

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Wanda Gail Murchison-Bass and Stacy Philip Bass, Her Husband, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0248 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 3, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 12, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated February 20, 2018, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$27,742.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 25764, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1700 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

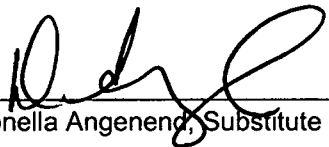
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

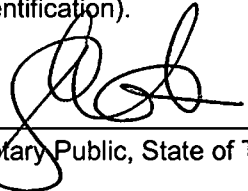
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
Donella Angenend, Substitute Trustee

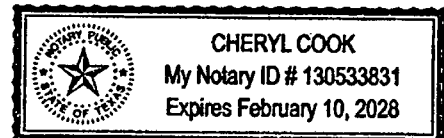
Substitute Trustee's Address:  
1700 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000794*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Brandi Val Beal, A Single Woman and Justin Deon Weatherly, A Single Man, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0097 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 2, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated November 14, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$11,670.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20170 60380, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1701 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

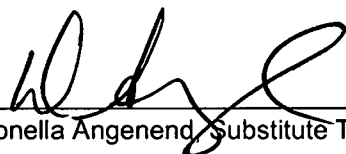
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

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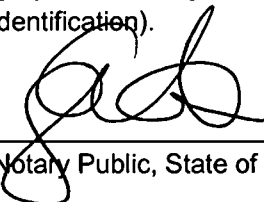
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

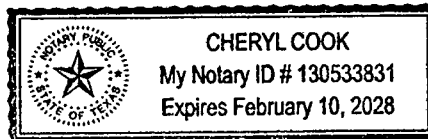
Substitute Trustee's Address:  
1701 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



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The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

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State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**



**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

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**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000795*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, William Lamont Boykin and Cynthia Fannin Boykin, His Wife, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0083 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 2, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated December 17, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$10,686.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20170 54437, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1702 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

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WHEREAS, pursuant to Section 51.0075 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 Trustee;

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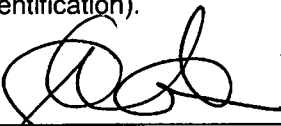
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\_\_\_\_\_  
Donella Angenend, Substitute Trustee

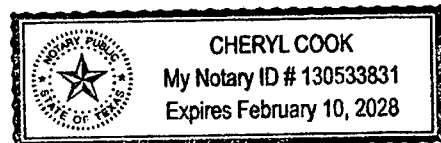
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State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
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Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
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*Dwight D. Sullivan*

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Larry Donniel Brown and Willie Jewel Brown, His Wife, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0049 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 6, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 13, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated August 07, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$12,592.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20170 50568, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1703 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;



WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

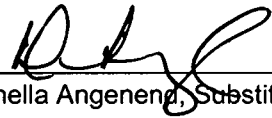
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

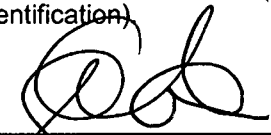
EXECUTED on the 1st day of July, 2024.

  
Donella Angenend, Substitute Trustee

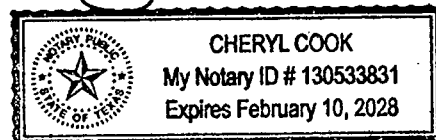
Substitute Trustee's Address:  
1703 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000797*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Ruth Ann Brown, A Single Woman and Susan Stoorza Pearson, A Single Woman, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0052 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 6, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 7, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated September 11, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$16,987.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 5737, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1704 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;


WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

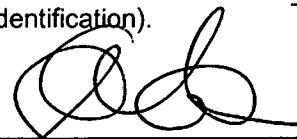
EXECUTED on the 15<sup>th</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

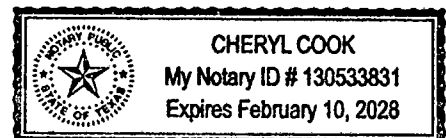
Substitute Trustee's Address:  
1704 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**



**FILED**

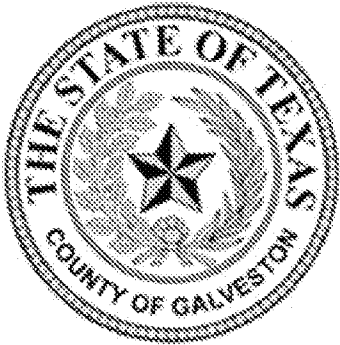
Instrument Number: *FILED2024000798*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Francisco Carballo and Gabriela Carballo, His Wife, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A .9615% undivided interest as tenant-in-common in Unit No. 0007 (the "Unit"), Frequency: Even, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 45, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated July 30, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$7,745.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20170 64876, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend 1706 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

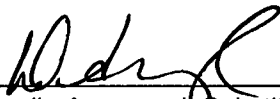
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

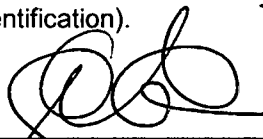
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
Donella Angenend, Substitute Trustee

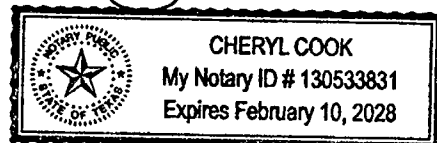
Substitute Trustee's Address:  
1706 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

