at that rate would be contrary to applicable law, in which event such amounts will bear interest at the rate stated in the Note for matured, unpaid amounts and will be payable on notice from Beneficiary to Grantor requesting payment.
4. From time to time as Beneficiary deems necessary to protect Beneficiary's interests, Grantor will, on request of Beneficiary, execute and deliver to Beneficiary, in such form as Beneficiary directs, assignments of any and all rights or claims that relate to the construction of improvements on the Property.
5. In case of breach by Grantor of the covenants and conditions of the construction loan agreement, Beneficiary, at its option, with or without entry on the Property, may (a) invoke any of the rights or remedies provided in the construction loan agreement, (b) accelerate the amounts secured by this deed of trust and invoke the remedies provided in this deed of trust, or (c) do both.

## **General Provisions**

1. If any of the Property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed or Substitute Trustee's deed (or any affidavit attached thereto) conveying the Property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, filing suit to collect the debt, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.
5. In the event a portion of the Note cannot be lawfully secured by the Property under the applicable laws of the State of Texas, it is agreed that the payments first made on the Note shall be applied to the discharge of that portion of the Note that cannot be so lawfully secured by the Property.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the Note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Nothing in this deed of trust or in the Note secured hereby shall authorize the collection of interest in excess of the highest rate allowed by law. Grantor and Beneficiary intend to conform strictly to the applicable federal or state usury laws now or hereafter in force with respect to the Note secured hereby. To such end: (i) the aggregate of all interest and other charges constituting interest under such applicable usury laws and

contracted for, chargeable or receivable under all documents and instruments now or hereafter executed in connection with the Note shall never exceed the maximum amount of interest, nor produce a rate in excess of the maximum contract rate of interest that Beneficiary is authorized to charge Grantor under such applicable usury laws; (ii) if any excess interest is provided for, it shall be deemed a mistake, and the excess shall, at the option of Beneficiary, either be refunded to Grantor or credited on the unpaid principal balance of the Note, and the Loan Documents shall be automatically reformed to permit only the collection of the maximum legal contract rate and the maximum amount of interest; (iii) in determining the maximum amount of interest that Beneficiary may charge to Grantor, all interest shall be amortized, prorated, allocated, and spread over the entire term of the Note (as extended, if applicable to the full extent permitted by applicable federal or state law; and (iv) in the event that the Note is prepaid or the maturity is accelerated, unearned interest shall be canceled and, if theretofore paid, shall, at the option of Beneficiary, either be refunded to Grantor or credited on the unpaid balance of the Note. This provision overrides other provisions in this and all other instruments concerning the debt.

8. When the context requires, singular nouns and pronouns include the plural.

9. The term "Note" includes all sums secured by this deed of trust.

10. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

11. If Grantor and Maker are not the same people, the term "Grantor" shall include Maker.

12. All capitalized terms used in this deed of trust shall have the meanings and/or definitions given to such terms at the beginning of this instrument.

13. If Grantor transfers any part of the Property without Beneficiary's prior written consent, Beneficiary may declare the debt secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home occupied by Grantor, exceptions to this provision are limited to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the Property; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; and (g) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the Property.

14. The term "**Loan Document**" shall mean the Note, this deed of trust and any and all other documents executed in connection with the Note, including one or more security agreements, disclaimers of oral agreements, guaranty agreements and loan agreements.

15. This conveyance is also made in trust to secure payment of all other present and future debts that Grantor may owe to Beneficiary, regardless of how any other such debt is incurred or evidenced. Payment on all present and future debts of Grantor to Beneficiary will be made at Beneficiary's address and the debts will bear interest as provided in notes or other evidences of debt that Grantor will give to Beneficiary. This conveyance is also made to secure payment of any renewal or extension of any present or future debt that Grantor owes to Beneficiary, including any loans and advancements from Beneficiary to Grantor under the provisions of this deed of trust. When Grantor repays all debts owed to Beneficiary, this deed of trust lien will terminate only if Beneficiary releases this deed of trust at the request of Grantor. Until Beneficiary releases it, this deed of trust will remain fully in effect to secure other present and future advances and debts, regardless of any additional security given for any debt and regardless of any modification.

16. Grantor represents that this deed of trust and the Note are given for the following purposes:

The Note represents cash advanced or committed to be advanced by Beneficiary to Grantor, at Grantor's request, which Grantor will use to construct a lodge.

