

NOTICE OF FORECLOSURE 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 OR 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. Property to Be Sold. The property to be sold is described as follows: BEING LOT 5, BLOCK E, ARRINGTON ADDITION, AN ADDITION TO THE CITY OF MINERAL WELLS, PALO PINTO COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 25, PAGE 40, DEED RECORDS, PALO PINTO COUNTY, TEXAS.

2. Instrument to be Foreclosed. The instrument to be foreclosed is the Deed of Trust dated 05/10/2021 and recorded in Document 2021-00003276 real property records of Palo Pinto County, Texas.

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

Date: 04/01/2025

Time: 01:00 PM

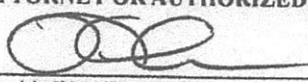
Place: Palo Pinto County, Texas at the following location: THE EXTERIOR STEPS AT THE ENTRANCE TO THE DOOR OF SAID COURTHOUSE WHICH OPENS AND FACES TO THE SOUTH OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or as designated by the County Commissioners Court.

4. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash. 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.

5. Obligations Secured. The Deed of Trust executed by JAMIE L. BALLINGER AND RONALD J. GALLOWAY, JR., provides that it secures the payment of the indebtedness in the original principal amount of \$153,000.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. Truist Bank is the current mortgagee of the note and deed of trust and TRUIST BANK is mortgage servicer. A servicing agreement between the mortgagee, whose address is Truist Bank c/o TRUIST BANK, 1001 Semmes Ave, Richmond, VA 23224 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

6. Substitute Trustee(s) Appointed to Conduct Sale. In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

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.


Mackie Wolf Zientz & Mann, P.C.
Brandon Wolf, Attorney at Law
L. Keller Mackie, Attorney at Law
Michael Zientz, Attorney at Law
Lori Liane Long, Attorney at Law
Chelsea Schneider, Attorney at Law
Ester Gonzales, Attorney at Law
Karla Balli, Attorney at Law
Parkway Office Center, Suite 900
14160 Dallas Parkway
Dallas, TX 75254

For additional sale information visit: www.auction.com or (800) 280-2832

Certificate of Posting

I am Donna Stockman whose address is c/o AVT Title Services, LLC, 5177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on 2/20/25 I filed this Notice of Foreclosure Sale at the office of the Palo Pinto County Clerk and caused it to be posted at the location directed by the Palo Pinto County Commissioners Court.

FILED
At 3:19 O'Clock P M.

FEB 20 2025

Janette K. Green
Clerk of the County Court
Palo Pinto County, Texas
By Karlee Hall Deputy



MILLER GEORGE & SUGGS

Texas Office
6080 Tennyson Pkwy, Suite 100
Plano, Texas 75024
Main: 972.532.0128
Fax: 214.291.5507
FLORIDA | TEXAS | GEORGIA

NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on December 26, 2008, a certain Deed of Trust was executed by Shirley Brady and Willie H. Brady as mortgagor in favor of WAF World Alliance Financial Corp. as beneficiary and G. Tommy Bastian as trustee, and was recorded on, January 6, 2009, as Instrument No. 2009-00000066 in the Office of the County Clerk, Palo Pinto County, Texas; and

WHEREAS, the Deed of Trust was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing act for the purpose of providing single family housing; and

WHEREAS, the beneficial interest in the Deed of Trust is now owned by the Secretary pursuant to an assignment dated August 27, 2019, and recorded on December 6, 2019, as Instrument No. 2019-00005956 in the office of the County Clerk, Palo Pinto County, Texas; and

WHEREAS, a default has been made in the covenants and conditions of the Deed of Trust in that the mortgagor failed to maintain the priority of beneficiary's lien on the Property; and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Deed of Trust to be immediately due and payable.

NOW, THEREFORE, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on December 30, 2024 as Instrument No. 2024-00007490 notice is hereby given that on April 01, 2025 at 1:00 PM local time, or not later than three hours thereafter, all real and personal property at or used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder:

ALL OF LOT 20, BLOCK 6, BRAZOS VILLA ADDITION, SECOND FILING, TO THE CITY OF MINERAL WELLS, PALO PINTO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 113, PLAT RECORDS OF PALO PINTO COUNTY, TEXAS.

Commonly known as: 809 NE Park Drive, Mineral Wells, TX 76067

The sale will be held at the exterior steps at the entrance to the door of the Palo Pinto County Courthouse which opens and faces to the south, or as designated by the County

24TX941-0041



4836575

Commissioners Court.

The Secretary of Housing and Urban Development will bid \$157,668.98.

There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his prorata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making their bids, all bidders except the Secretary must submit a deposit totaling \$15,766.90 in the form of a certified check or cashier's check made out to the Secretary of HUD. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of \$15,766.90 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the highest bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them.

The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a fee of \$500.00, paid in advance. The extension fee shall be in the form of a certified or cashier's check made payable to the Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due.

If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the foreclosure commissioner after consultation with the HUD representative, will be liable to HUD for any costs incurred as a result of such failure. The Commissioner may, at the direction of the HUD representative, offer the property to the second highest bidder for an amount equal to the highest price offered by that bidder.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant.

The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the Secretary of HUD, before public auction of

the property is completed.

Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below.

