

NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF 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. Sender is: Codilis & Moody, P.C., 20405 State Highway 249, Suite 170, Houston, TX 77070

INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION

Deed of Trust dated January 22, 2021 and recorded under Vol. 2358, Page 573, or Clerk's File No. 2021-00000842, in the real property records of PALO PINTO County Texas, with Anastasia Mukamusoni, a married woman and Jesse Brian Muhire, a single man as Grantor(s) and Security Service Federal Credit Union as Original Mortgagee.

Deed of Trust executed by Anastasia Mukamusoni, a married woman and Jesse Brian Muhire, a single man securing payment of the indebtedness in the original principal amount of \$77,300.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by Anastasia Mukamusoni. Security Service Federal Credit Union is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

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 above referenced loan. Cenlar FSB is acting as the Mortgage Servicer for the Mortgagee. Cenlar FSB, is representing the Mortgagee, whose address is: 1000 Technology Drive, O'Fallon, MO 63368.

Legal Description:

BEING THE SURFACE ONLY OF LOT 23R, BRAZOS MOUNTAIN RANCH, PHASE I, A SUBDIVISION IN PALO PINTO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 11, PAGE 134, SLIDE 1133, OF THE PLAT RECORDS OF PALO PINTO COUNTY, TEXAS FILED AUG 12 2024 10:00 Clock P.M.

SALE INFORMATION

Date of Sale: 10/01/2024

Earliest Time Sale Will Begin: 1:00 PM

Location of Sale: The place of the sale shall be: PALO PINTO County Courthouse, City of Palo Pinto, Texas, at the following location: On the exterior steps at the entrance to the door of the Palo Pinto County Courthouse, which opens and faces to the south, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court. *[Signature]* Clerk of the County Court, Palo Pinto County, Texas

TERMS OF SALE

A default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. 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.



The sale will begin at the earliest time stated above, or within three (3) hours after that time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

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.


WHEREAS, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I **HEREBY APPOINT AND DESIGNATE** Angela Cooper, Guy Wiggs, Brenda Wiggs, Donna Stockman, David Stockman, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Jeff Benton, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or ASAP, as Substitute Trustee.

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is:
Codilis & Moody, P.C.
20405 State Highway 249, Suite 170
Houston, TX 77070
(281) 925-5200

Executed on August 7, 2024.

/s/ Juanita Deaver SBOT No. 24126385, Attorney at Law
Codilis & Moody, P.C.
20405 State Highway 249, Suite 170
Houston, TX 77070
(281) 925-5200

Posted and filed by:



Printed Name: Donna Stockman

C&M No. 44-24-02047

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#: 24-31488

FILED
At 2:55 O'Clock P M
AUG - 1 2024
Janette K. Green
Clerk of the County Court
Palo Pinto County, Texas
By Van [Signature] Deputy

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on 2/21/2019, Dallas Cupp joined herein pro forma by his wife Sharee Cupp, 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 \$319,097.00, 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 2/28/2019 as Volume 2019-00000848, 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;

See attached exhibit "A" attached hereto and made a part hereof

Commonly known as: 4351 FM 1195 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, Brandy Bacon, Brenda Wiggs, David Stockman, Donna Stockman, Guy Wiggs, Jamie Dworsky, Janet Pinder, Michelle Schwartz, 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 **Barclays Mortgage Loan Trust 2021-NQM1**, 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 **10/1/2024 at 1:00 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 the Courthouse which opens and faces to the South**

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.

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.



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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.

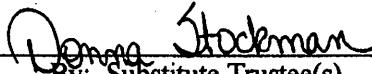
THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

WITNESS, my hand this 7/31/2024

WITNESS, my hand this AUG 01 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, Brandy Bacon, Brenda Wiggs,
David Stockman, Donna Stockman, Guy Wiggs,
Jamie Dworsky, Janet Pinder, Michelle Schwartz
C/O Carrington Foreclosure Services, LLC
1600 South Douglass Road, Suite 140
Anaheim, CA 92806

Escrow File No.: wp190016

EXHIBIT "A"

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT ONE:

BEING a called 2.126 acre tract of land, more or less, out of the T & P.R.R. Co. Survey, Section No. 7, Block "A", East of the Brazos River, Abstract No. 871, Palo Pinto county, Texas; being out of a certain 14.7 acre tract of land describe in Volume 778, Page 467, of the Deed Records of Palo Pinto County, Texas; and being all that certain 2.00 acre tract of land as described in Volume 688, page 288, of the Deed Records of Palo Pinto County, Texas, and being further described by metes and bounds as follows:

BEGINNING at a set 1/2 inch iron rod in the East right of way of FM Highway No. 1195, at the Northwest corner of said 2.00 acres tract, same being the most Westerly Southwest corner of said 14.7 acre tract, for the Northwest and beginning corner of this tract. Whence the Southwest corner of said Section No. 7 is called to bear South 1197.96 feet and West 60.11 feet.