17. Grantor may not cause or permit any of the following events to occur without the prior written consent of Beneficiary: if Grantor is (a) a corporation, the dissolution of the corporation or the sale,

pledge, encumbrance, or assignment of any shares of its stock; (b) a limited liability company, the dissolution of the company or the sale, pledge, encumbrance, or assignment of any of its membership interests; (c) a general partnership or joint venture, the dissolution of the partnership or venture or the sale, pledge, encumbrance, or assignment of any of its partnership or joint venture interests, or the withdrawal from or admission into it of any general partner or joint venturer; or (d) a limited partnership, (1) the dissolution of the partnership, (2) the sale, pledge, encumbrance, or assignment of any of its general partnership interests, or the withdrawal from or admission into it of any general partner, (3) the sale, pledge, encumbrance, or assignment of a controlling portion of its limited partnership interests, or (4) the withdrawal from or admission into it of any controlling limited partner or partners. If granted, consent may be conditioned upon (a) the integrity, reputation, character, creditworthiness, and management ability of the person succeeding to the ownership interest in Grantor (or security interest in such ownership) being satisfactory to Beneficiary; and (b) the execution, before such event, by the person succeeding to the interest of Grantor in the Property or ownership interest in Grantor (or security interest in such ownership) of a written modification or assumption agreement containing such terms as Beneficiary may require, such as a principal pay down on the Note, an increase in the rate of interest payable with respect to the Note, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Indebtedness.

18. The lien created by this deed of trust will be subordinate to the lien securing payment of a note, and any renewals, extensions, and modifications thereof, in the original principal amount of \$960,429.55, which is dated June 24, 2021, executed by Avelar Ventures, LLC, a Texas limited liability company, payable to the order of The First National Bank of Hughes Springs, and more fully described in a deed of trust recorded under County Clerk's File No. 2021-000007817, in the Official Public Records, Harrison, Texas. If default occurs in payment of any part of principal or interest of that \$960,429.55 note or in observance of any covenants of the deed of trust securing it, the entire debt secured by this deed of trust will immediately become payable at the option of Beneficiary.

19. **Waiver of Right to Jury Trial.** GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM THAT RELATES TO OR ARISES OUT OF THIS DEED OF TRUST OR ANY OF THE OTHER LOAN DOCUMENTS OR THE ACTS OR FAILURE TO ACT OF OR BY BENEFICIARY IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS DEED OF TRUST OR THE OTHER LOAN DOCUMENTS.

**THIS WRITTEN DEED OF TRUST AND THE OTHER WRITTEN DOCUMENTS EXECUTED HERewith REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES THERETO AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES THERETO.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

GRANTOR:

Avelar Ventures, LLC,  
a Texas limited liability company

By: 

Name: Marcial Avelar  
Its: Managing Member



STATE OF TEXAS  
COUNTY OF HARRISON

This instrument was acknowledged before me on the 1 day of October, 2021 by Marcial Avelar, Managing Member of Avelar Ventures, LLC, a Texas limited liability company, on behalf of said entity.



[Signature]  
Notary Public, State of Texas

**Originator Names and Nationwide Mortgage Licensing System and Registry IDs:**

**Organization:** The First National Bank of Hughes Springs    **NMLSR ID:** 786149  
**Individual:** Orlando Valle    **NMLSR ID:** 1105526

**AFTER RECORDING RETURN TO:**

The First National Bank of Hughes Springs  
P.O. Box 188  
Hughes Springs, Texas 75656

## EXHIBIT "A"

### TRACT ONE:

All that certain lot, tract or parcel of land situated in Harrison County, Texas, within the Corporate Limits of the City of Marshall, being a part of the Peter Whetstone Survey; being a part of Lots Five (5) and Six (6), Block Thirty-One (31) of the Original Townsite to the said City, and being more particularly described as follows:

BEGINNING at the Southeast corner of Block 31;

THENCE West, with the North margin of East Austin Street, 20 feet;

THENCE North, 80 feet, to a corner on the North margin of a lot conveyed by Joe Lake to Hattie Lake;

THENCE East, 20 feet, to the West margin of North Bolivar Street;

THENCE South, 80 feet, to the place of beginning.

Being the same property conveyed by Emma Kleypas Demmer, surviving wife of C. J. Demmer, deceased, to Charlotte Demmer Smith, by Deed dated February 25, 1975, recorded in Volume 764, Page 87, Deed Records of Harrison County, Texas.

