

NOTICE OF FORECLOSURE SALE

POSTED Vicinta Stafford
Burnet County Clerk
By Hilton Warwick at 2:37 pm, Feb 29 2024

April 2, 2024

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.

Deed of Trust (including recording information):

Deed of Trust dated December 31, 2020, executed by Cash Home Investors LLC to Andrea L. Bleau, Trustee, recorded as Instrument No. 202100025, of the Official Public Records of Burnet County, Texas (the "**Deed of Trust**").

Property (including any improvements):

See Exhibit "A".

Note Secured by Deed of Trust:

Promissory note dated December 31, 2020, in the original principal amount of \$300,000, executed by Cash Home Investors LLC, as borrower, and payable to the order of East Lake Buchanan RV Park and Store LLC, as further described in the Deed of Trust (the "**Note**").

Current Beneficiary under Deed of Trust:

Name: East Lake Buchanan RV Park and Store LLC

Mailing address: 9700 N. Interstate 35, Jarrell, Texas 76537

Substitute Trustee:

Name: Michael J. Kuykendall, Maegen E. Fox, Melissa L. Edge

Mailing address: P.O. Box 1479, Marble Falls, Texas 78654

Foreclosure Sale:

Date: Tuesday, April 2, 2024

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: East side of the Burnet County Courthouse (outside the Burnet County Clerk's Office), or in inclement weather, the east hallway inside the Courthouse, outside the doorway to the Burnet County Clerk's office, located at 220 S. Pierce Street, Burnet, Texas 78611.

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 and beneficiary under the Note and Deed of Trust (the "**Beneficiary**") 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.

Beneficiary is the current owner and holder of the Note and the owner of the beneficial interests granted and evidenced by the Deed of Trust. A contingency stated in the Deed of Trust as a condition precedent for the appointment of a Substitute Trustee has occurred. In accordance with the terms of the Deed of Trust and Sections 51.0075 and 51.0076 of the Texas Property Code, Beneficiary hereby appoints **Michael J. Kuykendall, Maegen E. Fox, Melissa L. Edge** as Substitute Trustee under the Deed of Trust, to act under and by virtue 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, Beneficiary requests Substitute Trustee to foreclose the lien of the Deed of Trust against the collateral pledged and to sell the Property in accordance with the terms of the Deed of Trust and applicable law.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of the Beneficiary's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with the Beneficiary's rights and remedies under the Deed of Trust and Section 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.

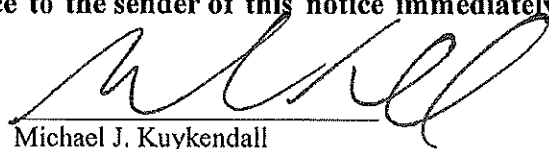
If the Beneficiary passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

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 the Beneficiary. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed 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 Section 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 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 J. Kuykendall
State Bar No. 24092656
Fox Edge Kuykendall, PLLC
P.O. Box 1479
Marble Falls, Texas

ATTORNEY FOR BENEFICIARY

Exhibit "A"

BEING A 0.628 ACRE TRACT, OUT OF THE LEROY SMITH SURVEY NO. 408, ABSTRACT 835, BURNET COUNTY, TEXAS, FURTHER BEING THE SAME TRACT AS A CALLED 0.629 ACRE TRACT OF LAND AS DESCRIBED IN DEED TO FRANK SCHIRPIK, RECORDED IN DOC. NO. 201305853 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 0.628 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION AS FOLLOWS:

BEGINNING at a found concrete highway marker along the northeasterly right-of way line of State Highway No. 2341, at the northwesterly corner of a called 4.400 acre tract designated as a Burnet County Park as shown on Volume 87, Page 618 of the Deed Records of Burnet County, at the southwesterly corner of said 0.629 acre tract and hereof;

THENCE North $21^{\circ}16'52''$ West, along the southwesterly line of said 0.629 acre tract, along the northeasterly line of said State Highway No. 2341, as shown on the recorded plat of South Silver Creek Village, Unit 3, a subdivision located in Burnet County, according to the plat recorded in Cabinet 1, Slide 60A, of the Plat Records of Burnet County, and along the southwesterly line hereof, a distance of 190.46' to a $\frac{1}{4}$ " iron pin set at the southwesterly corner of Lot 9 of said subdivision, at the northwest corner of said 0.629 acre tract, and hereof;

THENCE North $59^{\circ}09'55''$ East, along the southeasterly lines of said Lot 9, then Lot 10 of said subdivision, along the northwesterly line of said 0.629 acre tract, and hereof, a distance of 190.55' to a 2" metal fence corner post for corner at the northwesterly corner of Lot 18 of said subdivision, at the northeasterly corner of said 0.629 acre tract, and hereof;

THENCE South $21^{\circ}46'00''$ East, along the southwesterly line of said Lot 18, the easterly line of said 0.629 acre tract, and hereof, a distance of 99.73' to a $\frac{1}{4}$ " iron pin set at the southwesterly corner of Lot 18, the southeasterly corner of said 0.629 acre tract and hereof, along the northerly line of said Park tract;

THENCE South $35^{\circ}45'59''$ West, along the northerly line of said Park Tract, the southeasterly line of said 0.629 acre tract, and hereof, a distance of 224.94' to the **Point of Beginning**, containing 0.628 of an acre, more or less.