

NOTICE OF FORECLOSURE SALE**February 4, 2025**

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

Deed of Trust (including recording information):

Deed of Trust dated June 14, 2023, executed by Justin Corvell Foster to R. A. Klaeger, Trustee, recorded under Clerk's Document No. 202305723, of the Official Public Records of Burnet County, Texas (the "**Deed of Trust**").

Property (including any improvements):

BEING the North one-half (N ½) of Lot No. 6, Johnson Addition to the City of Burnet, Burnet County, Texas, being the property more particularly described in Volume 170, Page 474 of the Deed Records of Burnet County, Texas, SAVE AND EXCEPT that property described in Volume 182, Page 663 of the Deed Records of Burnet County, Texas, and being that same property acquired by the Taxing Authorities by Sheriff's Deed recorded in Volume 1269, Page 693 of the Official Public Records of Burnet County, Texas, and BEING the same property described and conveyed in the Deed of Trust (the "**Property**").

Note Secured by Deed of Trust:

Promissory note dated June 14, 2023, in the original principal amount of \$13,500.00, executed by Justin Corvell Foster, and payable to the order of Roger A. Van Voorhees, as further described in the Deed of Trust (the "**Note**").

Current Beneficiary under Deed of Trust:

Name: Roger A. Van Voorhees

Mailing address: P.O. Box 358, Marble Falls, Burnet County, Texas 78654

Substitute Trustee:

Name: Neal A. Kennedy, Substitute Trustee

Mailing address: 404 Main Street, Marble Falls, Burnet County, Texas 78654

Foreclosure Sale:

Date: Tuesday, February 4, 2025

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: Burnet County Courthouse in Burnet, Texas, at the following location: The area outside the County Clerk's office, 200 S. Pierce St., Burnet, Texas, on the east side of the Courthouse.

Terms of Sale: The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the mortgagee and beneficiary under the Note and Deed of Trust (the "**Beneficiary**") to have the bid credited to the note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

Beneficiary is the current owner and holder of the Note and the owner of the beneficial interests granted and evidenced by the Deed of Trust. A contingency stated in the Deed of Trust as a condition precedent for the appointment of a Substitute Trustee has occurred. In accordance with the terms of the Deed of Trust and Sections 51.0075 and 51.0076 of the Texas Property Code, Beneficiary hereby appoints **Neal A. Kennedy** as Substitute Trustee under the Deed of Trust, to act under and by virtue of 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, Beneficiary requests Substitute Trustee to foreclose the lien of the Deed of Trust against the collateral pledged and to sell the Property in accordance with the terms of the Deed of Trust and applicable law.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of the Beneficiary's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with the Beneficiary'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, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If the Beneficiary 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 the Beneficiary. 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 Substitute Trustee.

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.



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ATTORNEY FOR THE BENEFICIARY