

492531  
185 San Diego Ln.  
Martindale, Texas 78655

## NOTICE OF TRUSTEE'S SALE and APPOINTMENT OF SUBSTITUTE TRUSTEE

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) 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.**

WHEREAS, on November 29, 2018, Veronica Lopez Espinosa, Arturo Espinosa Valencia, Maria Teresa Espinosa and Juan Jose Espinosa Guerrero executed a Deed of Trust, Security Agreement/Financing Statement, Security Agreement/Financing Statement conveying to Jeffrey S. Kelly, Trustee, the real property hereinafter described, to secure Steve Morris and Maritsa G. Morris, in the payment of a debt therein described, said Deed of Trust, Security Agreement/Financing Statement, Security Agreement/Financing Statement being recorded in Document No. 2018-006393, Official Public Records of Caldwell County, Texas.

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder of said debt has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust, Security Agreement/Financing Statement, Security Agreement/Financing Statement.

WHEREAS, in my capacity as the attorney for the present owner and holder of the note, and pursuant to Section 51.0076(3) Texas Property Code, I hereby name, appoint and designate Sharlet Watts or Angela Zavala or Richard Zavala, Jr. or Michelle Jones or David Garvin, the Substitute Trustee(s) in the above described Deed of Trust, Security Agreement/Financing Statement, Security Agreement/Financing Statement and/or to act under and by virtue of said Deed of Trust, Security Agreement/Financing Statement, Security Agreement/Financing Statement, including posting and filing the public notice required under Section 51.002 Texas Property Code as amended, and to proceed with a foreclosure of the Deed of Trust, Security Agreement/Financing Statement, Security Agreement/Financing Statement lien securing the payment of said note.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, February 6, 2024, at 1:00 o'clock p.m. or within three (3) hours thereafter, the Substitute Trustee will sell said real property at the place hereinafter set out, to the highest bidder for cash. The place of sale shall be in the area designated by the Commissioners Court of such County, pursuant to §51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if such place is not so designated, the

Filed this 17<sup>th</sup> day of Jan 2024  
11:59 P.M.

TERESA RODRIGUEZ  
COUNTY CLERK, CALDWELL COUNTY, TEXAS  
By Lydia Alexander Deputy

Lydia Alexander

sale will take place in the area where this Notice of Substitute Trustee's Sale is posted), in the City of Lockhart, Caldwell County, Texas.

Said real property is described as follows:

All of a certain Tract or Parcel of land situated in Caldwell County, Texas and being a part of the William Pettus Survey A-21 and being also all of a tract of land called 0.50 acres and conveyed to Dennis Tounge by Deed recorded in Volume 243, Page 146 of the Official Records of Caldwell County, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

Easement Tract 1: Field Note description of a Survey of the Centerline of a 50 foot wide strip of land out of the William Pettus Two League Grant, Caldwell County, Texas and being a portion of that Tract called 148 acres conveyed by Mrs. Lizzie Scott et al to Mrs. Willie Crockett Burgess by Deed dated October 31, 1939, and recorded in Volume 192, Page 489 of the Caldwell County Deed Records, and is more particularly described by Metes and Bounds in Exhibit "B" attached hereto and made a part hereof.

Easement Tract 2: Description of a Survey made on the ground of 0.62 acres of land, more or less, in the William Pettus Two League Grant, Caldwell County, Texas and being a part of that Tract called 148 acres conveyed by Mrs. Lizzie Scott et al to Mrs. Willie Crockett Burgess by Deed dated October 31, 1939, and recorded in Volume 192, Page 489 of the Caldwell County Deed Records, and being more particularly described by Metes and Bounds in Exhibit "B" attached hereto and made a part hereof.

The Deed of Trust, Security Agreement/Financing Statement, Security Agreement/Financing Statement permits the Beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust, Security Agreement/Financing Statement, Security Agreement/Financing Statement or Substitute Trustee appointed herein need not appear at the date, time and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

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, Security Agreement/Financing Statement, Security Agreement/Financing Statement. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property and the priority of the lien being foreclosed.

The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust, Security Agreement/Financing Statement, Security Agreement/Financing Statement permitting the Beneficiary thereunder to have the bid credited to the Note up to the amount of the unpaid debt secured by the Deed of Trust, Security Agreement/Financing Statement, Security Agreement/Financing Statement at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The sale will be made expressly subject to any title matters set forth in the Deed of Trust, Security Agreement/Financing Statement, Security Agreement/Financing Statement, but prospective bidders are reminded that by law the 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, Security Agreement/Financing Statement, Security Agreement/Financing Statement. The sale shall not cover any part of the property that has been released of public record from the lien of the Deed of Trust, Security Agreement/Financing Statement, Security Agreement/Financing Statement. Prospective bidders are strongly urged to examine the applicable property records to determine the priority, nature and extent of such matters, if any.