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 send of this notice immediately.

Date: February 28, 2025



By: Dustin George
Miller, George & Suggs, PLLC
Foreclosure Commissioner
6080 Tennyson Parkway, Suite 100
Plano, TX 75024
972-532-0128 Phone
214-291-5507 Fax

FILED

At 2:05 O'Clock P.M.

MAR - 6 2025

Janette K. Dreen
Clerk of the County Court
Palo Pinto County, Texas
By A. Figueroa Deputy

FILED
At 11:55 O'Clock A M

**NOTICE OF TRUSTEE'S SALE BY
SUBSTITUTE TRUSTEE**

MAR - 7 2025
Janette Koppen
Clerk of the County Court
Palo Pinto County, Texas
By *[Signature]* Deputy

Notice is hereby given of a public non-judicial foreclosure sale.

1. Property to Be Sold. The property to be sold is described in Exhibit "A" attached hereto.
2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: April 1, 2025

Time: The sale shall begin no earlier than 10:00 A.M. or no later than three hours thereafter.

Place: Palo Pinto County Courthouse in Palo Pinto, Texas, at the south door of the courthouse.

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. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. Such reposting or refiled may be after the date originally scheduled for this sale.

3. Terms of 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 thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day 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 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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

4. 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 Deeds of Trust executed by property owners listed in Exhibit "A". The Deeds of Trust are recorded in the plat records in the office of the County Clerk of Palo Pinto County, Texas, under the volumes and page numbers listed in Exhibit "A."

5. Obligations Secured. The Deeds of Trust provide that they secure the payment of the

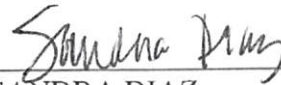
[indebtedness and obligations therein described (collectively the "Obligations") including but not limited to (1) the promissory note in the original principal amount payable to the order of Double Diamond, Inc.; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of the property owners to Double Diamond, Inc. Double Diamond, Inc. is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

6. Default and Request To Act. Default has occurred under the deed of trust, and the beneficiary has requested me, as substitute trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

Dated this 7th day of March, 2025.



KEVIN BURNS
160 CLIFFS DRIVE
GRAFORD, TX 76449



SANDRA DIAZ
160 CLIFFS DRIVE
GRAFORD, TX 76449

EXHIBIT "A"

Cliffs I -	Cliffs Phase I Subdivision, as described in the Amended plat recorded in Slide 455-460 of the Plat Records of Palo Pinto County, Texas.
Cliffs II -	Cliffs Phase II Subdivision, as described in the plat recorded in Slide 468-473 of the Plat Records of Palo Pinto County, Texas.
Cliffs III-	Cliffs Phase III Subdivision, as described in the plat recorded in Slide 475-479 of the Plat Records of Palo Pinto County, Texas.
Cliffs IV-	Cliffs Phase IV Subdivision, as described in the plat recorded in Slide 480-485 of the Plat Records of Palo Pinto County, Texas.
Cliffs V-	Cliffs Phase V Subdivision, as described in the plat recorded in Slide 488 of the Plat Records of Palo Pinto County, Texas.
Cliffs VI-	Cliffs Phase VI Subdivision, as described in the plat recorded in Slide 489 of the Plat Records of Palo Pinto County, Texas.
Cliffs VII-	Cliffs Phase VII Subdivision, as described in the plat recorded in Slide 499-503 of the Plat Records of Palo Pinto County, Texas.
Cliffs VIII-	Cliffs Phase VIII Subdivision, as described in the plat recorded in Slide 491-498 of the Plat Records of Palo Pinto County, Texas.
Cliffs IX-	Cliffs Phase IX Subdivision, as described in the plat recorded in Slide 507-513 of the Plat Records of Palo Pinto County, Texas.
Cliffs X-	Cliffs Phase X Subdivision, as described in the plat recorded in Slide 509 of the Plat Records of Palo Pinto County, Texas.
Cliffs XI-	Cliffs Phase XI Subdivision, as described in the plat recorded in Slide 525 of the Plat Records of Palo Pinto County, Texas.
Cliffs XII-	Cliffs Phase XII Subdivision, as described in the plat recorded in Slide 582 of the Plat Records of Palo Pinto County, Texas
Cliffs XIII-	Cliffs Phase XIII Subdivision, as described in the plat recorded in Slide 652 of the Plat Records of Palo Pinto County, Texas.
Birkdale-	Birkdale Timeshare Regime more fully described in the Declaration establishing the Birkdale Timeshare Regime recorded in Volume 972, page 779 of the Deed of Records of Palo Pinto County, Texas.
Vista Point-	Vista Point Timeshare Regime more fully described in the Declaration establishing the Vista Point Timeshare Regime recorded in Volume 1160, page 136 of the Deed of Records of Palo Pinto County, Texas.

MORTGAGOR	LOT	SUBDIVISION	DEED OF TRUST	
			VOLUME	PAGE
CHUK WUNONSO NWOKOLO	284	CLIFFS PHASE II	2529	414
STELLA ALABE OSIMUA & RICHARD OSIMUA	318	CLIFFS PHASE II	2409	202
BRIAN J. MOHR & TONYA R. MOHR	186	CLIFFS PHASE IX	1395	677