

**APPOINTMENT OF SUBSTITUTE TRUSTEE AND NOTICE OF SUBSTITUTE TRUSTEE SALE**

**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.**

**1. Appointment of Substitute Trustee:** In accordance with Texas Property Code Sec. 51.0076, the undersigned authorized agent for the mortgage servicer has named and appointed, and by these presents does name and appoint TrustDeed Servicing, LLC, Shannon Winford, Michelle Jones, Angela Zavala, Richard Zavala, Jr or Sharlet Watts, Substitute Trustee to act under and by virtue of said Deed of Trust.

**2. Substitute Trustee's Address:** c/o TrustDeed Servicing, LLC, Mailing Address: 1968 S. Coast Hwy, Num 1250 Laguna Beach, CA 92651

**3. Date, Time and Place of Sale.**

**Date:** 2/4/2025

**Time:** The sale will begin at 1:00 PM or not later than three hours after that time.

**Place:** Burnet County, Texas at the following location: **THE AREA OUTSIDE THE COUNTY CLERK'S OFFICE, 220 SOUTH PIERCE ST., BURNET, TX ON THE EAST SIDE OF THE COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE**

**Property Address:** 102 Loma Vista Dr, Burnet, TX 78611

**4. Terms of Sale:** The sale will be conducted as a public auction to the highest bidder for cash. Pursuant to the Deed of Trust, the mortgagee has the right to direct the 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. Any conveyance of the property is subject to all matters of record affecting the property.

**5. Instrument to be Foreclosed:** The instrument to be foreclosed is a Deed of Trust dated 10/05/2006 and recorded 10/06/2006 in Instrument: 013169 in Book 1469, Page 0184, real property records of Burnet County, Texas, with **David V. Yancey**, grantor(s) and AMERICAHOMEKEY, INC., a TEXAS Corporation, as Beneficiary.

**6. Obligation Secured:** Deed of Trust executed by **David V. Yancey**, securing the payment of the indebtedness in the original principal amount of **\$27,000.00**, and obligations therein described including but not limited to the promissory note; and all modifications, renewals and extensions of the promissory note. **Housing Group Recovery Fund LP** is the current mortgagee of the note and Deed of Trust.

**7. Default:** A default has occurred in the payment of indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness.

**8. Property to be sold:** The property to be sold is described as follows:

**BEING LOT NOS. TWO HUNDRED SEVENTY-FOUR (274) AND TWO HUNDRED SEVENTY-FIVE (275), UNIT NO. TWO (2), OF SILVER CREEK VILLAGE, A SUBDIVISION IN BURNET COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED IN VOLUME 1, PAGE 78, ALSO REFERENCED IN CABINET 1, SLIDE 23B, PLAT RECORDS OF BURNET COUNTY, TEXAS, TO WHICH REFERENCE IS HERE MADE FOR ALL PERTINENT PURPOSES.**

**9. Mortgage Servicer Information:** The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the property referenced above.

**Housing Group Recovery Fund LP**, as Mortgage Servicer and mortgagee, whose address is:

**Housing Group Recovery Fund LP**  
5530 Douglas Boulevard, Suite 130  
Granite Bay, CA 95746

**Phone: 916-241-3563**

**10. Limitation of Damages:** If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's attorney.

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE DEED OF TRUST IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

**Date: 1/6/2025**

TrustDeed Servicing, LLC, Shannon Winford, Michelle Jones, Angela Zavala, Richard Zavala, Jr or Sharlet Watts - **Attorney or Authorized Agent of The Mortgagee or Mortgage Servicer**



TrustDeed Servicing, LLC, Shannon Winford, Michelle Jones, Angela Zavala, Richard Zavala, Jr. or Sharlet Watts

**TRUSTDEED SERVICING, LLC MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.**

Certificate of Posting

I, Angela Zavala, declare under penalty of perjury that on the 9<sup>th</sup> day of January, 2025, I filed and posted this Notice of Foreclosure Sale in accordance with the requirements of Burnet County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).