

Carrington Foreclosure Services, LLC
P.O. Box 3309
Anaheim, California 92803
For Sale Information: (888) 313-1969
For Reinstatement Requests: 1-866-874-5860
Pay Off Requests: 1-800-561-4567
TS#: 24-31501

3:40 FILED p
AUG - 8 2024
By _____ Deputy

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on 12/23/2019, Justin Richard Frost, an unmarried person, as Grantor/Borrower, executed and delivered that certain Deed of Trust, in favor of Allan B Polunsky, as Trustee, Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Carrington Mortgage Services, LLC., as Beneficiary which deed of trust secures the payment of that certain promissory note of even date therewith in the original amount of \$121,212.00, payable to the order of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Carrington Mortgage Services, LLC., which Deed of Trust is Recorded on 12/26/2019 as Volume 2019-00006227, Book , Page , in Palo Pinto County, Texas, Deed of Trust covers all of the real property, personal property, and fixtures described therein, including , but not limited to, all the following described property, rights and interests (the "Property"), to-wit;

Being all of Lot Forty (40), Block Two (2), Garden Valley Addition, an addition to the City of mineral wells, Texas, in Palo Pinto County, Texas, according to the plat of said addition in Volume 3, Page 9, of the plat records of Palo Pinto County, Texas.

Commonly known as: 3007 NE10TH ST MINERAL WELLS, TX 76067

WHEREAS, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed Angela Cooper, Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Michelle Schwartz, Janet Pinder, Brandy Bacon, Jeff Benton or Jamie Dworsky , Dustin George or either of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust: and

WHEREAS, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and Carrington Mortgage Services, LLC whose address is 1600 S. Douglass Road, Suite 200 A, Anaheim, CA 92806 is acting as the mortgage servicer for Carrington Mortgage Services, LLC, which is the mortgagee of the Note and Deed of Trust or mortgage and the legal holder of such indebtedness and the liens securing same has requested either one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust. Carrington Mortgage Services, LLC is authorized to represent the mortgagee by virtue of a written servicing agreement with the mortgagee. Pursuant to that agreement and Texas Property Code Section 51.0025, Carrington Mortgage Services, LLC is authorized to administer the foreclosure referenced herein.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN, that on 11/5/2024 at 12:00 PM, or no later than three (3) hours after such time, in Palo Pinto County, Texas, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. 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: **THE EXTERIOR STEPS AT THE ENTRANCE TO THE DOOR OF SAID COURTHOUSE WHICH OPENS AND FACES TO THE EAST (THIS IS A TEMPORARY CHANGE FROM THE SOUTH DOOR) OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE**

NOTICE IS FURTHER GIVEN that , except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust, conveyance of the Property shall be made without any representations or warranties whatsoever, express or implied.



4822500

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

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.

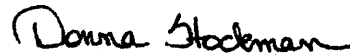
THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

WITNESS, my hand this 8/7/2024

WITNESS, my hand this 08/08/2024



By: Hung Pham, Trustee Sale Specialist
Carrington Foreclosure Services, LLC as
authorized agent for Mortgagee or Mortgage
Servicer
1600 South Douglass Road, Suite 140
Anaheim, CA 92806



By: Substitute Trustee(s)
Angela Cooper, Guy Wiggs, David Stockman,
Donna Stockman, Angela Lewis, Michelle
Schwartz, Janet Pinder, Brandy Bacon, Jeff Benton
or Jamie Dworsky

C/O Carrington Foreclosure Services, LLC
1600 South Douglass Road, Suite 140
Anaheim, CA 92806

21341

Our Case No. 19-03943-28

APPOINTMENT OF SUBSTITUTE TRUSTEE and NOTICE OF TRUSTEE SALE

THE STATE OF TEXAS
COUNTY OF PALO PINTO

Deed of Trust Date:
April 20, 2018

Property address:
900 NW 11TH ST
MINERAL WELLS, TX 76067

Grantor(s)/Mortgagor(s):
JAMES LEON MCNABB AND JAMIE LYNN ELGIN,
HUSBAND AND WIFE

LEGAL DESCRIPTION: Being the West 21 feet of Lot Fifteen (15), and the East 44 feet of Lot Sixteen (16), Block "A", Lakeview Place Addition to the City of Mineral Wells, Palo Pinto County, Texas.