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- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
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- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

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**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000799*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, John Paul Castillo and Dionne Castillo, His Wife, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0120 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 1, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated October 29, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$10,956.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20170 60110, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend 1707 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

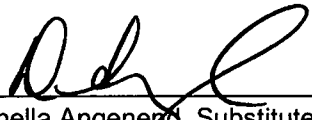
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

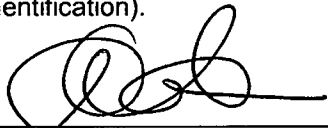
EXECUTED on the 18<sup>th</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

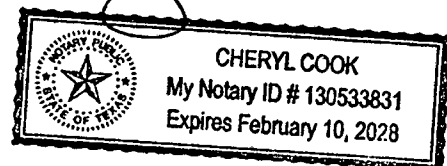
Substitute Trustee's Address:  
1707 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/11/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819





**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000800*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Donald Stanley Coleman and Dorlissa L. Coleman, His Wife, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0117 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 3, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated December 16, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$9,995.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20170 50877, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1708 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;


WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

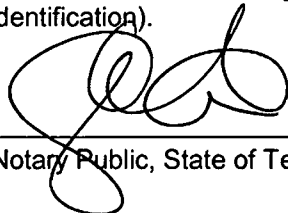
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

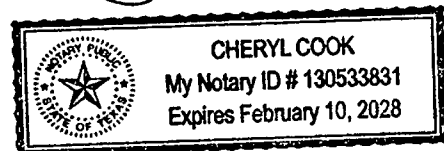
Substitute Trustee's Address:  
1708 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

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- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000801*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*



AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Gordan Dillahunty and Colleen Dillahunty, His Wife, as Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0255 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 3, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 24, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated June 16, 2019, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$18,927.16, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20190 55218, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend 1710 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

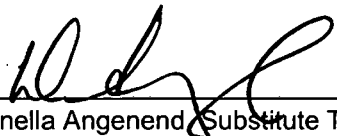
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

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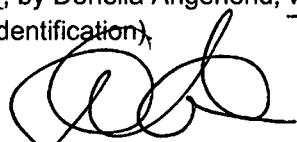
EXECUTED on the 15<sup>th</sup> day of July, 2024.

  
Donella Angenend Substitute Trustee

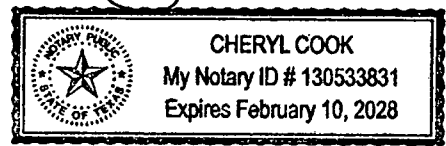
Substitute Trustee's Address:  
1710 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification),

  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

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- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
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- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

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Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

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**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000802*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Cecilia Latham Domino, a/k/a CeCe Domino, A Single Woman (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0089 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 47, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated September 03, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$23,723.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 56331, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1711 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

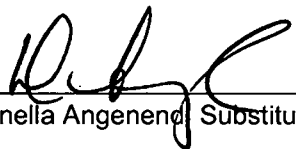
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

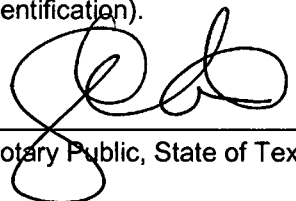
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
Donella Angenend, Substitute Trustee

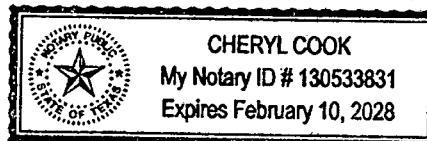
Substitute Trustee's Address:  
1711 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER



**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000803*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Mary Duyka Jones, Independent Executor of The Estate of Stephen Joseph Duyka, a Single Man (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0406 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 9, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 17, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated March 14, 2022, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$37,177.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20220 49333, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1712 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;


WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

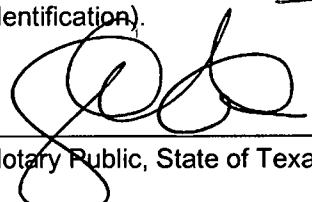
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

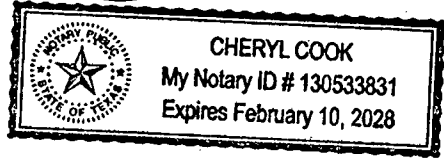
Substitute Trustee's Address:  
1712 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
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- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000804*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Norman Edwards and Lesli Edwards, His Wife (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0098 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 21, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated May 23, 2021, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$12,952.24, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20210 62712, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1713 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;



WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

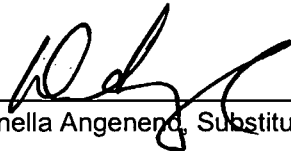
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

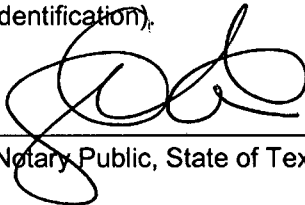
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

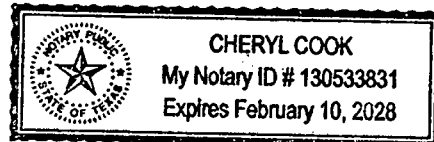
Substitute Trustee's Address:  
1713 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

