

NOTICE OF FORECLOSURE SALE

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.

Property: 4410 S Keller Rd., Mineral Wells, TX 76067

October 25, 2024

Deed of Trust: First Lien Deed of Trust (The term "Deed of Trust" herein shall mean the Deed of Trust as so modified, renewed, and/or extended.)

Dated: March 17, 2021

Trustee: David Harger, Jr.

Substitute Trustee: Michael S. Newman

Address: 8813 North Tarrant Parkway, #252, North Richland Hills, TX, 76182

Grantor: Johnny Barron

Mortgagee: Billy Ray Delp, III (hereafter "Lender")

Recording Information: Volume 2370, Page 372 of the real property records of Palo Pinto County, Texas.

Property Address: 4410 S Keller Rd., Mineral Wells, TX 76067

Legal Description: The Surface Estate Only in and to the following described tract:

Being a 25.733 acres tract of land, more or less, out of Blocks 17, 18, and 19, of the PITTMAN SUBDIVISION, out of the JAMES SALMON SURVEY, ABSTRACT NO. 395, and out of the J. L. FOWLER SURVEY, ABSTRACT NO. 184, all in Palo Pinto County, Texas, being part of a certain 173.275-acre tract of land described in that certain Deed recorded in Volume 1092, Page 416, Official Public Records of Palo Pinto County, Texas, and being more particularly described by metes and bounds in that certain Deed recorded in Volume 1373, Page 584, of the Official Public Records of Palo Pinto County, Texas.

Note Secured by Deed of Trust: First Lien Real Estate Note (The term "Note" herein shall mean the Note as so modified, renewed, and/or extended.)

Date: March 17, 2021

Original Principal Amount: \$181,000.00

FILED

At 10:55 O'Clock A.M.

OCT 30 2024

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

Maker: Johnny Barron
Lender: Billy Ray Delp, III

Modifications and Renewals: By agreement dated November 6, 2023, the maturity date of the note was extended to January 15, 2024.

Holder: Jill Delp is the current holder of the Note.

Property: All real property and improvements as described in and mortgaged in the Deed of Trust, including all rights and appurtenances thereto.

Sale Location: The sale will take place at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a deed of trust or other contract lien as follows: At the South Courthouse Entrance of the Palo Pinto Courthouse, 520 Oak Street, Palo Pinto, TX 76484

Sale Date: December 3, 2024

Sale Time: The public auction of the Foreclosure Sale will take place between the hours of 10:00 AM and 4:00 PM local time. The earliest time the sale will begin is 11:00 a.m., or within three hours from that time.

Terms of the Sale: This public Foreclosure Sale will sell all property "AS IS" at a public auction to the highest cash bidder, with the exception of the Beneficiary, who will be allowed to bid credit against the amount owed under the obligation secured by the lien in the Deed of Trust.

Due to the default in payment of the Note and in performance of the obligations under the terms of the Deed of Trust, the Beneficiary directed the Substitute Trustee to administer the trust provisions.

The above described Deed of Trust encumbers real property. This document constitutes formal notice by the Beneficiary to foreclose and sell the property, as described in Beneficiary's right and remedies under the Deed of Trust and in accordance with the terms of Section 9.604(a) of the Texas Business and Commerce Code and the Deed of Trust.

Notice is hereby given that the Foreclosure Sale will commence at the Sale Location, Sale Date, and Sale Time indicated above. At that time, the Substitute Trustee will direct the sale of the property described in the Deed of Trust in the manner allowed by the Deed of Trust and applicable Texas law.

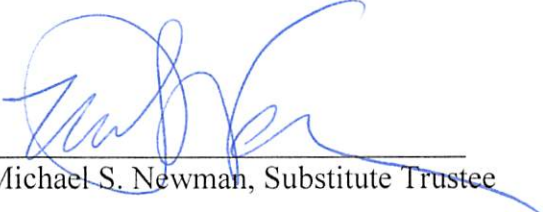
If there is any postponement or rescheduling of the Foreclosure Sale, additional notice will be reposted and refiled in accordance with the terms of the Deed of Trust and applicable Texas law.

Potential purchasers are reminded that this sale of property is made subject to the exceptions to conveyance and warranties of the Deed of Trust, all prior liens and defects to title, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust, and any rights of recession as set forth in the Texas Property Code. Potential purchasers should examine the property records describing the property within the Deed of Trust for further assurances.