THENCE East, passing a 3/8 inch iron rod found at 376.70 feet, a total distance of 402.90 feet to a set 1/2 inch iro rod for the Northeast corner of this tract.

THENCE South 00 ° 32' 33" west 230.59 feet along a fence to a four inch steel fence corner post for the Southeast corner of this tract;

THENCE West 400.39 feet along a fence to a 1/2 inch iron rod found in the East right of way of said FM Highway No. 1195, for the Southwest corner of this tract;

THENCE North 00 ° 04' 55" West 230.58 feet along the said East right of way of said FM Highway No. 1195, to the Place of Beginning, and containing 2.126 acres of land, more or less, according to Plat of Survey, Improvements and Field Notes dated August 6, 2003, Improvements dated December 9, 2003, prepared by Patrick Carter Registered Professional Land Surveyor No. 5691, of Carter Surveying and Mapping.

TRACT TWO:

BEING a called 5.762 acres tract of land, more or less, out of the T & P.R.R. Co. Survey, Section No. 7, Block "A", East of the Brazos River, Abstract No. 871, Palo Pinto County, Texas; being out of a certain 14.7 acres tract of land as described in Volume 778, page 467, of the Deed Records of Palo Pinto County, Texas and being further described by metes and bounds as follows:

BEGINNING at a found 3/8 inch iron rod at the Southeast corner of said 14.7 acres tract, for the Southeast and beginning corner of this tract. Whence the Southwest corner of said Section No. 7 is called to bear West 1183.64 feet North 00°04'55" West 230.58 feet; South 1197.96 feet and West 60.11 feet;

THENCE West 783.26 feet along the South line of said 14.7 acres tract to a four inch steel fence corner, for the Southwest corner of this tract;

THENCE North 00° 32' 33" East 230.59 feet to a set 1/2 inch iron rod;

THENCE North 01 ° 12' 47" East 91.45 feet to a set 1/2 inch iron rod for the Northwest corner of this tract;

THENCE East 774.81 feet to a set 1/2 inch iron rod in the East line of said 14.7 acres tract for the Northeast corner of this tract;

THENCE South 00° 46' 12" East 322.04 feet to the Place of Beginning and containing 5.762 acres tract of land more or less, according to Plat of Survey, Improvements and Field Notes, dated August 6, 2003, prepared by Patrick Carter, Registered Professional Land Surveyor No. 5691, of Carter Surveying and Mapping.

Unofficial

FILED

At 10:35 O'Clock A.M

24-02182
1715 NW 4TH AVE, MINERAL WELLS, TX 76067

JUL 15 2024

**NOTICE OF FORECLOSURE SALE AND
APPOINTMENT OF SUBSTITUTE TRUSTEE**

Janette K. Allen
Clerk of the County Court
Palo Pinto County, Texas
By *J. Hunter* Deputy

Property: The Property to be sold is described as follows:

BEING A TRACT OF LAND OUT OF THE NORTHEAST PART OF BLOCK 29, SLAUGHTER AND BARBER NORTH ADDITION TO THE CITY OF MINERAL WELLS, PALO PINTO COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 1, PAGE 88 OF THE PLAT RECORDS OF PALO PINTO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 1/2 INCH IRON ROD SET AT THE NORTHEAST CORNER OF SAID BLOCK 29 FOR THE NORTHEAST CORNER OF THIS TRACT; THENCE SOUTH, ALONG AND WITH THE EAST LINE OF BLOCK 29 AND THE WEST LINE OF NORTHWEST FOURTH AVENUE, A DISTANCE OF 100.00 FEET TO A 3/8 INCH IRON ROD, FOUND IN PLACE, FOR THE SOUTHEAST CORNER OF THIS TRACT; THENCE WEST, A DISTANCE OF 160.00 FEET, TO A 1/2 INCH IRON ROD SET FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE NORTH, A DISTANCE OF 100.00 FEET, TO A 1/2 INCH IRON ROD SET IN THE NORTH LINE OF SAID BLOCK 29, SAME BEING THE SOUTH LINE OF NORTHWEST SEVENTEENTH STREET, FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE EAST, ALONG AND WITH SAID NORTH LINE OF BLOCK 29 AND THE SOUTH LINE OF NORTHWEST SEVENTEENTH STREET, A DISTANCE OF 160.00 FEET TO THE PLACE OF BEGINNING.

Security Instrument: Deed of Trust dated July 26, 2021 and recorded on August 2, 2021 at Instrument Number 2021-00005330 in the real property records of PALO PINTO County, Texas, which contains a power of sale.

Sale Information: October 1, 2024, at 1:00 PM, or not later than three hours thereafter, 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 Commissioners Court.

