

JAN 26 2024

[Signature]
Clerk of the County Court
Palo Pinto County, Texas
Deputy

NOTICE OF TRUSTEE'S SALE

WHEREAS, by that certain Deed of Trust (with Security Agreement) dated effective March 17, 2021, and recorded as Instrument No. 2021-00002410 (Volume 2370, Page 372), Real Property Records, Palo Pinto County, Texas (the "Deed of Trust"), Johnny Barron (the "Grantor") conveyed to Dave Horger, Jr., Trustee (the "Trustee"), for the benefit of Billy Delp, III, (the "Beneficiary"), certain real property situated in Palo Pinto County, Texas, and more particularly described as follows:

Being a 25.733 acre, more or less, tract of land our of Blocks 17, 18, and 19, of PITTMAN SUBDIVISION, out of the James Salmon Survey, Abstract No. 184, in Palo Pinto County, Texas, being part of a 173.275-acre tract of land described in that certain Deed recorded in Volume 1092, Page 4416, of the Official Public Records of Palo Pinto County, Texas, and being more particularly described by metes and bounds in that certain Deed recorded in Volume 2295, Page 873, of the Official Public Records of Palo Pinto County, Texas,

(the "Property"), to secure the payment of that one certain Promissory Note dated effective March 17, 2021, in the original principal amount of \$181,000.00, executed by Grantor and made payable to the order of Beneficiary (the "Note"); and

WHEREAS, Jill Everett Delp is now the current owner and holder of the Note and the Beneficiary under the Deed of Trust; and

WHEREAS, default has occurred under the terms of the Note and Deed of Trust; and

WHEREAS, demand for payment of the indebtedness due under the Note and Deed of Trust was made, and all required notices have been given, all in accordance with the Note and Deed of Trust and applicable law; and

WHEREAS, the indebtedness evidenced by the Note and secured by the Deed of Trust is now wholly due and payable; and

WHEREAS, the outstanding balance due under the Note and the Deed of Trust has not been paid; and

WHEREAS, the current owner and holder of said indebtedness and the current beneficiary under the Deed of Trust, has requested the Trustee to sell the Property to satisfy the indebtedness:

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, March 5, 2024, between the hours of 10:00 A.M., and 4 P.M., the undersigned will sell the Property at public auction on the west side steps of the Palo Pinto County Courts Building located at 520 Oak Street, Palo Pinto, Texas, 76484, on in the area designed by the Palo Pinto County Commissioners Court, if different, to the highest bidder for cash, subject to the right of Beneficiary to have its bid credited

to the Note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale. Said sale will begin no earlier than 1:00 P.M. and no later than three hours after that time.

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.

The Trustee and sender of this notice and his name and contact information is as follows:

Dave Horger, Jr.,
9285 Huntington Square,
Suite 109-A
North Richland Hills, TX 76182.
(817) 656-0466.

Dated and signed this 26th day of January, 2024.



DAVE HORGER, JR.
Trustee

Notice of Foreclosure Sale

March 5, 2024

January 3, 2023 ("Deed of Trust"):

Dated: January 3, 2023
Grantor: James Zills and Judith Zills
Trustee: KERWIN STEPHENS
Lender: TDH254 Ventures, LLC

Recorded in: Deed of Trust recorded in Volume 2480, Page 861 of the official public records of Palo Pinto County, Texas.

Legal Description: Being all of Lot Seventeen (17) of The Ridge, a subdivision in Palo Pinto County, out of T.E.&L. Co. Survey, Section No. 2541, Abstract No. 638 and T.E.&L. Co. Survey, Section No. 2539, Abstract No. 636, as shown by map or plat in Book 12, Page 42, Slide 1241, Plat Records, Palo Pinto County, Texas.

Secures: Promissory Note ("Note") in the original principal amount of \$180,018.00, executed by James Zills and Judith Zills ("Borrower") and payable to the order of Lender and all other indebtedness of Borrower to Lender

Foreclosure Sale:

Date: Tuesday, March 5, 2024
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: 520 Oak Street, Mineral Wells, Texas 76067
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 TDH254 Ventures, LLC's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

FILED
At 11:30 O'Clock A M.

JAN 31 2024
Janet K. Grou
Clerk of the County Court
Palo Pinto County, Texas
By *[Signature]* Deputy

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, TDH254 Ventures, LLC, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of TDH254 Ventures, LLC's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with TDH254 Ventures, LLC's rights and

remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

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

If TDH254 Ventures, LLC 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 TDH254 Ventures, LLC. 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 OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.



