

**ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

Notice of Trustee's Sale

Date: September 9, 2024

Note: That certain US Small Business Administration Note in the original principal amount of \$350,000.00, dated April 5, 2019, payable to the order of Wallis Bank, executed by Financiamiento Facil, LLC, a Texas limited liability company d/b/a Bacliff Auto, as Borrower, secured by that lien set forth in the Deed of Trust described below.

Successor/Substitute Trustee: Steve Leva, Sandy Dasigenis, Jeff Leva, Nicole Durrett or David Garvin, any to act.

Trustee's Address: The street address for Steve Leva, Sandy Dasigenis, Jeff Leva, Nicole Durrett or David Garvin is 8101 Boat Club Road, Suite 320, Fort Worth, Texas 76179. Tel: (817) 673-0968.

Deed of Trust: Deed of Trust (with Security Agreement and Fixture Filing) (the "Deed of Trust")

Effective Date of Deed of Trust: April 5, 2019

Mortgagor/Borrower: Financiamiento Facil, LLC, a Texas limited liability company d/b/a Bacliff Auto

Guarantor: Eduardo D. Delgadillo

Lender/Mortgagee: Wallis Bank

Recording Information: Deed of Trust (with Security Agreement and Fixture Filing) recorded under Instrument No. 2019017942, of the Real Property Records of Galveston County, Texas.

Legal Description: Lots One (1), Two (2), Three (3), and Four(4) in Block Sixty-one (61), of Clifton-By-The-Sea, a subdivision in Galveston County, Texas according to the map or plat thereof recorded in Volume 254, Page 61 of the Map Records and transferred to Plat Record 11, Map No. 93, both of the Map Records of Galveston County, Texas, as more fully described in the Deed of Trust (the "Real Property")

Property: The Real Property, fixtures, improvements, buildings, and any other real and personal property described in, and mortgaged in, the Deed of Trust, and all rights and appurtenances thereto and the personal property described in the Security Agreement set forth in the Deed of Trust.

County: Galveston, Texas.

Terms of Sale: All cash or cash equivalent, except that the owner and holder of the indebtedness may bid as a credit against the indebtedness.

Date of Sale: October 1, 2024

Time of Sale: Between 10:00 am and 1:00 pm local time, **the earliest at which time the Foreclosure Sale will begin is 10:00 a.m. and not later than three hours thereafter.**

Place of Sale: THE FIRST FLOOR LOBBY OF THE GALVESTON COUNTY COURTHOUSE. 722 MOODY (21<sup>ST</sup> STREET). GALVESTON, TEXAS, 77550, WHICH IS THE AREA DESIGNATED BY THE COMMISSIONERS COURT OF GALVESTON COUNTY, TEXAS PURSUANT TO § 51.002 OF THE TEXAS PROPERTY CODE AS THE PLACE WHERE FORECLOSURE SALES ARE TO TAKE PLACE OR IF THE PRECEDING AREA IS NO LONGER THE DESIGNATED AREA, AT THE AREA MOST RECENTLY DESIGNATED BY THE COUNTY COMMISSIONER'S COURT (IF NO SUCH PLACE IS SO DESIGNATED, THE SALE WILL TAKE PLACE IN THE AREA WHERE THIS NOTICE OF SUBSTITUTE TRUSTEE'S SALE IS POSTED).

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

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

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

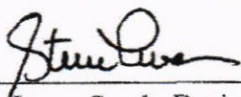
If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

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

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

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

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

  
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Steve Leva, Sandy Dasigenis, Jeff Leva, Nicole Durrett or  
David Garvin, any to act

**Name and Address of Sender of this Notice:**

Preston T. Towber  
The Towber Law Firm PLLC  
1111 Heights Blvd.  
Houston, Texas 77008  
Attorney for Wallis Bank

**Address of Lender:**

Wallis Bank  
2929 W Sam Houston Parkway N, Suite 100  
Houston, Texas 77043  
Attention: Mr. Philip Stagg  
Executive Vice President

**FILED**

Instrument Number: *FILED2024001095*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 09/09/2024 12:26PM

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.*