

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

T.S. #: 2023-04691

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

Date: **4/1/2025**
Time: **The earliest time the sale will begin is 1:00 PM**, or within three (3) hours after that time.
Place: Burnet County Courthouse, Texas, at the following location: 220 South Pierce St Burnet, TX 78611 THE AREA OUTSIDE THE COUNTY CLERK'S OFFICE, 220 SOUTH PIERCE ST., BURNET, TX ON THE EAST SIDE OF THE COURTHOUSE Or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioners Court, pursuant to section 51.002 of the Texas Property Code.

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

SEE ATTACHED EXHIBIT 'A'

Commonly known as: 1207 CEDAR DRIVE MARBLE FALLS, TEXAS 78654

Instrument to be Foreclosed – The instrument to be foreclosed is the Deed of Trust dated **2/3/2021** and recorded in the office of the County Clerk of Burnet County, Texas, recorded on **2/16/2021** under County Clerk's File No **202102359**, in Book -- and Page -- of the Real Property Records of Burnet County, Texas.

Grantor(s):	ARTHUR L. GANUNG JR AND BETTY A. GANUNG, HUSBAND AND WIFE.
Original Trustee:	CHRIS PEIRSON
Substitute Trustee:	Nestor Solutions, LLC, Auction.com, Michelle Jones, Angela Zavala, Richard Zavala JR., Sharlet Watts, Jim Mills, Susan Mills, Andrew Mills-Middlebrook, George Hawthorne, Ed Henderson, Kyle Walker, Jeff Benton
Original Mortgagee:	Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for CLEARPATH LENDING, its successors and assigns
Current Mortgagee:	Freedom Mortgage Corporation
Mortgage Servicer:	Freedom Mortgage Corporation

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 referenced property securing the above referenced loan.

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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 mortgagee 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.

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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property. Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

Obligations Secured - The deed of trust provides that it secures 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 of \$268,053.00, executed by ARTHUR L. GANUNG JR AND BETTY A. GANUNG, HUSBAND AND WIFE., and payable to the order of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for CLEARPATH LENDING, its successors and assigns; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of Trustor(s) to the current holder of the Obligations to the mortgagee under the deed of trust.

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Questions concerning the sale may be directed to the undersigned or to the Mortgagee:

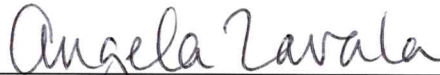
Freedom Mortgage Corporation
11988 EXIT 5 PKWY BLDG 4
FISHERS IN 46037-7939
Phone: 855-690-5900

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

Dated: FEB 20 2025

Nestor Solutions, LLC, Auction.com, Michelle Jones, Angela Zavala,
Richard Zavala JR., Sharlet Watts, Jim Mills, Susan Mills, Andrew Mills-
Middlebrook, George Hawthorne, Ed Henderson, Kyle Walker, Jeff Benton



c/o Nestor Solutions, LLC
214 5th Street, Suite 205
Huntington Beach, California 92648
Phone: (888) 403-4115
Fax: (888) 345-5501

For sale information visit: <https://www.xome.com> or Contact (800) 758-8052.

SENDER OF THIS NOTICE:

AFTER FILING, PLEASE RETURN TO:

Nestor Solutions, LLC
214 5th Street, Suite 205
Huntington Beach, California 92648

EXHIBIT " A "

The following described property situated in Burnett County, Texas, to wit:

Lot No. 166 and the West one-Half (W1/2) of Avenue "N" abutting Lot 166 (abandoned per Ordinance No. 81-Q-3D), PECAN VALLEY SECTION A, a subdivision in Burnet County, Texas, as shown on Plat recorded in Volume 2, Page 4, also referenced in Cabinet A, Slide 53C and 53D, Burnet County Plat Records and being more particularly described by metes and bounds as follows:

Field notes to accompany a Title Survey Plat of Lot 166 and the West 1/2 of Avenue "N" abutting Lot 166 (abandoned per Ordinance No. 81-O-3D), PECAN VALLEY SECTION A, a subdivision in Burnet County, Texas, the Plat of which is recorded in recorded in Cabinet 1, Slide 53C-D, of the Burnet County Plat Records, conveyed to Kelly D. Smith recorded in Volume 1195, Page 268 of the Official Public Records of Burnet County, Texas. The basis of bearing for this survey is the Texas Lambert Grid, Central Zone, NAD 83. Distances shown are grid distances. Surface distances can be obtained using a surface adjustment factor of 1,00012. () denotes record information:

BEGINNING at a 1/2 inch steel stake found being the Southwest corner of this Lot 166, in the North right of way line of Cedar Drive as shown on said Pecan Valley, Section A and the Southeast corner of Lot 165 of said Pecan Valley, Section A and being a controlling monument for this Survey.

Thence along the West line of this Lot 166 and the East line of said Lot 165, North 22°03'21" East, 170.77 feet (North 22°05'01" East, 170.77 feet) to a 1/2 inch steel stake found with plastic cap stamped HLS being the Northwest corner hereof, the Northeast corner of said Lot 165 and in the South line of Meadowlakes, Section II recorded in Cabinet 1, Slide 103-A of the Burnet County Plat Records;

Thence along the North line of this Lot 166 and the North line of said West 1/2 of Avenue "N" and the South line of said Meadowlakes Section II, South 80°42'19" East, 98.95 feet (South 80°45'23" East, 98.87 feet) to a 1/2 inch steel stake found with plastic cap stamped R.P.L.S. 1877 being the Northeast corner hereof, the Northeast corner of said West 1/2 of Avenue "N" and the Northwest corner of said East 1/2 of said Avenue "N";

Thence along the East line of the West 1/2 of said Avenue "N" and the West line of the East 1/2 of said Avenue "N" South 21°51'24" West, 171.97 feet (South 21°50'37" West, 171.91 feet) to a 1/2 inch steel stake found with plastic cap stamped R.P.L.S. 1877 being the Southeast corner hereof in the North right of way line of said Cedar Drive and being another controlling monument for this Survey;

Thence along the South line of the West 1/2 of said Avenue "N", the South line of said Lot 166 and the North right of way line of said Cedar Drive North 79°57'16" West, 99.28 feet (North 80°01'39" West, 99.32 feet) to the Place of BEGINNING.