

NOTICE OF FORECLOSURE SALE

October 10, 2024

DEED OF TRUST ("DEED OF TRUST"):

Dated: April 21, 2022

Grantor: South Texas Investors, LLC

Trustee: Matt L. Janner

Lender: SCF Jake, LP

Recorded in: Document Number 2022027505 of the real property records of Galveston County, Texas

Legal Description: Beginning on the South Line of Block 275, of Avenue I of Said City, 44 Feet 9 Inches West of the Southeast Corner of Said Block as a Beginning Corner; Thence Northwardly Parallel with the East Line of Said Block 79 Feet; Thence Westwardly at Right Angles a Distance of 15 Feet 2 Inches; Thence Northwardly at Right Angles 41 Feet; Thence Westwardly Parallel with the South Line of Said Block, 12 Feet 1 Inch Southwardly 120 Feet to the South Line of Said Block; Thence Eastwardly with the South Line of Said Block, 27 Feet 3 Inches on Avenue I to the Place of Beginning, Together with all Improvement Thereon.

Secures: Real Estate Lien Note ("Note") in the original principal amount of \$238,000.00, executed by South Texas Investors, LLC ("Borrower") and payable to the order of the Lender

Guaranty: The Note is guaranteed by a Guaranty Agreement dated April 21, 2022, and executed by Nayra I. Hernandez and Ingris Mendoza in favor of Lender

Substitute Trustees and Address: Patricia Poston, Nick Poston, David Poston or Chris Poston c/o Stibbs & Co., P.C., 831 Crossbridge Drive, Spring, Texas 77373

FORECLOSURE SALE:

Date: November 5, 2024

Time: 1pm – 4pm

Place: The First Floor Lobby of the Galveston County Courthouse, 722 Moody (21st Street), Galveston, Texas 77550 or as designated by the County Commissioner's Office.

Terms of Sale: The sale will be conducted at a public auction to the highest bidder for cash. Pursuant to the deed of trust, the Mortgagee has the right to direct the Substitute Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to

Section 51.009 of the Texas Property Code, the property will be sold in AS IS, WHERE IS condition, without any express or implied warranties, except as to the warranties of title, if any, provided for under the deed of trust.

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 the 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 in accordance with Lender's rights and remedies under the Deed of Trust and § 9.604(a) of the Texas Business and Commerce Code.

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

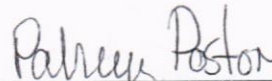
If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

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 an/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.

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 the Substitute Trustee.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILIARY 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.



SUBSTITUTE TRUSTEE

Patricia Poston, Nick Poston, David Poston or
Chris Poston c/o Stibbs & Co., P.C., 831
Crossbridge Drive, Spring, Texas 77373

FILED

Instrument Number: *FILED2024001168*

Filing Fee: 2.00

Number Of Pages: 3

Filing Date: 10/10/2024 8:34AM

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.*