### TRACT TWO:

All that certain lot, tract or parcel of land, situated in Harrison County, Texas, within the Corporate Limits of the City of Marshall; part of the Peter Whetstone Survey; being the West 20 feet of the East 40 feet of Lot 5 and the South 20 feet of the West 20 feet of the East 40 feet of Lot 6, in Block 31 of the ORIGINAL TOWNSITE (OTS) to the said City of Marshall, and being more particularly described as follows:

BEGINNING at a point 20 feet West of the Southeast corner of said Block 31, and in the North margin of East Austin Street, at the Southwest corner of a lot conveyed to Fannie Lake Taylor and Emma Lake;

THENCE West, with said North margin, 20 feet, to the Southeast corner of the lot owned by Mrs. T.B. Owens;

THENCE North, 80 feet, to a corner;

THENCE East, 20 feet to a corner at the Northwest corner of the lot owned by Fannie Lake Taylor and Emma Lake;

THENCE South, 80 feet, to the place of beginning.

### TRACT THREE:

All that certain lot, tract, or parcel of land situated in Harrison County, Texas, within the Corporate Limits of the City of Marshall, being 0.035 acre of land, a part of the PETER WHETSTONE SURVEY, A-756, being part of Lot 7 of Block 39, of the Original Townsite of the City of Marshall, and being a part of the residue of that certain land described in deed from T.W. Davidson to T.C. Solomon, et al, dated March 12, 1954, and recorded in Volume 431, Page 160 of the Harrison County Deed Records, said 0.035 acre being more

115 E  
Austin

213 N  
Wellington

particularly described as follows:

Beginning at a point on the East line of said Block 39, same being the West margin of North Wellington Street, from which a building corner bears South 89°48'01" West - 0.10 feet, said beginning point also bears South 0°08'40" West - 90.96 feet from a P.K. nail with shiner found marking the Northeast corner of said Block 39;

Thence South 89°48'01" West, along a common building line, being the North line of a 0.134 acre tract surveyed this date from said Solomon tract, 65.00 feet to a 60d nail set for corner, being on the West line of said Solomon tract, and being on the East line of that certain tract designated as "Second Tract" in deed to James R. Watson and Maya Watson, recorded in Volume 1278, Page 513 of said Deed Records, from which a building corner bears North 89°48'01" East - 0.49 feet;

Thence North 0°08'40" East, along the West line of said Solomon tract, and the East line of said Watson tract, 23.35 feet to a P.K. nail with shiner for corner, being the Southwest corner of that certain tract designated as "First Tract" in deed to James R. Watson and Maya Watson, recorded in Volume 1278, Page 513 of said Deed Records;

Thence South 89°51'20" East, along the North line of said Solomon tract, and the South line of said "First Tract", 65.00 feet to a P.K. nail with shiner for corner, being the Northeast corner of said Solomon tract, and the Southeast corner of said "First Tract", and being on the East line of said Block 39 and the West margin of said North Wellington Street;

Thence South 0°08'40" West, along the East line of said Block 39, and said West margin, 22.96 feet to the place of beginning and containing 0.035 acre of land.

#### TRACT FOUR:

205 N  
Wellington

All that certain lot, tract, or parcel of land situated in Harrison County, Texas, within the Corporate Limits of the City of Marshall, being 0.134 acre of land, a part of the PETER WHETSTONE SURVEY, A-756, being part of LOTS 6 and 7 of BLOCK 39 of the ORIGINAL TOWNSITE of the City of Marshall, and being the residue of that certain land described in deed from T. W. Davidson to T. C. Solomon, et al, dated March 12, 1954, and recorded in Volume 431, Page 160 of the Harrison County Deed Records, said 0.134 acre being more particularly described as follows:

BEGINNING at a point on the east line of said Block 39, same being the west margin of North Wellington Street, from which a building corner bears South 89° 48' 01" West - 0.10 feet, said beginning point also bears South 0° 08' 40" West - 90.96 feet from a P.K. nail with shiner found marking the northeast corner of said Block 39;

THENCE South 0° 08' 40" West, along the east line of said Block 39, and said west margin, 89.79 feet to a point from which a building corner bears North 89° 39' 35" East - 0.65 feet, being the southeast corner of said T.C. Solomon tract, and being the northeast corner of that certain tract described in deed to Oil Field Girls, recorded in Volume 3506, Page 341 of the Harrison County Official Public Records;

THENCE South 89° 39' 35" West, along a common building line, being the south line of said T. C. Solomon tract, and the north line of said Oil Field Girls tract, at 60.00 feet pass the northwest corner of said Oil Field Girls tract, and continuing in all, 65.00 feet to a point 1.20 feet West of an existing building line, and being the southeast corner of that certain tract described in deed to James R. Watson, recorded in Volume 923, Page 322 of said Deed Records;