PHIL GARRETT
Attorney for lender



Phil Garrett, Substitute Trustee
PO Box 219
Mineral Wells, Texas 76068

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.

Notice is hereby given that, subject to the terms and conditions set forth in this Notice, a public sale, at auction, of the Property (as that term is defined and described below) will be held at the date, time and place set forth in this Notice.

1. *Property to Be Sold.* The Property to be sold, including improvements (collectively, the "Property"), is described as follows:

Legal Description of the Property:

BEING all of Lot Number Nine (9) and the West Fifty-seven (W. 57') of Lot Number Seven (7), Block Number Three (3), SLAUGHTER AND BARBER WEST ADDITION to the City of Mineral Wells, Palo Pinto, Texas.

Mailing Address of the Property:

618 NW 5th St.
Mineral Wells, Texas 76067-4218

FILED
At 11:30 O'Clock A M.

FEB 13 2024

2. *Deed of Trust Creating Lien That Is The Subject of Sale.*

Homestead Lien Contract and Deed of Trust dated July 28, 2008, executed by Angela Rogers for the benefit of First Financial Bank, N.A. and filed in the Official Public Records of Palo Pinto County, Texas as Document No. 2008-00006783 (the "Deed of Trust")

Garnette K. Green
Clerk of the County Court
Palo Pinto County, Texas
By Vanita Hall Deputy

3. *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Date: March 05, 2024

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter.

Place: The exterior steps at the entrance to the door of the Palo Pinto County Courthouse, 520 Oak St., Palo Pinto, Texas 76484, which opens and faces to

the South, or as otherwise designated by the Palo Pinto County Commissioner's Court pursuant to section 51.002 of the Texas Property Code.

The Beneficiary reserves the right to postpone, withdraw, or reschedule the sale for another day. In the event that the sale is postponed or rescheduled, notice of the date of any rescheduled Substitute Trustee's Sale will be reposted and re-filed in accordance with the posting and filing requirements of the Texas Property Code. The reposting or re-filing may be after the date originally scheduled for this sale.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash, subject to permitting the Beneficiary to have its bid(s) credited to the amounts owing under the terms of the Note (as hereafter described) that is secured by the Deed of Trust.

Those desiring to purchase the Property will need to demonstrate their immediate ability to pay by cash (which may be by cashier's check) at the time that the Property is sold.

The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. The sale shall not cover any part of the Property that has been released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable Property records to determine the nature and extent 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 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" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075 of the Texas Property Code, the undersigned, as Substitute Trustee, reserves the right to set reasonable conditions (in addition to the conditions set forth herein) 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 Substitute Trustee.

5. *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 and Court Order.

6. *Obligations Secured.* The Homestead Lien Contract and Deed of Trust dated July 28, 2008, executed by Angela Rogers including all extensions, modifications, and renewals thereof provides that it secures the payment of the indebtedness and obligations therein described including, but not limited to the Promissory Note in the original principal amount of \$40,000.00 made payable to the

order of First Financial Bank, N.A. First Financial Bank, N.A. is the current owner and holder of the afore-mentioned Note and Deed of Trust and is the beneficiary identified therein.

7. *Trustee/Substitute Trustee.* The undersigned has been appointed by the Beneficiary as Substitute Trustee under the terms of the Deed of Trust and may be referred to herein as either the "Trustee" or "Substitute Trustee".

8. *Default and Request to Act.* Default has occurred in the payment of indebtedness due under the afore-mentioned Note that is secured by the Deed of Trust. As a result, all of the unpaid balance of principal and accrued interest upon, the Note is now due and payable, along with all costs and expenses (including attorney's fees) that have been incurred by the Beneficiary and that are secured by the Deed of Trust. The Beneficiary has requested the Substitute Trustee under the Deed of Trust, to conduct this sale, the proceeds of such sale to be applied in accordance with the terms of the Deed of Trust. Notice is hereby given that before the sale, the Beneficiary may appoint another person substitute trustee to conduct the sale.

THEREFORE, at the date, time and place set forth above, the appointed Substitute Trustee will sell the Property (including any improvements) at public auction to the highest bidder for cash (subject to the right of the Beneficiary to have its bid(s) credited to the amounts due under the Note) pursuant to the terms of the Deed of Trust and applicable law.

Questions concerning the sale may be directed to the undersigned.

Dated: February 13, 2024.



Jessica Haile and/or Amy Teague
McMahon Surovik Suttle, P.C.
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Abilene, Texas 79601
(325-676-9183
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