Terms of Sale: Public auction to highest bidder for cash. In accordance with Texas Property Code section 51.009, the Property will be sold as is, without any expressed or implied warranties, except as to warranties of title, and will be acquired by the purchaser at its own risk. In accordance with Texas Property Code section 51.0075, the substitute trustee reserves the right to set additional, reasonable conditions for conducting the sale and will announce the conditions before bidding is opened for the first sale of the day held by the substitute trustee.

Obligation Secured: The Deed of Trust executed by ISAAC BRAZEAL secures the repayment of a Note dated July 26, 2021 in the amount of \$181,649.00. LAKEVIEW LOAN SERVICING, LLC, whose address is c/o LoanCare, LLC, 3637 Sentara Way, Virginia Beach, VA 23452, is the current mortgagee of the Deed of Trust and Note and LoanCare, LLC is the current mortgage servicer for the mortgagee. Pursuant to a servicing agreement and Texas Property Code section 51.0025, the mortgagee authorizes the mortgage servicer to administer the foreclosure on its behalf.



4821016

Substitute Trustee: In accordance with Texas Property Code section 51.0076 and the Security Instrument referenced above, mortgagee and mortgage servicer's attorney appoint the substitute trustees listed below.

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.

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.

Nicki Company

De Cubas & Lewis, P.C.
Nicki Company , Attorney at Law
PO Box 5026
Fort Lauderdale, FL 33310

Donna Stockman

Substitute Trustee(s): Ramiro Cuevas, Aurora Campos, Jonathan Harrison, Shawn Schiller, Patrick Zwiers, Darla Boettcher, Irene Lindsay, Dana Kamin, Lisa Bruno, Angie Uselton, Jami Hutton, Tonya Washington, Monica Henderson, Angela Lewis, Angela Cooper, Terry Waters, Logan Thomas, Guy Wiggs, Denise Boerner, Brenda Wiggs, Donna Stockman, David Stockman, Tim Lewis, Michelle Schwartz, Kathy Arrington, and Janet Pinder, Tionna Hadnot, Janet Pinder, Brandy Bacon, Jamie Dworsky, Stockman Foreclosure Services Inc and Xome employees included but not limited to those listed herein.

c/o De Cubas & Lewis, P.C.
PO Box 5026
Fort Lauderdale, FL 33310

Certificate of Posting

I, Donna Stockman, declare under penalty of perjury that on the 15th day of July, 2024, I filed and posted this Notice of Foreclosure Sale in accordance with the requirements of PALO PINTO County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).

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.

FILED
At 2:36 O'Clock P.M.

NOTICE OF FORECLOSURE SALE
BY TRUSTEE

SEP - 5 2024

Lien Holder: Jerri Guest

Debtor/Owner: Mingus Pizza, LLC

Donnette K. Green
Clerk of the County Court
Palo Pinto County, Texas
By *[Signature]* 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: October 1, 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 5th day of September, 2024.

Jerri Guest:


By: Rhett Warren, Trustee

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOTICE SUBSTITUTE TRUSTEE'S SALE

DATE: September 6, 2024

SUBSTITUTE TRUSTEE: Alfred G. Allen, III
Attorney at Law
Turner, Allen & Brown, PLLC
P. O. Drawer 930
455 Elm Street, Suite 100
Graham, Texas 76450

MORTGAGEE: Merle Singleton
8902 Highway 254
Graford, Texas 76449

NOTE: Real Estate Lien Note dated January 15, 2019, executed by Rafael Lopez Becerra and Janet Lopez-Estrella to Joe Ray Singleton and Merle Singleton, in the original principal amount of \$83,000.00.

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

DEED OF TRUST:

Date: January 15, 2019
Grantor: Rafael Lopez Becerra and Janet Lopez-Estrella
Mortgagee: Joe Ray Singleton and Merle Singleton
Recording Information: Document No. 2019-00000203, Official Public Records, Palo Pinto County, Texas

PROPERTY:

BEING the SURFACE ONLY of a 13.856 acre tract of land out of T. E. & L. Co. Survey No. 1702, Abstract No. 477, and T. E. & L. Co. Survey No. 1703, Abstract No. 478, all in Palo Pinto County, Texas; and being part of a 275.986 acre tract and

FILED
At 3:25 O'Clock P M.