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- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
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The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

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Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

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**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000805*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tonya Anne Flanigan and Patrick Lee Flanigan, Her Husband, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0094 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 3, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated November 21, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$9,617.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 10909, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1714 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

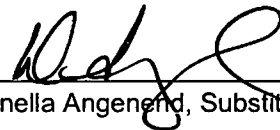
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

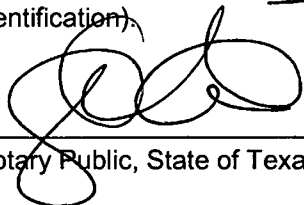
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
Donella Angenend, Substitute Trustee

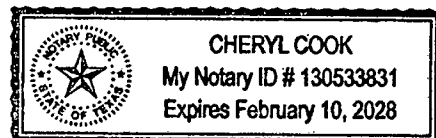
Substitute Trustee's Address:  
1714 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**



**FILED**

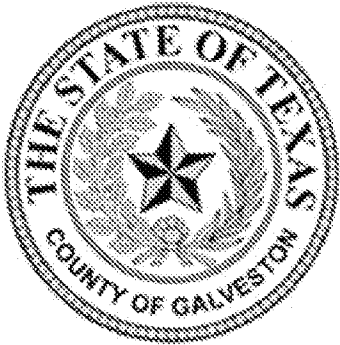
Instrument Number: *FILED2024000806*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Arthur Glover, Jr. and Beverly Wilkinson Glover, His Wife, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0078 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 7, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated November 27, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$18,125.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20170 55559, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1716 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;


WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

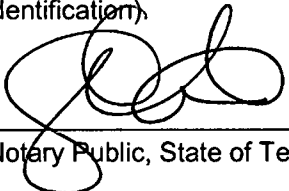
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
Donella Angenend, Substitute Trustee

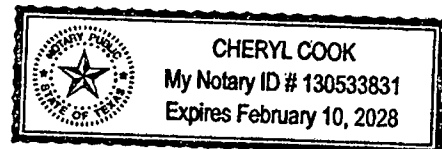
Substitute Trustee's Address:  
1716 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000807*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Angela Renee Goss, a/k/a Angie Goss, A Single Woman (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A .9615% undivided interest as tenant-in-common in Unit No. 0140 (the "Unit"), Frequency: Odd, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 51, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated December 18, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$6,444.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 18372, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1717 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

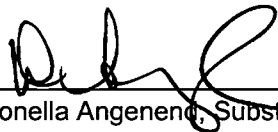
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

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NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

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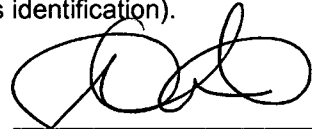
EXECUTED on the 1st day of July, 2024.

  
Donella Angenend, Substitute Trustee

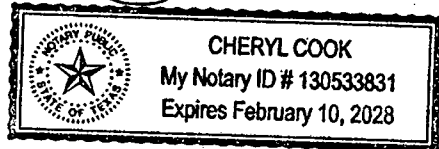
Substitute Trustee's Address:  
1717 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/11/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819





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- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
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- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

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**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000808*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, George Thomas Graham and Vesta T Graham, His Wife and Leslie Rustin, a Single Woman, as Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0155 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 3, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 32, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated October 25, 2018, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$15,096.20, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20190 48542, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1718 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

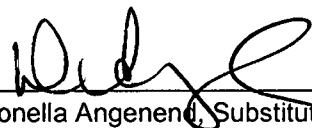
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

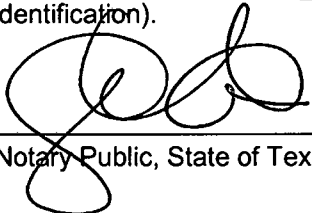
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
Donella Angenend, Substitute Trustee

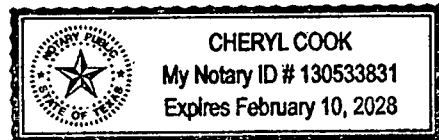
Substitute Trustee's Address:  
1718 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/11/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000809*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*



AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Mark Anthony Gray, A Single Man (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0134 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 48, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated August 22, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$9,062.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 7562, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1720 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;


WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

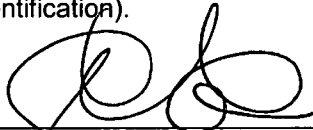
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

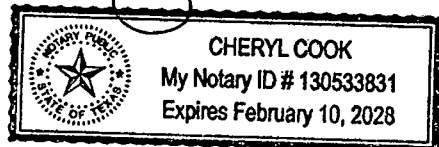
Substitute Trustee's Address:  
1720 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
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- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000810*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Edy A Gutierrez, A Single Man (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A .9615% undivided interest as tenant-in-common in Unit No. 0127 (the "Unit"), Frequency: Even, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 51, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated August 27, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$7,794.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 18728, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1721 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;


WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

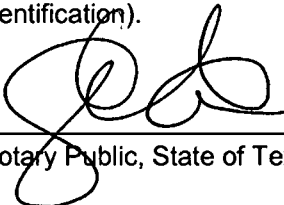
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

