

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

March 5, 2025 (the "Effective Date")

Notice is hereby given that a public sale, at auction, of the Property (as that term is defined and described below) will be held at the date, time and place specified in this notice.

DATE OF SALE: April 1, 2025 (which is the first Tuesday of that month).

TIME OF SALE: The earliest time at which the sale shall occur is 10:00 a.m. The sale shall begin at that time or not later than three (3) hours after that time.

PLACE OF SALE: The sale will take place at the county courthouse in Burnet County, Texas, 220 South Pierce Street, Burnet, Texas 78611, in the area designated by the Burnet County commissioner's court, pursuant to Section 51.002 of the Texas Property Code.

INDEBTEDNESS PROMPTING SALE: That Promissory Note dated as of December 15, 2022, executed by A-Affordable Boat & RV Storage - Spicewood, LLC, a Texas limited liability company ("Borrower"), as maker, payable to the order of Texas Bank ("Lender"), as payee, in the original principal amount of \$6,587,180.00 (the "Note").

DEED OF TRUST CREATING LIEN THAT IS THE SUBJECT OF SALE: Construction Deed of Trust dated as of December 15, 2022, executed by Borrower and recorded on December 20, 2022, in the Official Public Records of Burnet County, Texas, under Document Number 202217133 (the "Deed of Trust").

PROPERTY BEING SOLD: All land, improvements, and personal property described as the Property or otherwise described as collateral in the Deed of Trust (and not previously released from the Deed of Trust); the legal description of the land to be sold is attached hereto as Exhibit A and made a part hereof for all purposes; however, the description of the land, improvements, and personal property in the Deed of Trust (and not previously released from the Deed of Trust) will control to the extent of any conflict or any deficiency in such description contained in this Notice of Substitute Trustee's Sale, it being the intent that the "Property," for all purposes hereof, means all property, real, personal, tangible and intangible, including, without limitation, the land described on Exhibit A attached hereto, which constitutes collateral under, and described in, the Deed of Trust (and not previously released from the Deed of Trust) (collectively, the "Property").

HOLDER: Lender is the current owner of the right to payments and the outstanding indebtedness evidenced by the Note and Lender is the current beneficiary under the Deed of Trust and the beneficiary of the liens, security interests, terms and provisions contained within the Deed of Trust.

SUBSTITUTE TRUSTEES: Louis Stahl, Drake Genna, and Christopher D. Richardson (collectively, the "Substitute Trustees"), having an address of c/o Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75202, who previously have been appointed the Substitute Trustees by Lender as provided in the Deed of Trust.

Events of default have occurred with regard to the Note, all applicable cure periods have expired, if any; accordingly, all of the unpaid principal balance of the Note, together with all accrued and unpaid interest thereon and all other amounts due with regard to the loan evidenced by the Note, remain due and payable in full. Lender has requested that any of the Substitute Trustees (and without the joinder of any of the others) sell the Property for cash or by credit bid (if Lender is the successful bidder), the proceeds of such sale to be applied in accordance with the provisions of the Deed of Trust.

Lender has also requested that any of the Substitute Trustees (and without the joinder of any of the others) sell all of the components of the Property that are personal property, including, without limitation, (a) all equipment, fixtures, and other articles of personal property encumbered by the Deed of Trust, (b) all accounts and all funds therein and rights thereto, and (c) all contracts, including, without limitation, all leases to the extent such leases are not terminated as a result of the foreclosure sale contemplated by this notice, in accordance with the terms of Article 9 of the Texas Business and Commerce Code. The sale of such personal property will be held at the same time and place as the above-described real property sale; however, to the extent permitted by the Deed of Trust and Article 9 of the Texas Business and Commerce Code, any of the Substitute Trustees (and without the joinder of any of the others) has been instructed to proceed as to both the real and personal property in accordance with the rights and remedies of the owner of the indebtedness with respect to the Property.

Therefore, **notice is hereby given that**, at the date, time and place set forth above, Substitute Trustee(s) will sell the Property (including all of the real property and personal property components thereof) to the successful bidder for cash or by credit bid (if Lender is the successful bidder), pursuant to the terms of the Deed of Trust and applicable law.

Notice is further given that Lender may postpone, withdraw or reschedule the scheduled sale for another day. Notice of the date, time and place of any rescheduled sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code and the Deed of Trust.

Notice is further given that, in accordance with Texas Property Code Section 51.0075, each Substitute Trustee, as applicable, reserves the right to set additional, reasonable conditions for conducting the sale.

Notice is further given that, pursuant to the authority granted in the Deed of Trust, any of the Substitute Trustees (and without the joinder of any of the others) may sell all or any part of the Property together or separately, in one sale or by separate sales.

Notice is further given that, in the event Lender elects to assign or transfer its rights under the Deed of Trust prior to the scheduled sale, the assignee or transferee shall be entitled to all the benefits afforded to Lender under the Deed of Trust.