Pursuant to Section 51.009 of the Texas Property Code, this property will be sold "AS IS" to the highest cash bidder. Please be aware that the sale of this property will not include any possession warranties, title warranties, warranties of quiet enjoyment or other warranties, except as expressly provided by the Deed of Trust. All potential purchasers should conduct examinations of the property records for further assurances.

Pursuant to Section 51.0075(a) of the Texas Property Code, the Substitute Trustee will establish conditions for the Foreclosure Sale as are deemed reasonable and in accordance with the Texas Property Code. Any conditions beyond what are listed in this document will be disclosed prior to the opening of bidding on the day of the 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 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.



Michael S. Newman, Substitute Trustee

FILED

At 8:14 O'Clock A.M.

NOTICE OF FORECLOSURE SALE

NOV - 1 2024

STATE OF TEXAS §
COUNTY OF PALO PINTO §

KNOW ALL MEN BY THESE PRESENTS

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

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

1. Property To Be Sold. The property to be sold is described as follows:

SEE ATTACHED EXHIBIT "A" (the "Property").

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

Date: December 3, 2024

Time: The sale shall begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale shall be completed no later than 4:00 p.m.

Place: As directed by the Palo Pinto County Commissioners Court.

The Deed of Trust or other Security Document permits the Beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Security Document 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 re-filed in accordance with the posting and filing requirements of the Texas Property Code. Such reporting or re-filing may be after the date originally scheduled for this sale.

3. Terms of Sale. The sale will be conducted in a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust or other Security Document 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 or Security Document 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 or Security Document, 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 or Security Document. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

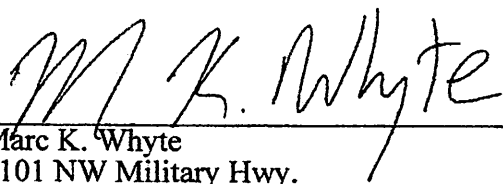
4. Type of Sale. The sale is a non-judicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust or other Security Document, dated March 30, 2021, and executed by Todd Wolf and Julie Patricia Edlin-Wolf (the "Deed of Trust" or "Security Document").

5. Obligations Secured. The Deed of Trust or other Security Document provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations"), including but not limited to Real Estate Lien Note or other Commercial Security Agreement dated March 30, 2021, and executed by Todd Wolf (collectively as "Maker"), and Randolph Brooks Federal Credit Union, as Payee, in the original principal amount of \$55,920.00 (the "Note").

Randolph Brooks Federal Credit Union is the current owner and holder of the obligation and is the beneficiary under the Deed of Trust or other Security Document.

6. Default And Request To Act. Default has occurred under the Deed of Trust or other Security Document and the Beneficiaries have requested me, as an appointed Substitute Trustee, to conduct this sale. Notice is given that before the sale, the Beneficiary may appoint another person or substitute trustee to conduct the sale.

DATED: October 30 2024.

By: 

Marc K. Whyte
2101 NW Military Hwy.
San Antonio, Texas 78213

SUBSTITUTE TRUSTEE

EXHIBIT "A"

Property Address: 0 Pleasantly Valley Road, Mineral Wells, Texas 76067

LEGAL DESCRIPTION:

Being the surface only of Lot 16, Brazos Mountain Ranch, Phase 1, a subdivision in Palo Pinto County, Texas, according to the plat thereof recorded in Volume 11, Page 127, Slide 1126, Plat Records of Palo Pinto County, Texas.

FILED
At 9:25 O'Clock A.M.

NOV 12 2024

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

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

Fanette K. Green
Clerk of the County Court
Palo Pinto County, Texas
By *A. Figueroa* Deputy

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: December 3, 2024

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 refileing 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.

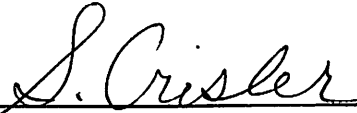
4. Type of Sale. The sale is a non-judicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deeds of Trust executed by property owners listed in Exhibit "A". The Deeds of Trust are recorded in the plat records in the office of the County Clerk of Palo 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 12th day of November, 2024.



SONJA CRISLER
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	
			VOL	PAGE
JEFF KERN & SUNSHINE KERN	21 & 1/208TH INTEREST IN UNITS 301-304	CLIFFS IV & BIRKDALE	2076	642
JOSE KEUMO & CARINE KEUMO	53	CLIFFS II	2556	734
OLUWASANMI ADERIBIGBE	33	CLIFFS XI	2492	92