Original Mortgagee:
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR
EVERETT FINANCIAL INC. D/B/A SUPREME LENDING
ITS SUCCESSORS AND ASSIGNS

Earliest Time Sale Will Begin: 01:00 PM

Current Mortgagee:
PENNYMAC LOAN SERVICES, LLC

Date of Sale: NOVEMBER 5, 2024

Property County: PALO PINTO

Original Trustee: SCOTT EVERETT

Recorded on: May 14, 2018
As Clerk's File No.: 2018-00002142
Mortgage Servicer:
PENNYMAC LOAN SERVICES, LLC

Substitute Trustee:
Guy Wiggs, David Stockman, Donna Stockman, Angela
Lewis, Brenda Wiggs, Michelle Schwartz, Kathy Arrington,
Janet Pinder, Brandy Bacon, Jamie Dworsky, Angela
Cooper, Marinosci Law Group PC

Substitute Trustee Address:
c/o Marinosci Law Group, PC
16415 Addison Road, Suite 725
Addison, TX 75001
(972) 331-2300

FILED
AL 1:55 O'Clock P M

AUG 29 2024

Ganette K. Green
Clerk of the County Court
Palo Pinto County, Texas
By *Kyle Hall* Deputy

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 current Mortgagee and/or Mortgage Servicer under said Deed of Trust, according to the provisions therein set out does hereby remove the original trustee and all successor substitute trustees and appoints in their stead Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Brenda Wiggs, Michelle Schwartz, Kathy Arrington, Janet Pinder, Brandy Bacon, Jamie Dworsky, Angela Cooper, Marinosci Law Group PC, 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 Mortgagee therein.

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due and the owner and holder has requested to sell said property to satisfy said indebtedness

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **TUESDAY, NOVEMBER 5, 2024** between ten o'clock AM and four o'clock PM and beginning not earlier than **01:00 PM** or not later than three hours thereafter. 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 be conducted at the Palo Pinto County Courthouse, 520 Oak Street, Palo Pinto, TX 76484 as designated by the Commissioners' Court, of said county pursuant to Section 51.002 of the Texas Property Code as amended; if no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this notice was posted.

PENNYMAC LOAN SERVICES, LLC , who is the Mortgagee and/or Mortgage Servicer of the Note and Deed of Trust associated with the above referenced loan. 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 debt.

ACTIVE MILITARY SERVICE NOTICE

Assert and protect your rights as a member of the armed forces of the United States. If you 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.

WITNESS MY HAND, August 23, 2024

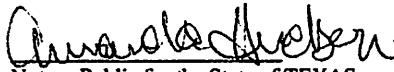
MARINOSCI LAW GROUP PC

By: 
SAMMY HOODA
MANAGING ATTORNEY

THE STATE OF TEXAS
COUNTY OF DALLAS

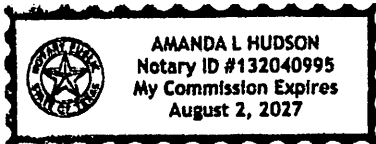
Before me, Amanda Hudson, the undersigned officer, on this, the 23rd day of August 2024, personally appeared SAMMY HOODA, ✓ known to me, who identified herself/himself to be the MANAGING ATTORNEY of MARINOSCI LAW GROUP PC, the person and officer whose name is subscribed to the foregoing instrument, and being authorized to do so, acknowledged that (s)he had executed the foregoing instrument as the act of such corporation for the purpose and consideration described and in the capacity stated.

Witness my hand and official seal
(SEAL)


Notary Public for the State of TEXAS

My Commission Expires: 8-2-2024

Amanda Hudson
Printed Name and Notary Public



Grantor: PENNYMAC LOAN SERVICES, LLC
3043 TOWNSGATE ROAD, #200
WESTLAKE VILLAGE, CA 91361
Our File No. 19-03943

Return to: MARINOSCI LAW GROUP, P.C.
MARINOSCI & BAXTER
16415 Addison Road, Suite 725
Addison, TX 75001

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: LOT 6, OLSON'S GREEN ACRES, FOURTH ADDITION, PALO PINTO COUNTY, TEXAS, AS SHOWN ON THE PLAT THEREOF RECORDED IN VOLUME 4, PAGE 26, PLAT RECORDS OF PALO PINTO COUNTY, TEXAS.