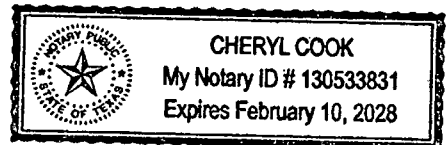
Substitute Trustee's Address:  
1721 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

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OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

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- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
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- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**



**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000811*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Christopher Edward Hodge and Martha Elizabeth Hodge, His Wife, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0050 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 6, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 41, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated November 10, 2017, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$20,332.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 56318, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1722 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;


WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

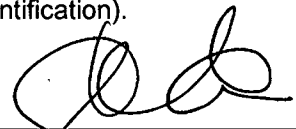
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
Donella Angenend, Substitute Trustee

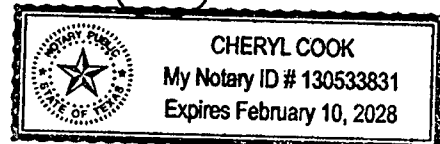
Substitute Trustee's Address:  
1722 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000812*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Joseph Edward Hranicky, Jr. and Brandee Weischwill Hranicky, His Wife, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0070 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 50, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated August 27, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$8,338.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 18424, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1723 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;



WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;


WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

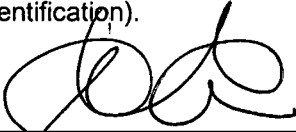
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

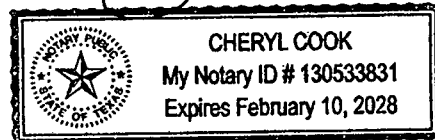
Substitute Trustee's Address:  
1723 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000813*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 12:58PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Heather Lynn Kirk and Matthew Allen Kirk, Her Husband, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0052 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 6, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 5, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated December 19, 2017, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$17,420.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 25662, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1724 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

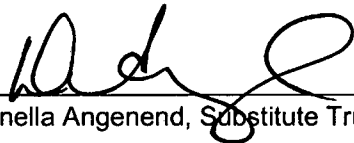
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

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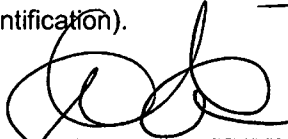
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
Donella Angenend, Substitute Trustee

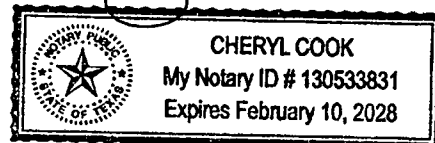
Substitute Trustee's Address:  
1724 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

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- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
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- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

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**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**



**FILED**

Instrument Number: *FILED2024000814*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Gayland Matejka and Stacy Lynn Matejka, His Wife, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0163 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 3, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Presidents Seaside at Silverleaf's Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 11, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated August 11, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$22,747.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 1287, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1725 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

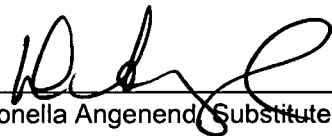
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

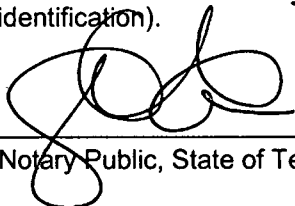
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
Donella Angenend, Substitute Trustee

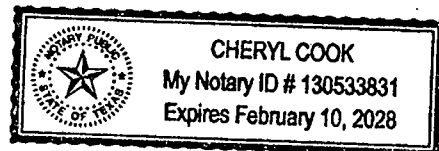
Substitute Trustee's Address:  
1725 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000815*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Jimmie L McCann Jr, Cynthia McCann, Dana McCann and Danielle McCann a/k/a Danielle McCann Hoop (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0249 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 3, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Presidents Seaside at Silverleaf's Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 9, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated November 20, 2017, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$20,333.78, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 69520, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1726 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

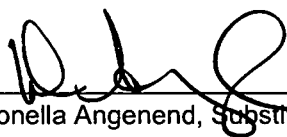
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

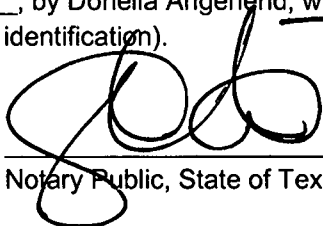
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
Donella Angenend, Substitute Trustee

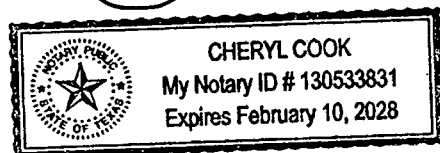
Substitute Trustee's Address:  
1726 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819





**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

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- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
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- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000816*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tammy Lashaun McCollister and Michael Dewayne McCollister, Her Husband, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0245 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 3, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 11, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated October 09, 2017, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$41,056.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 25705, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1728 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

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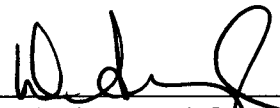
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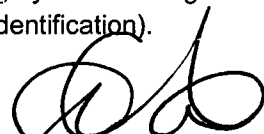
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