Notice is further given that, in accordance with Texas Property Code Section 51.009, the Property will be sold **“AS IS”**, **without any express or implied warranties, except as to the warranties of title, if any, required by the Deed of Trust, and at the purchaser’s own risk.** THE SALE OF THE PROPERTY IS AND SHALL BE **“AS-IS,” “WHERE-IS” AND “WITH**

ALL FAULTS” AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY ANY OF THE SUBSTITUTE TRUSTEES OR LENDER, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. NONE OF THE SUBSTITUTE TRUSTEES OR LENDER MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE COMPLIANCE WITH THE LAWS, RULES, AGREEMENTS OR SPECIFICATIONS, CONDITION, QUALITY, ENVIRONMENTAL CONDITION, CAPACITY, DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH ARE HEREBY DISCLAIMED.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Notice of Substitute Trustee's Sale has been executed to be effective as of the Effective Date.

By: *[Signature]*
LOUIS STAHL, a Substitute Trustee

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on March 5, 2025, by Louis Stahl, as a substitute trustee, in the capacity herein stated.

[Signature]
Notary Public in and for the State of Texas
Printed Name: _____

My Commission Expires: _____



EXHIBIT A

Legal Description

Tract 1:

BEING A 9.707 ACRE TRACT OUT OF THE JAMES WORMSLEY SURVEY NO. 257, ABSTRACT NO. 958, BURNET COUNTY, TEXAS, AND SAME BEING THE SAME AS CALLED 9.723 ACRE TRACT AS CONVEYED TO THE S.R. SCOTT FAMILY LIMITED PARTNERSHIP IN VOLUME 916, PAGE 60, OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 9.707 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS DESCRIPTION AS FOLLOWS:

BEGINNING at 5/8" iron pin found at the southeast corner of said 9.723 acre tract, the southwest corner of a called 6.816 acre tract as conveyed to the S.R. Scott Family Limited Partnership in Instrument No. 201203219, of the Official Public Records of Burnet County, Texas, being along the north right-of-way line of State Highway No. 71, and being the southeast corner hereof;

THENCE North 60°28'03" West, along the south line hereof, the south line of said 9.723 acre tract, and the north right-of-way line of said State Highway No. 71, a distance of 1360.81' to a found nail on a leaning fence corner post, being a southerly corner of a called 207.86 acre tract of land, described in document to Mary Catherine Vander Straten, et al, recorded in Document No. 201800944, of the Official Public Records of Burnet County, Texas, being the westerly corner hereof, WHENCE a found concrete highway marker along the northerly right-of-way line of said State Highway No. 71 bears North 60°28'03" West, a distance of 81.81';

THENCE South 84°29'27" East, along the north line hereof, the north line of said 9.723 acre tract, and the south line of said 207.86 acre tract, a distance of 1470.71' to a found 1/2" iron pin being the northwest corner of said 6.816 acre tract and the northwest corner hereof;

THENCE along the east line hereof, the east line of said 9.723 acre tract, and the west line of said 6.816 acre tract the following courses and distances;

- 1) South 18°21'33" West, a distance of 312.42' to a found 80d nail;
- 2) South 37°54'42" West, a distance of 295.40' to the Point of Beginning, containing 9.707 acres, more or less.

Tract 2:

BEING A 6.816 ACRE TRACT OUT OF THE JAMES WORMSLEY SURVEY NO. 257, ABSTRACT NO. 958, BURNET COUNTY, TEXAS, FURTHER BEING THE CALLED 6.816 ACRE TRACT DESCRIBED IN DOCUMENT TO S.R. SCOTT FAMILY LIMITED PARTNERSHIP, RECORDED IN DOCUMENT NO. 201203219, OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAID 6.816 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at 5/8" iron pin found at the southeast corner of a called 9.723 acre tract as conveyed to S.R. Scott Family Limited Partnership, in Volume 916, Page 60, of the Official Public Records of Burnet County, Texas, being along the north right-of-way line of State Highway No. 71, being the southwest corner of said 6.816 acre tract, and hereof;

THENCE along the east line of said 9.723 acre tract, the west line of said 6.816 acre tract, and hereof, the following courses and distances:

- 1) North 37°54'42" East, a distance of 295.40' to a 80d nail found;
- 2) North 18°21'33" East, a distance of 312.42' to a 1/2" iron pin found at the northeast corner of said 9.723 acre tract, the northwest corner of said 6.816 acre tract, and hereof, and being along the south line of a called 207.86 acre tract of land, described in document to Mary Catherine Vander Straten, et al., recorded in Document No. 201800944, of the Official Public Records of Burnet County, Texas.

THENCE South 84°30'15" East, along the south line of said 207.86 acre tract, the north line of said 6.816 acre tract, and hereof, a distance of 416.69' to a 1/2" iron pin found at the northwest corner of a called 9.991 acre tract of land, described in document to Spicewood Boat and RV Storage, LLC., recorded in Document No. 202011465, of the Official Public Records of Burnet County, Texas, and at the northeast corner hereof;

THENCE South 18°30'29" West, along the west line of said 9.991 acre tract, the east line of said 6.816 acre tract, and hereof, a distance of 782.58' to a 1/2" iron pin with cap "5938" found along the north right-of-way line of said State Highway No. 71, at the southwest corner of said 9.991 acre tract, the southeast corner of said 6.816 acre tract, and hereof;

THENCE North 60°30'15" West, along the north right-of-way line of said State Highway No. 71, the south line of said 6.816 acre tract, and hereof, a distance of 512.72' to the Point of Beginning, containing 6.816 acres, more or less.