2. **Instrument to be Foreclosed.** The instrument to be foreclosed is the Deed of Trust dated 04/06/2021 and recorded in Document 2021-00002345 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: 11/05/2024

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 ADAM HINKLE AND DESIREE HINKLE, provides that it secures the payment of the indebtedness in the original principal amount of \$171,830.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. U.S. Bank National Association, not in its individual capacity, but solely as Trustee for RMTP Trust, Series 2021 Cottage-TT-V is the current mortgagee of the note and deed of trust and FAY SERVICING, LLC is mortgage servicer. A servicing agreement between the mortgagee, whose address is U.S. Bank National Association, not in its individual capacity, but solely as Trustee for RMTP Trust, Series 2021 Cottage-TT-V c/o FAY SERVICING, LLC, 425 S. Financial Place, Suite 2000, Chicago, IL 60605 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

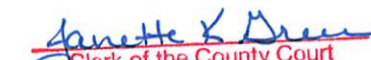
Certificate of Posting

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 9/5/24 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 11:54 O'Clock A.M.

SEP - 5 2024


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

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: November 05, 2024

Time: The sale will begin at 1:00 PM or not later than three hours after that time.

Place: THE EXTERIOR STEPS AT THE SOUTH ENTRANCE OF THE PALO PINTO 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 22, 2021 and recorded in Document INSTRUMENT NO. 2021-00003174 real property records of PALO PINTO County, Texas, with MARSHA POLK-THOMPSON, A SINGLE WOMAN, grantor(s) and SECURITY SERVICE FEDERAL CREDIT UNION, mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by MARSHA POLK-THOMPSON, A SINGLE WOMAN, securing the payment of the indebtednesses in the original principal amount of \$107,900.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. Security Service Federal Credit Union 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. CENLAR FSB, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o CENLAR FSB
425 PHILLIPS BLVD
EWING, NJ 08618

FILED
At 8:12 O'Clock A M.

SEP 12 2024

Jamette K. Green
Clerk of the County Court
Palo Pinto County, Texas
By Karlee Hull Deputy



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 GUY WIGGS, DONNA STOCKMAN, DAVID STOCKMAN, MICHELLE SCHWARTZ, KATHY ARRINGTON, JANET PINDER, BRANDY BACON, JEFF BENTON, JAMIE DWORSKY, ANGELA COOPER OR STOCKMAN FORECLOSURE SERVICES INC 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 Donna Stockman, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320. I declare under penalty of perjury that on 09/12/2024 I filed at the office of the PALO PINTO County Clerk and caused to be posted at the PALO PINTO County courthouse this notice of sale.



Declarants Name: Donna Stockman

Date: 09/12/2024

RANCH 182 BRAZOS MOUNTAIN PLEASANT VALLEY RD
MINERAL WELLS, TX 76067

00000010243608

00000010243608

PALO PINTO

EXHIBIT "A"

BEING THE SURFACE ONLY OF LOT 182, BRAZOS MOUNTAIN RANCH, PHASE 3, A SUBDIVISION IN PALO PINTO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11, PAGE 162, SLIDE 1161, OF THE PLAT RECORDS OF PALO PINTO COUNTY, TEXAS

At 11:26 **FILED** A
O'Clock A M

OCT - 8 2024
Jennifer K. Gynn
Clerk of the County Court
Palo Pinto County, Texas
By *[Signature]* Deputy

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

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: November 5, 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 refiling 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 8th day of October, 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
ARCEL TABAYOYONG & MARIANNE TABAYOYONG	98 & A 1/208TH INTEREST IN UNITS 501-504	THE CLIFFS PHASE IX & BIRKDALE TIMESHARE REGIME	2237	330
BILLY BLUE & CHAD SANDERS	124	THE CLIFFS PHASE XI	1436	261

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 OF FORECLOSURE SALE
BY TRUSTEE

At 2:03 P.M. FILED
O'Clock

Lien Holder: Jerri Guest

Debtor/Owner: Mingus Pizza, LLC

OCT - 8 2024
Jimmie K. Green
Clerk of the County Court
Palo Pinto County, Texas
By _____ Deputy

Property to be Sold: All business personal property, including but not limited to furniture, trade fixtures, and equipment, located in or on the following described real property, which business personal property is being sold along with the following described real property pursuant to Section 9.604(A)(2) of the Texas Business and Commerce Code, and the real property described as follows:

