

FILED at 1:49 PM
Reagan County

FEB 11 2025

Tammy Hodge
County and District Clerk
By: [Signature] Dep

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

DATE: February 11, 2025

SUBSTITUTE TRUSTEES: Sherri Balentine Tipton and/or Samantha A. Jordan and/or Valera A. Corbin, whose address is 4745 Briarcliff Trail, San Angelo, Texas 76904

LENDER: Texas State Bank, San Angelo, Texas

NOTE: Real Estate Lien Note ("Note") dated February 23, 2021, in the original principal amount of \$112,000.00 executed by Velez Holdings, LLC, a Texas limited liability company ("Borrower") and payable to the order of Lender and all other indebtedness of Borrower to Lender

DEED OF TRUST – SECURITY AGREEMENT – FINANCING STATEMENT:

Dated: February 23, 2021

Mortgagor: Velez Holdings, LLC, a Texas limited liability company

Trustee: CASEY W. BARRETT

Lender: TEXAS STATE BANK, SAN ANGELO, TEXAS

Recorded In: Volume 403, Page 213, Official Public Records of Reagan County, Texas

Legal Description: All of Lot Three (3), Block F, BIG LAKE INDUSTRIAL PARK of the City of Big Lake, Reagan County, Texas, according to the map or plat thereof recorded in Volume 3, Page 3, Plat Records of Reagan County, Texas.

Guarantors: The Note and all other indebtedness of Borrower to Lender is guaranteed by four Guarantys all dated February 23, 2021, and executed by Gilbert D. Velez, III, Guy E. Velez, Lanze E. Velez, and Juan Maximo Velez

FORECLOSURE SALE:

Date: March 4, 2025

Time: The sale of the Property will be held between the hours of 10:00 a.m. and 4:00 p.m. local time. The earliest time at which the Foreclosure Sale will begin is 10:00 a.m. and not later than three hours thereafter.

Place: The vestibule just inside the South doors of the Reagan County Courthouse located at 300 North Plaza Avenue, Big Lake, Texas, or as designated by the county commissioner's office or in the area designed by the commissioner's court, pursuant to §51.002 of the Texas Property Code.

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

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any given personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and §9.604(a) of the Texas Business and Commerce Code.

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

If Lender passes the Foreclosure Sale, notice of the day of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by lender. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to §51.009 of the Texas Property Code, the Property will be sold "AS IS," **without any express or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust.** Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to §51.0075(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

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



Samantha A. Jordan, Attorney for Lender