SEP - 6 2024

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

part of a 1.42 acre tract, both described in Volume 1392, Page 828 of the Official Public Records of Palo Pinto County, Texas; and being further described by metes and bounds as follows:

BEGINNING at a found spike in the east part of South Main Street and the west line of said 275.986 acres for the southwest and beginning corner of this tract, whence the southwest corner of said 275.986 acres bears South 00 deg. 19 min. 27 sec. East 1179.51 feet and the southwest corner of said Block 3, Railroad Addition to the Town of Graford bears South 00 deg. 19 min. 17 sec. East 1179.51 feet and North 00 deg. 35 min. 31 sec. West 3170.47 feet;

THENCE North 00 deg. 19 min. 27 sec. West 286.01 feet to a set 1/2 inch iron rod in the northeast line of said Street for a corner of this tract;

THENCE North 46 deg. 25 min. 37 sec. West 165.39 feet to a set spike for a corner of this tract;

THENCE East at 33.23 feet pass a set 1/2 inch iron rod in the east line of said Street and at 119.18 feet pass a set spike in the east line of said 1.42 acre tract and in all 1612.21 feet to a set 1/2 inch iron rod for the northeast corner of this tract;

THENCE South 400.00 feet to a 4 inch steel post for the southeast corner of this tract;

THENCE West at 1477.35 feet pass a found spike in the east line of said Street and in all 1490.77 feet to the PLACE OF BEGINNING.

COUNTY: Palo Pinto County, Texas

DATE OF SALE (first Tuesday of month): October 1, 2024, which is at least 21 days after the date of this notice.

TIME OF SALE: 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.

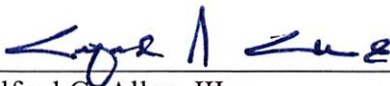
PLACE OF SALE: On the exterior steps at the entrance to the door of the Palo Pinto County Courthouse, located at 520 Oak Street, Palo Pinto, Palo Pinto County, Texas 76484, which door opens and faces to the south, or if the preceding area is no longer the designated area, at the area most recently designated by the Commissioner's Court.

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.

Mortgagee has appointed Alfred G. Allen, III, as the Substitute Trustee under the Deed of Trust. Mortgagee has requested the Substitute Trustee to offer the Property for sale toward the satisfaction of the Note.

Notice is given that on the Date of Sale, Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "AS IS," pursuant to Section 51.009 of the Texas Property Code, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of Trust, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property. 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.



Alfred G. Allen, III
Substitute Trustee

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOTICE SUBSTITUTE TRUSTEE'S SALE

FILED
At 3:23 O'Clock P.M.

DATE: September 6, 2024

SUBSTITUTE TRUSTEE: Alfred G. Allen, III
Attorney at Law
Turner, Allen & Brown, PLLC
P. O. Drawer 930
455 Elm Street, Suite 100
Graham, Texas 76450

SEP - 6 2024

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

MORTGAGEE: Merle Singleton
8902 Highway 254
Graford, Texas 76449

NOTE: Real Estate Lien Note dated June 15, 2018, executed by Rafael Lopez Becerra and Janet Lopez-Estrella to Joe Ray Singleton and Merle Singleton, in the original principal amount of \$104,000.00.

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

DEED OF TRUST:

Date: June 15, 2018
Grantor: Rafael Lopez Becerra and Janet Lopez-Estrella
Mortgagee: Joe Ray Singleton and Merle Singleton
Recording Information: Document No. 2018-00003161, Official Public Records, Palo Pinto County, Texas

PROPERTY:

BEING the SURFACE ONLY of a 40.00 acre tract of land out of the T. E. & L. Co. Survey No. 1702, Abstract No. 477, Palo Pinto County, Texas, and being out of a certain 275.986 acre tract of land described in Volume 1392, Page 828 of the Official

Public Records of Palo Pinto County, Texas, and being further described by metes and bounds as follows:

BEGINNING at a set spike in South Main Street (paved) and at the southwest corner of said 275.986 acre tract for the southwest and beginning corner of this tract, whence the southwest corner of said Block 3, Railroad Addition to the City of Graford, bears North 00 deg. 35 min. 31 sec. West 3170.47 feet;

THENCE North 00 deg. 19 min. 27 sec. West 1179.51 feet along said Street and with the west line of said 275.986 acre tract to a set spike for the northwest corner of this tract;

THENCE East at 13.42 feet pass a set spike in the east line of said Street and in all 1490.77 feet to a set 3/8 inch iron rod for the northeast corner of this tract;

THENCE South at 1146.17 feet pass a set spike in the north line of said Bouden Street (gravel) and in all 1163.30 feet to a set spike in the south line of said 275.896 acre tract for the southeast corner of this tract;

THENCE South 89 deg. 22 min. 30 sec. West 1484.18 feet to the PLACE OF BEGINNING.

COUNTY: Palo Pinto County, Texas

DATE OF SALE (first Tuesday of month): October 1, 2024, which is at least 21 days after the date of this notice.

TIME OF SALE: 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 OF SALE: On the exterior steps at the entrance to the door of the Palo Pinto County Courthouse, located at 520 Oak Street, Palo Pinto, Palo Pinto County, Texas 76484, which door opens and faces to the south, or if the preceding area is no longer the designated area, at the area most recently designated by the Commissioner's Court.

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Alfred G. Allen, III
Substitute Trustee