


<b>LIMESTONE COUNTY</b> Kerrie Cobb 200 West State Street Suite 102 Groesbeck, TX 76642 Phone: (254)729-5504	<b>DOCUMENT #:</b> FC-2025-0001 <b>RECORDED DATE:</b> 01/09/2025 02:23:25 PM  <h1 style="text-align: center;">ERECORDING</h1>
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<b>RETURN TO:</b> (Ingeo) R. Scott Wilson Attorney At Law, PLLC	<b>SUBMITTED BY:</b> R. Scott Wilson Attorney At Law, PLLC

DOCUMENT # : FC-2025-0001  
 RECORDED DATE: 01/09/2025 02:23:25 PM

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



  
**Kerrie Cobb**  
**Limestone County Clerk**

# PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

**NOTE: If document data differs from cover sheet, document data always controls.**  
**\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

**R. SCOTT WILSON**  
Attorney at Law, PLLC  
120 S. Ellis  
P. O. Box 881  
Groesbeck, Texas 76642  
Telephone: (254) 729-3221  
Facsimile: (254) 729-0211  
scott@swilsonattorney.com

January 9, 2025

Brandon Courtney  
526 Henderson Blvd  
Groesbeck, Texas 76642

Re: Notice of acceleration and Foreclosure Sale regarding the following instruments, among others (collectively, the "Loan Documents") in the original principal amount of \$ 27,000.00 and Notice of Foreclosure Sale on March 4, 2025:

Deed of Trust ("Deed of Trust"):

Dated:	February 20, 2018
Grantor:	Brandon Courtney
Original Trustee:	Stephen Reed
Lender:	Groesbeck Investments, LLP
Recorded in:	Instrument No. 20180687 of the Real Property Records of Limestone County, Texas
Secures:	Real Estate Lien Note ("Note") in the original principal amount of \$27,000.00, executed by Brandon Courtney ("Borrower") and payable to the order of Lender and all other indebtedness of Borrower to Lender
Substitute Trustee:	R. Scott Wilson

Dear Mr. Courtney:

This letter is written at the request and on behalf of my client, Groesbeck Investments, LLP. Written notice dated August 27, 2024, was served on you by my office on behalf of Groesbeck Investments, LLP by certified mail, return receipt requested, informing you of the existence of one or more defaults under the Note and the Deed of Trust ("Defaults"). The Note, among other things, constitutes part of the indebtedness secured by the Deed of Trust ("Indebtedness"). In that notice, demand was made on you to pay the unpaid past due amounts then owing under the Note and you were advised of Groesbeck Investments, LLP's intention to accelerate the maturity of the Note if the Defaults were not cured. Because of your failure to cure the default in payment of the note, the maturity date of the note was accelerated by the Noteholder effective as of September 19, 2024 and a foreclosure sale was scheduled; however, you filed bankruptcy, which stopped the sale. We have been notified that your bankruptcy was dismissed, effective 12-18-2024; therefore, my client desires to continue with the foreclosure process and has re-scheduled the Foreclosure Sale for March 4, 2025, as set out in the Notice of Foreclosure Sale attached hereto which has also been posted at the Limestone County Courthouse pursuant to state law.

If all amounts due and owing have not been paid or if other arrangements satisfactory to Groesbeck Investments, LLP have not then been made by the Foreclosure Sale date, or proof of insurance is not received, I, as Substitute Trustee will conduct the Foreclosure Sale on the date and at the time and place specified in the Notice, as authorized by and in accordance with the provisions of the Deed of Trust and applicable law.

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


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

You may contact me at the above letterhead address regarding any questions that you may have, including the outstanding balance of the past due amounts on the Note as of any particular date. I believe those amounts due have been previously provided to you. If you have

any questions that you believe I can answer, you or your attorney may contact me at the telephone number or address listed below. You have mentioned that you are trying to obtain a loan to pay off your indebtedness. Please keep the timeframe for this foreclosure sale in mind when arranging for same.

**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.**

Sincerely,



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R. Scott Wilson  
Attorney for Groesbeck Investments, LLP  
State Bar No.: 24003185  
scott@swilsonattorney.com  
120 S. Ellis  
P.O. Box 881  
Groesbeck, Texas 76642  
(254) 729-3221  
(254) 729-0211

Certified Mail No. 7018 0360 0000 5180 9390  
Return Receipt Requested and by Regular Mail

**Notice of Foreclosure Sale**

January 9, 2025

Deed of Trust ("Deed of Trust"):

Dated: February 20, 2018

Grantor: Brandon Courtney

Original Trustee: Stephen Reed

Substitute Trustee: R. Scott Wilson

Lender: Groesbeck Investments, LLP

Recorded in: Instrument No. 20180687 of the Real Property Records of Limestone County, Texas

Legal Description: BEING Lots 5 and 6, Block 7, Henderson Heights Addition, City of Groesbeck, A. Varela Survey, Limestone County, Texas, according to the map of said addition of record in Volume 1, Page 22, Plat Records of Limestone County, Texas.

Secures: Real Estate Lien Note ("Note") in the original principal amount of \$27,000.00, executed by Brandon Courtney ("Borrower") and payable to the order of Lender and all other indebtedness of Borrower to Lender

Foreclosure Sale:

Date: Tuesday, March 4, 2025

Time: The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 10:00 A.M. and not later than three hours thereafter.

Place: Front steps of the Limestone County Courthouse, located at the following address:

200 W State St  
Groesbeck, Texas 76642

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Groesbeck Investments, LLP's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Groesbeck Investments, LLP, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

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

If Groesbeck Investments, LLP passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

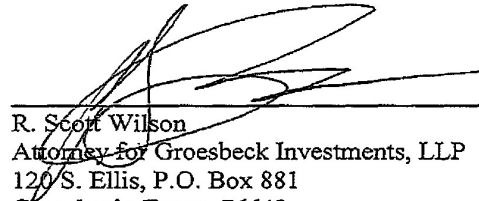
The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Groesbeck Investments, LLP. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," **without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust.** Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

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

**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 OF THE LENDER.**



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R. Scott Wilson  
Attorney for Groesbeck Investments, LLP  
120 S. Ellis, P.O. Box 881  
Groesbeck, Texas 76642  
Telephone (254) 729-3221