A .449 acre tract of land out of the S.A. & M.G. RR Co. Survey No. 199, Abstract No. 414, Palo Pinto County, Texas; being part of a certain tract described in Volume 831, Page 37 of the Official Public Records of Palo Pinto County, Texas, the same being a part of a certain one acre tract described in Volume 701, Page 273 and part of a certain tract described in Volume 769, Page 124 both in Deed Records and all being in Palo Pinto County, Texas; and being further described by metes and bounds as follows:

Beginning at a found 60D nail in the south right of way in East Broadway Street (Main Street – paved) and in the west right of way line of State Highway No. 108 and at the northeast corner of said one acre tract and said tract (V 831, P 370) for the northeast corner and beginning corner of this tract. Whence found a 1/2” iron rod at the southwest corner of Lot 38 of the Wilson-Harris Subdivision to the Town of Mingus (Volume “Z”, Page 451 D.R.P.P.C.T.) bears S. 89 deg, 48 min. 57 Sec, W. 387.30 feet and S. 00 deg. 11 min. 03 sec. E. 450.00 feet.

Thence S. 03 deg. 38 min. 26 sec. E. 103.62 feet along the west right of way line of said State Highway No. 108 to a set “MAG” nail for the southeast corner of this tract. Whence found a 1/2” iron rod at the southeast corner of said tract (V 831, P 370) and said tract (V 769, P 124) bears S. 03 deg. 38 min. 26 sec. E. 96.74 feet.

Thence S. 89 deg. 54 min. 49 sec. W. 129.19 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for the most southerly southwest corner of this tract.

Thence N. 00 deg. 39 min. 14 sec. W. 28.91 feet to a 4" steel post for an ell corner of this tract.

Thence S. 89 deg. 52 min. 12 sec. W. 60.17 feet to a 4" steel post for the most westerly southwest corner of this tract.

Thence N. 00 deg. 22 min. 26 sec. E. 74.21 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) in the south right of way line of said East Broadway Street for the northwest corner of this tract. Whence found a 1/2" iron rod at the northwest corner of said one acre tract (V 701, P 273) and said tract (V 831, P 370) bears S. 89 deg. 48 min. 57 sec. W. 184.67 feet.

Thence N. 89 deg. 48 min. 57 sec. E. 202.63 feet to the point of beginning.

Deed of Trust/Lien: That certain Correction Deed of Trust dated March 28, 2018, by and between Debtor/Owner, as Grantor; Lien Holder, as Beneficiary; and Rhett Warren, as Trustee, to secure all payment and other obligations listed therein and contained in that certain Note of same date, in the principal amount of \$300,000. Document # 2021-00003705, Volume 2380, Page 296, Official Public Records, Palo Pinto County, Texas; that certain Promissory Note dated March 28, 2018, by and between Debtor/Owner, Mingus Pizza, LLC, and Lien Holder to secure all payment and other obligations listed therein and contained in that certain Note referenced above ("Promissory Note"); that certain Security Agreement dated March 28, 2018, with debtor Mingus Pizza, LLC and secured party Jerri Guest.

Indebtedness: The entire outstanding principal balance owed under the above-referenced Note, Deed of Trust, and Security Agreement, plus any additional fees, interest, dues, and attorney's fees incurred.

Trustee: The attorney Rhett Warren, of Warren Fonville, PLLC, 511 E Hubbard St, Suite B, Mineral Wells, Texas 76067.

Date, Time, and Place of Sale:

The sale is scheduled to be held at the following date, time, and place:

Date: November 5, 2024, which is at least 21 days after the date of this notice

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 4:00 p.m.

Place: At the South Courthouse Entrance of the Palo Pinto County Courthouse located at 520 Oak St, Palo Pinto, Palo Pinto County, Texas 76484

Type of Sale: The sale is a nonjudicial lien foreclosure sale being conducted pursuant to that certain Correction Deed of Trust dated March 28, 2018, by and between Debtor/Owner, as Grantor, Lien Holder, as Beneficiary, and Rhett Warren, as Trustee, to secure all payment and other obligations listed therein and contained in that certain Note of same date, in the principal amount of \$300,000. Document # 2021-00003705, Volume 2380, Page 296, Official Public Records, Palo Pinto County, Texas, and that certain Promissory Note dated March 28, 2018, by and between Debtor/Owner, Mingus Pizza, LLC, and Lien Holder to secure all payment and other obligations listed therein and contained in that certain Note referenced above (“Management Agreement”); and that certain Security Agreement dated March, 2018, with debtor Mingus Pizza, LLC and secured party Jerri Guest.