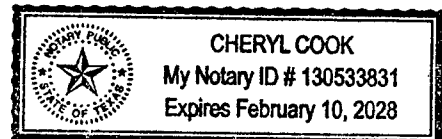
Substitute Trustee's Address:  
1728 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



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**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000817*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*



AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Ruth Robinson Meyer and Bradford Lee Meyer, Her Husband, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0403 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 9, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 35, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated August 01, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$51,121.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20170 50596, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1729 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

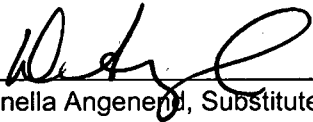
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

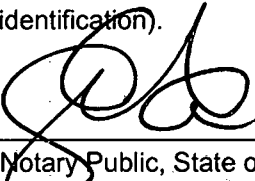
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
Donella Angenend, Substitute Trustee

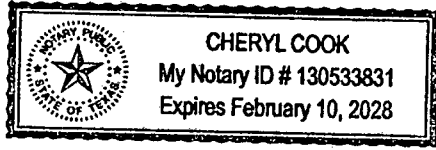
Substitute Trustee's Address:  
1729 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000818*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Jessie Davis Morgan, A Single Man (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A .9615% undivided interest as tenant-in-common in Unit No. 0074 (the "Unit"), Frequency: Odd, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 21, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated August 05, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$15,566.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 10849, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend 1730 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

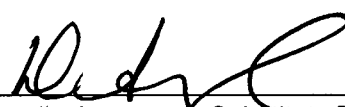
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

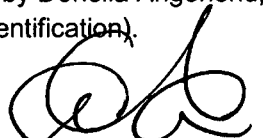
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

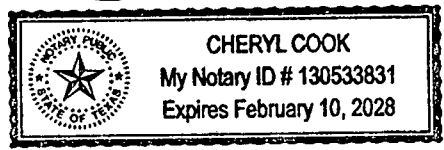
Substitute Trustee's Address:  
1730 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**



**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000819*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, David Morris and Arjustice Morris, His Wife, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0407 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 9, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 12, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated November 26, 2019, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$30,112.25, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20200 21302, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend 1731 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

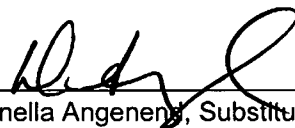
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

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NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

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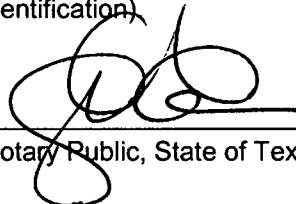
EXECUTED on the 1st day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

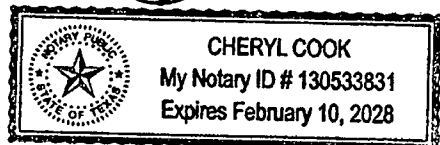
Substitute Trustee's Address:  
1731 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

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The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

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State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000820*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Gloria Jean Nard, A Single Woman (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0050 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 6, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 19, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated August 26, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$23,444.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20170 50787, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1733 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;



WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

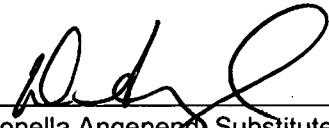
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

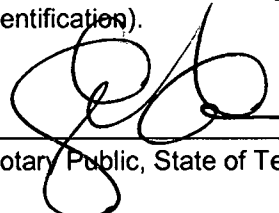
EXECUTED on the 15<sup>th</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

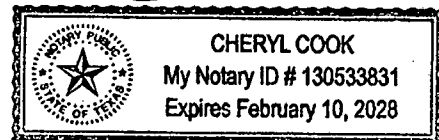
Substitute Trustee's Address:  
1733 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000821*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Kevin F. Neil and Vickie Lynn Neil, His Wife, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0413 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 9, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 12, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated November 12, 2017, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$58,078.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 16777, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1734 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

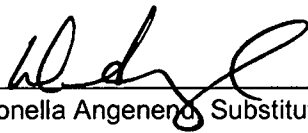
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

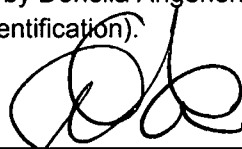
EXECUTED on the 1st day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

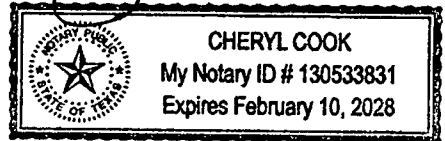
Substitute Trustee's Address:  
1734 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
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- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**



**FILED**

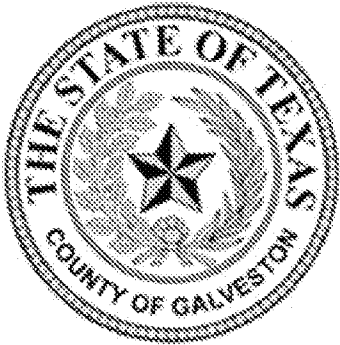
Instrument Number: *FILED2024000822*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Veronica Victoria Ortego, A Single Woman and Alexander Juarez a/k/a Alex Juarez, A Single Man, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0099 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 4, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated November 13, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$12,930.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20170 55643, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1735 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

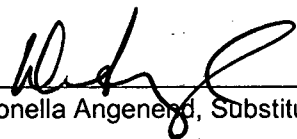
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

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NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

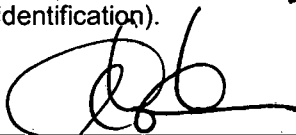
EXECUTED on the 18<sup>th</sup> day of July, 2024.