THENCE North 0° 08' 35" East, along the east line of said Watson tract, at 60.00 feet pass the northeast corner of said Watson tract, same being the southeast corner of that certain tract designated as "Second Tract" in deed to James R. Watson and Maya Watson, recorded in Volume 1278, Page 513 of said Deed Records, and continuing in all, 89.95 feet to a 60d nail set for corner from which a building corner bears North 89° 48'01" East - 0.49 feet;

THENCE North 89° 48' 01" East, along a common building line, 65.00 feet to the place of beginning and containing 0.134 acre of land.

**TRACT FIVE:**

All that certain lot, tract, or parcel of land situated in Harrison County, Texas, within the Corporate Limits of the City of Marshall, located about 1,000 feet Northwest of the Harrison County Courthouse, and being a part of LOT ONE (1) in BLOCK THIRTY-NINE (39) of the ORIGINAL TOWNSITE to said City of Marshall, more particularly described as follows:

BEGINNING at an iron pin for corner in the South margin of West Rusk Street, said corner being 72 feet East of the Northeast corner of Block 39 of the Original Townsite to said City, and also being the Northeast corner of a lot conveyed to the Citizens State Bank by deed recorded in Volume 191, Page 583, of the Deed Records of Harrison County, Texas;

THENCE East with the South margin of West Rusk Street, 48 feet to a corner, said corner marked by a 15' locust tree, and also being the Northwest corner of a lot conveyed to a W. A. Harvey by W. D. Allen and S. C. Allen, October 12, 1910, by deed recorded in Volume 75, Page 387, of the Deed Records of said County;

THENCE South with the Harvey West line, 60 feet to a corner, same being the Southeast corner of Lot 1, Block 39, Original Townsite of the City of Marshall;

THENCE West with the South line of said Lot 1, Block 39, 48 feet to a corner, same being the Southeast corner of the Citizens State Bank lot referred to above;

THENCE North with the said Citizens State Bank's lot East line, equal distance between two brick buildings, 60 feet to the place of beginning.

Said property being a part of the land conveyed to Mrs. S. C. Allen and W. D. Allen by deed dated April 12, 1905, from John Muntz, recorded in Volume 72, Page 36, of the Deed Records of Harrison County, Texas.

**TRACT SIX:**

All that certain tract, lot, or parcel of land situated in Harrison County, Texas, being a part of the Peter Whetstone Survey, within the Corporate Limits of the City of Marshall and being a PART of LOT 1 in BLOCK 31 of the ORIGINAL TOWNSITE, and being more particularly described as follows:

BEGINNING on the East margin of North Washington Avenue 50 feet South of the Northwest corner of said Block No. 31 at the Southwest corner the lot now owned by E. N. Smith;

THENCE East 100 feet to the Southeast corner of said Smith lot;

THENCE North, 25 feet with Smith's East line to an inner corner of said Smith lot;

THENCE East 20 feet to an alley, the West line of a lot formerly owned by Joe Lake;

THENCE South, 50 feet with Lake's West line to a corner on the West boundary line of Lot No. 7 of said Block;

THENCE West 120 feet to the East margin of North Washington Ave.;

THENCE North with said Avenue 25 feet to the Place of Beginning and being the same property described by deed from Trustees of the Marshall Lodge No, 683, Benevolent and Protective Order of Elks to E.N. Smith,

dated March 31, 1953, recorded in Vol. 415, Page 77, Deed Records, Harrison County, Texas;

AND ALSO being the same property described as Tract Four in that one certain General Warranty Deed dated October 18, 2002, from E. N. Smith, Jr. and Wesley Smith to Cargill Properties, LLC, a Texas limited liability company, and recorded in Volume 2506, Page 179, of the Official Public Records of Harrison County, Texas.

2021-000012281

\*\*\* DO NOT REMOVE THIS PAGE – IT IS A PART OF THIS INSTRUMENT\*\*\*

DEED OF TRUST

18 Pages

FILED AND RECORDED-OPR	CLERKS NOTES
<p>On: <u>10/04/2021 02:48 PM</u></p> <p>Document Number: <u>2021-000012281</u></p> <p>Receipt No: <u>2112620</u></p> <p>Amount: <u>\$ 90.00</u></p> <p>By: <u>Wanda Spencer</u>, Deputy</p> <p>Elizabeth James, County Clerk Harrison County, Texas</p>	



STATE OF TEXAS

COUNTY OF HARRISON

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Harrison County, Texas.