Terms of Sale: The sale will be conducted as a public auction to the highest bidder for cash, subject to Texas law and the relevant instruments permitting the Lien Holder to have the bid credited to the sales price up to the amount of the unpaid debt secured by its lien against the Property 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. 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

THIS INSTRUMENT APPOINTS THE 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.

SIGNED on this the 8th day of October, 2024.

Jerri Guest:



By: Rhett Warren, Trustee

COPY

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.

DATE: October 3, 2024

SECURITY INSTRUMENT: Deed of Trust
Date: July 11, 2022
Grantor: Austin W. Lane and wife, Michelle C. Lane
Beneficiary: Amarillo National Bank
Trustee: W. Wade Porter
Substitute Trustee: Rhett Warren
Recorded: Clerk's File No. 2022-00005127 in the Official Public Records of Palo Pinto County, Texas

PROPERTY: Of a 4.417 acres tract of land out of the W.D.C. Hall Survey, Abstract No. 218, Palo Pinto County, Texas, being a part of a certain 71.637 acres tract described in Volume 2420, Page 838 of the Official Public Records of Palo Pinto County, Texas, and being further described by metes and bounds as follows:

FILED At 10:41 O'Clock A.M.

OCT - 9 2024

Opalita V. Green Clerk of the County Court Palo Pinto County, Texas
By: Karlee Hall Deputy

Beginning at a found 3/8" iron rod in the south right of way line of F.M. Highway No. 2201 and at the most northerly northwest corner of said 71.637 acres tract for the most northerly northwest and beginning corner of this tract. Whence the northeast corner of said W.D.C. Hall Survey is called to bear N. 89 deg. 52 min. 49 sec. E. 149.95 and S. 89 deg. 45 min. 08 sec. E. 1991.67 feet.

Thence N. 89 deg. 52 min. 49 sec. E. 35.00 feet along the south right of way line of said F.M. Highway No. 2201 to a set 1/2" iron rod with cap (PRICE SURVEYING) in a north line of said 71.637 acres tract for the northeast corner of this tract.

Thence S. 00 deg. 47 min. 10 sec. E. 1871.94 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) for the southeast corner of this tract.

Thence West 347 .57 feet to a set 1/2" iron rod with cap (PRICE SURVEYING) in a west line of said 71.637 acres tract for the southwest corner of this tract.

Thence N. 00 deg. 05 min. 48 sec. W. 407.14 feet to a found "X" on a rock for the most westerly northwest corner of this and said 71.637 acres tract.

Thence N. 89 deg. 13 min. 40 sec. E. 307.63 feet to a found 3/8" iron rod for an ell corner of this and said 71.637 acres tract.

Thence N. 00 deg. 47 min. 10 sec. W. 1460.55 feet to a found 3/8" iron rod in the south right of way line of said F.M. Highway No. 2201 to the place of beginning, which has the address of 2214 FM 2201, Santo, TX 76472.

SUBJECT TO all valid existing building and use restrictions, easements and rights-of-way of record, visible or apparent, if any, and valid reservations of oil, gas and other mineral interests, if any, and 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 Security Instrument.

DATE OF SALE: November 5, 2024

EARLIEST TIME SALE WILL BEGIN: 10:00 a.m. or within three hours after that time.

PLACE OF SALE: At the South Courthouse Entrance of the Palo Pinto County Courthouse located at 520 Oak Street, Palo Pinto, Palo Pinto County, Texas, 76484.

Because of default in performance of the obligations of the Security Instrument, Substitute Trustee will sell the property described in the Security Instrument by public auction to the highest bidder for cash at the place and date specified to satisfy the debt secured by the Security Instrument.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Grantor, the Beneficiary, the Substitute Trustee, or the Beneficiary's attorney.



RHETT WARREN, Substitute Trustee
C/O SELL GRIFFIN McLAIN PC
4801 Lexington Square
Amarillo, TX 79119-6572
(806) 374-3765