  
Donella Angenend, Substitute Trustee

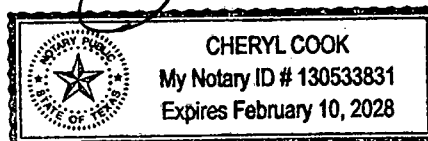
Substitute Trustee's Address:  
1735 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

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- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
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The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

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**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000823*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Karen Standifer Polacheck and David William Polacheck, Her Husband, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0109 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 11, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated November 19, 2017, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$30,312.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 17011, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1737 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

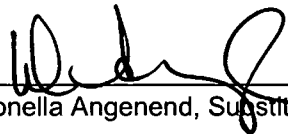
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

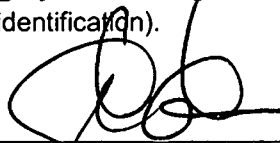
EXECUTED on the 18<sup>th</sup> day of July, 2024.

  
Donella Angenend, Substitute Trustee

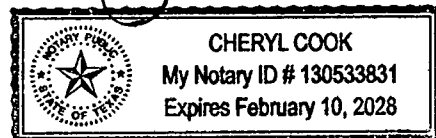
Substitute Trustee's Address:  
1737 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/11/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819





**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000824*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Domingo Rodriguez and Shannon New Rodriguez, His Wife, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0143 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 4, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated August 27, 2016, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$10,503.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 10567, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1738 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

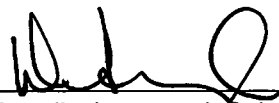
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

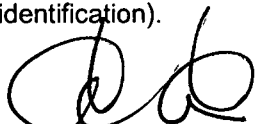
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

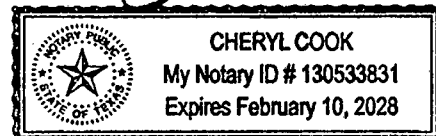
Substitute Trustee's Address:  
1738 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

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- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
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The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000825*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*



AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Aaron Drew Sparrow, A Single Man (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0163 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 3, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 27, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated September 24, 2017, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$34,435.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 16725, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1739 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

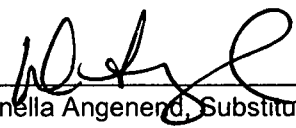
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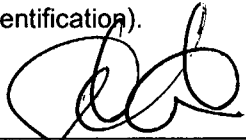
EXECUTED on the 18<sup>th</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

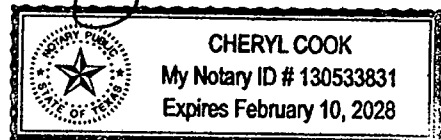
Substitute Trustee's Address:  
1739 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/11/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

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The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

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**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000826*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

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**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Richard Dennis Stearns and Lucretia Hill Stearns, His Wife, Sandra D Horne, a Married Woman and Steven P Stearns, a Married Man As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0413 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 9, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 28, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated October 09, 2017, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$14,879.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 22913, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1740 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

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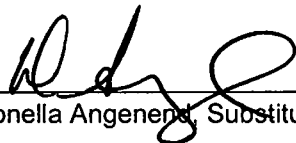
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

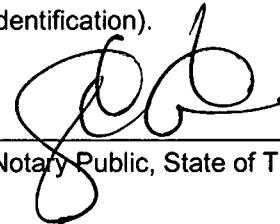
EXECUTED on the 1<sup>st</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

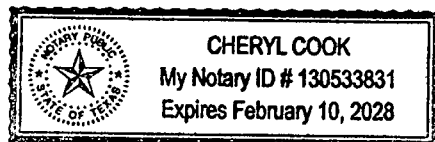
Substitute Trustee's Address:  
1740 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**



**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000827*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Alberta Hubbard Stoneham, A Single Woman (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0174 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 3, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 38, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated January 19, 2018, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$20,083.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 25702, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1741 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

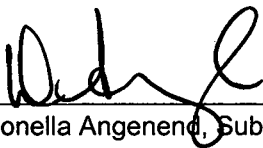
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

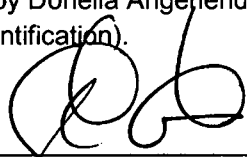
EXECUTED on the 15<sup>th</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

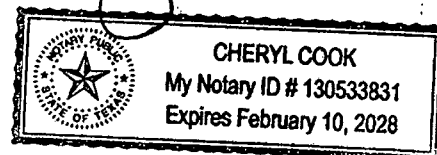
Substitute Trustee's Address:  
1741 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/11/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
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- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000828*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Julia Ann Kristin Suarez, A Single Woman, and Lyn Dell Hamilton, A Single Man, As Joint Tenants with Full Rights of Survivorship (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0155 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 3, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 47, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated September 17, 2017, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$30,479.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 17048, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1742 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;



WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;


WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

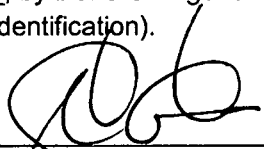
EXECUTED on the 15<sup>th</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend Substitute Trustee

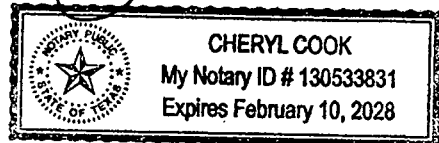
Substitute Trustee's Address:  
1742 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

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- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

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Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. **OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER**

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**

**FILED**

Instrument Number: *FILED2024000829*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



A handwritten signature in black ink that reads "Dwight D. Sullivan". The signature is written in a cursive style and is positioned above a horizontal line.

Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Mark Thompson and Victorine Thompson (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0408 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 9, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 20, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated January 04, 2019, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$44,846.39, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20190 21165, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1743 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;

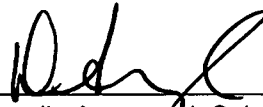
WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

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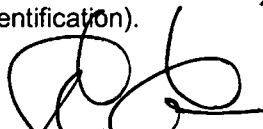
EXECUTED on the 18<sup>th</sup> day of July, 2024.

  
\_\_\_\_\_  
Donella Angenend, Substitute Trustee

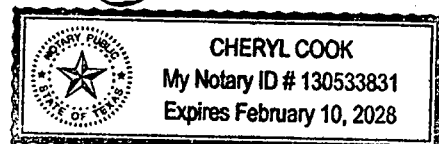
Substitute Trustee's Address:  
1743 Pacific, Suite 2150, Dallas TX 75201

State of Texas  
County of Galveston

This instrument was acknowledged before me on 7/1/24, by Donella Angenend, who is personally known to me (or who has produced \_\_\_\_\_ as identification).

  
\_\_\_\_\_  
Notary Public, State of Texas

Foreclosure Department  
Holiday Inn Club Vacations Incorporated  
9271 South John Young Parkway  
Orlando, Florida 32819



**CONCERNING THE PROPERTY AS DESCRIBED ABOVE:**

**DISCLOSURE NOTICE CONCERNING LEGAL AND ECONOMIC RISKS  
OF PURCHASING COASTAL REAL PROPERTY NEAR A BEACH**

**WARNING: THE FOLLOWING NOTICE OF POTENTIAL RISKS OF ECONOMIC LOSS TO YOU AS THE PURCHASER OF COASTAL REAL PROPERTY IS REQUIRED BY STATE LAW.**

- **READ THIS NOTICE CAREFULLY. DO NOT SIGN THIS CONTRACT UNTIL YOU FULLY UNDERSTAND THE RISKS YOU ARE ASSUMING.**
- **BY PURCHASING THIS PROPERTY, YOU MAY BE ASSUMING ECONOMIC RISKS OVER AND ABOVE THE RISKS INVOLVED IN PURCHASING INLAND REAL PROPERTY.**
- **IF YOU OWN A STRUCTURE LOCATED ON COASTAL REAL PROPERTY NEAR A GULF COAST BEACH, IT MAY COME TO BE LOCATED ON THE PUBLIC BEACH BECAUSE OF COASTAL EROSION AND STORM EVENTS.**
- **AS THE OWNER OF A STRUCTURE LOCATED ON THE PUBLIC BEACH, YOU COULD BE SUED BY THE STATE OF TEXAS AND ORDERED TO REMOVE THE STRUCTURE.**
- **THE COSTS OF REMOVING A STRUCTURE FROM THE PUBLIC BEACH AND ANY OTHER ECONOMIC LOSS INCURRED BECAUSE OF A REMOVAL ORDER WOULD BE SOLELY YOUR RESPONSIBILITY.**

The real property described in this contract is located seaward of the Gulf Intracoastal Waterway to its southernmost point and then seaward of the longitudinal line also known as 97 degrees, 12', 19" which runs southerly to the international boundary from the intersection of the centerline of the Gulf Intracoastal Waterway and the Brownsville Ship Channel. If the property is in close proximity to a beach fronting the Gulf of Mexico, the purchaser is hereby advised that the public has acquired a right of use or easement to or over the area of any public beach by prescription, dedication, or presumption, or has retained a right by virtue of continuous right in the public since time immemorial, as recognized in law and custom.

The extreme seaward boundary of natural vegetation that spreads continuously inland customarily marks the landward boundary of the public easement. If there is no clearly marked natural vegetation line, the landward boundary of the easement is as provided by Sections 61.016 and 61.017, Natural Resources Code.

Much of the Gulf of Mexico coastline is eroding at rates of more than five feet per year. Erosion rates for all Texas Gulf property subject to the open beaches act are available from the Texas General Land Office.