*Elizabeth James*  
Elizabeth James, Harrison County Clerk

Record and Return To:



CENTRAL TITLE COMPANY



**COPY**

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.

**NOTICE OF SALE**

PURSUANT TO AUTHORITY conferred upon the Trustee by that certain Deed of Trust dated June 22, 2024, executed by **KRISTINA MICHELLE LINNEAR AND TRACEY JASON LINNEAR, A MARRIED COUPLE**, ("Mortgagor") to Tim Williams, Trustee, for the benefit of **21<sup>ST</sup> MORTGAGE CORPORATION** ("Mortgagee"), filed for record under Instrument No. 2024-000006845, Official Public Records of Harrison County, Texas, Mortgagee appoints K. Clifford Littlefield, Alexander J. Tiffany or Norma Jean Hesselstine, whose address is listed below, or Christine Wheelless, Kevin Key, Jay Jacobs, Phillip Hawkins, Harriett Fletcher or Sheryl LaMont, whose business address is 14800 Landmark Blvd., Suite 850, Dallas, Texas 75254, under said Deed of Trust, in order to satisfy the indebtedness secured thereby and at the request of the holder of said indebtedness, default having been made in the covenants of the Deed of Trust, to sell on **Tuesday, June 3, 2025**, (that being the first Tuesday of the month), at public auction to the highest bidder for cash, at the Harrison County Courthouse at the place designated by the Commissioner's Court for such sales in Harrison County, Texas, (on the steps of the county courthouse or as designated by the County Commissioner), the sale to begin at 10:00 o'clock a.m. or not later than three (3) hours after such time on that date, selling all of the property as an entirety or in such parcels as the Trustee acting may elect the property offered for sale, more particularly described on Exhibit "A" attached hereto and made a part hereof, together with any and all improvements constructed upon, affixed to or located upon the above described real property, including but not limited to the 2025 Sunshine Homes Manufactured Home, Serial No. ALS301417.

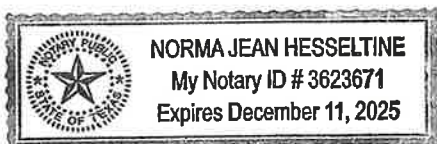
Assert and Protect Your Rights as a Member of the Armed Forces of the United States. If You Are or Your Spouse Is Serving on Active Military Duty, Including Active Military Duty as a Member of the Texas National Guard or the National Guard of Another State or as a Member of a Reserve Component of the Armed Forces of the United States, Please Send Written Notice of the Active Duty Military Service to the Sender of this Notice Immediately.

EXECUTED this 14 day of April, 2025.

  
K. CLIFFORD LITTLEFIELD, Mortgagee Attorney  
UPTON, MICKITS & HEYMANN, L.L.P.  
802 N. Carancahua, Suite 450  
Corpus Christi, Texas 78401  
Telephone: (361) 884-0612  
Facsimile: (361) 884-5291  
Email: clittlefield@umhlaw.com

THE STATE OF TEXAS       §  
COUNTY OF NUECES       §

SUBSCRIBED and SWORN TO BEFORE ME, the undersigned Notary Public, by **K. CLIFFORD LITTLEFIELD**, this 14 day of April, 2025, to certify which witness my hand and official seal.



  
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

**2.00 acre tract of land located in the Alexander Jordan Survey, A-360, Harrison County, Texas and being a part of that certain 35.5 acre tract described in Vol. 141, Page 461, Deed of Trust Records, Harrison County, Texas and being more particularly described as follows:**

**BEGINNING: at the Northeast corner of said 35.5 acre tract, in the center of Smelley Road, on the occupational line between the Alexander Jordan and the David hill Surveys;**

**THENCE: S 2° 03' E, 692.60' along a fence on the SBL of said 35.5 acre tract to a 30" iron rod set for the SE corner;**

**THENCE: N 89° 50' W 300.00' along the SBL to a 3/8" iron rod set for the SW corner;**

**THENCE: N2° 03' W, 245.77' along the most Westerly WBL to a 3/8" iron rod set for the most Westerly NW corner;**

**THENCE: S 89° 50' E, 270.00' to a 3/8" iron rod set an inside ELL corner;**

**THENCE: N 2° 03' S, 446.83' to the center of Smelley Road;**

**THENCE: S 89° 50' E, 30.00 ' along the center of Smelley Road to the PLACE OF BEGINNING and containing 2.00 acres of land.**