State law prohibits any obstruction, barrier, restraint, or interference with the use of the public easement, including the placement of structures seaward of the landward boundary of the easement. OWNERS OF STRUCTURES ERECTED SEAWARD OF THE VEGETATION LINE (OR OTHER

**APPLICABLE EASEMENT BOUNDARY) OR THAT BECOME SEAWARD OF THE VEGETATION LINE AS A RESULT OF PROCESSES SUCH AS SHORELINE EROSION ARE SUBJECT TO A LAWSUIT BY THE STATE OF TEXAS TO REMOVE THE STRUCTURES.**

**The purchaser is hereby notified that the purchaser should:**

**(1) determine the rate of shoreline erosion in the vicinity of the real property; and**

**(2) seek the advice of an attorney or other qualified person before executing this**

**contract or instrument of conveyance as to the relevance of these statutes and facts to the value of the property the purchaser is hereby purchasing or contracting to purchase.**



**FILED**

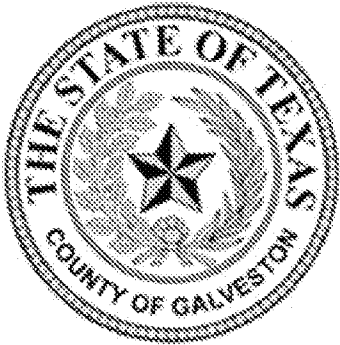
Instrument Number: *FILED2024000830*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/15/2024 1:27PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

AUG 2024 FC

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

State of Texas  
County of Galveston

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Barbara Iris Wolf, A Single Woman (whether one or more, "Borrower") is/are the owner(s) of certain real property more particularly described as follows:

A 1.923% undivided interest as tenant-in-common in Unit No. 0101 (the "Unit"), Annually, Silverleaf's Seaside Resort, Phase 1, a vacation resort in Galveston County, Texas, according to the Declaration of Restrictions, Covenants, and Conditions for Seaside Resort, Galveston County, Texas, dated January 19, 1999, and recorded as Document No. GAC 9902884 of the Official Records of Galveston County, Texas, as supplemented and amended from time to time (the "Declaration"), together with the exclusive right to occupy the Unit during Use Period Number(s) 43, as said Use Period is defined in the Declaration, upon and subject to all of the terms, restrictions, covenants, conditions and provisions in the Declaration (the "Property"); and

WHEREAS, Holiday Inn Club Vacations Incorporated ("Holder") whose address is 9271 South John Young Parkway, Orlando, FL 32819 and is the holder of a lien against the Property pursuant to (1) that certain Deed of Trust (the "Deed of Trust") dated November 05, 2017, executed and delivered by Borrower for the benefit of Wilson Resort Finance, LLC to secure the payment of that certain Promissory Note (the "Note"), dated of even date therewith, in the original principal amount of \$9,823.00, executed by Borrower, and payable to the order of Wilson Resort Finance, LLC the Deed of Trust being recorded under File Number 20180 16748, Deed of Trust Records of Galveston County, Texas, and (2) that certain Assignment of Deed of Trust (the "Assignment") dated May 16, 2024, and duly recorded in the Real Property Records of Galveston County, Texas; and the Deed of Trust and Assignment being incorporated herein by reference for all purposes; and

WHEREAS, the undersigned has been duly appointed Substitute Trustee(s) in the place of the original Trustee upon the contingency and in the manner authorized by the Deed of Trust and the Substitute Trustee is authorized to enforce the Power of Sale, which includes the following person(s):

1. Donella Angenend

1745 Pacific, Suite 2150, Dallas TX 75201

WHEREAS, the indebtedness evidenced by the Note is now wholly due, Borrower has defaulted in the payment thereof, and the owner and holder of the Note has requested that the undersigned sell the Property to satisfy the indebtedness evidenced by the Note;

WHEREAS, all legal requirements to be complied with in order to proceed with the foreclosure of the Deed of Trust have been complied with;

WHEREAS, the Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g. a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any;

WHEREAS, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property;

WHEREAS, pursuant to Section 9.501(d) of the Texas Business and Commerce Code, notice is further hereby given that said sale also include any and all improvements, fixtures and personal property located on the Property or related thereto, to the extent provided and as more particularly described in the Deed of Trust;

WHEREAS, pursuant to Section 51.0075 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 Trustee;


WHEREAS, notice is given that before the Foreclosure Sale, the holder may appoint another person as Substitute Trustee to conduct the Foreclosure Sale; and

WHEREAS, notice is given that the Property may be sold subject to a right of redemption.

NOW THEREFORE, notice is hereby given that on Tuesday, August 6, 2024, between 10:00 A.M. and 4:00 P.M., I will sell the Property at the west side lobby of the Galveston County Courthouse in Galveston, Galveston County, Texas to the highest bidder for cash. The earliest time at which sale will occur is 10:00 A.M., and the sale will occur no later than three (3) hours after that time.

**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 National Guard of any 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.**

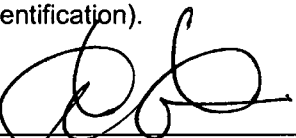
EXECUTED on the 18<sup>th</sup> day of July, 2024.

  
\_\_\_\_\_  
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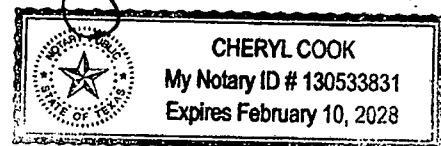
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**FILED**

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*Dwight D. Sullivan*

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Dwight D. Sullivan, County Clerk  
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