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagee, Mortgagee's attorney.

Default has occurred under the Deed of Trust, Security Agreement/Financing Statement, Security Agreement/Financing Statement, and the beneficiary has requested the above named Trustee or Substitute Trustee(s), to conduct this public sale. Notice is given that before the sale the beneficiary or the Beneficiary's attorney, agent or servicer may appoint another person substitute trustee to conduct the 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.**

The Substitute Trustee's address is c/o WEST & WEST ATTORNEYS, 2929 Mossrock, Suite 204, San Antonio, Texas 78230.

WITNESS MY HAND on 16 day of January 2024.



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MATTHEW D. JOHNSON  
State Bar No. 24098890  
Attorney or Authorized Agent for the  
Mortgagee or Mortgagee's Servicer  
WEST & WEST ATTORNEYS, P.C.  
2929 Mossrock, Suite 204  
San Antonio, Texas 78230

# EXHIBIT 1

All of a certain tract or parcel of land situated in Caldwell County, Texas and being a part of the William Pettus Survey A-21 and being also all of a tract of land called 0.50 acres and conveyed to Dennis Toungate by deed recorded in Volume 243 Page 146 of the Official Records of Caldwell County, Texas and being more particularly described as follows:

*BEGINNING at a 3/8" iron pin found used for basis of bearing in the West corner of the above mentioned Toungate tract and in the apparent NE line of a tract of land designated as Third Tract called 216.812 acres and conveyed to Leslie Harrison et ux Trustees as recorded in Volume 434 Page 213 of the Deed Records of Caldwell County, Texas and in the apparent South corner of a tract of land called 5.00 acres and conveyed to Helda Flores by deed recorded in Volume 291 Page 312 of the said Official Records for the West corner this tract.*

*THENCE N 61 degrees 04 minutes 32 seconds E with the NW line of the said Toungate tract and the apparent SE line of the above mentioned Flores tract 152.70 feet to a 1/4" iron pin found in the North corner of the said Toungate tract and the apparent West corner of a tract of land called 0.500 acres and conveyed to Cresencio Suarez by deed recorded in Volume 515 Page 493 of the said Deed Records and in the West corner of a 30' access easement described in Volume 437 Page 69 of the said Deed Records for the North corner this tract.*

*THENCE S 38 degrees 54 minutes 09 seconds E with the NE line of the said Toungate tract and the apparent SW line of the above mentioned Suarez tract at 30.0 feet pass the South corner of the above mentioned access easement and continue for a total distance of 216.47 feet to a 1/4" iron pin found in the East corner of the said Toungate tract and the apparent South corner of the said Suarez tract and the apparent NW line of a tract of land called 5.01 acres and conveyed to Mercedes Garcia et ux by deed recorded in Volume 396 Page 278 of the said Deed Records for the East corner this tract.*

*THENCE S 50 degrees 57 minutes 43 seconds W with the SE line of the said Toungate tract and the apparent NW line of the above mentioned Garcia tract 97.61 feet to a 3/8" iron pin found used for basis of bearing in the South corner of the said Toungate tract and the apparent NE line of the above mentioned Harrison tract for the South corner this tract.*

*THENCE N 40 degrees 15 minutes 00 seconds W with the SW line of the said Toungate tract and the apparent NE line of the said Harrison tract 216.73 feet to the place of beginning containing 0.488 acres of land more or less.*

EXHIBIT "A"  
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# EXHIBIT 1

## Easement 1

FIELD NOTE DESCRIPTION OF A SURVEY OF THE CENTERLINE OF A 50 FOOT WIDE STRIP OF LAND OUT OF THE WILLIAM PETTUE TWO LEAGUE GRANT, CALDWELL COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT CALLED 148 ACRES CONVEYED BY MRS. LIZZIE SCOTT ET AL TO MRS. WILLIE CROCKETT BURGESS BY DEED DATED OCTOBER 11, 1919, AND RECORDED IN VOLUME 192 PAGE 489 OF THE CALDWELL COUNTY DEED RECORDS, AND IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod set for the west corner of said 148 acre Burgess tract, and the north corner of that 235.46 acre tract conveyed by Mrs. Martha W. Ellison to G.B. Ellison by deed dated January 1, 1913 and reported in Volume 49 Page 113 of the Caldwell County Deed Records and said corner being on the southeast Right-of-Way line of State Highway 142;  
THENCE leaving the PLACE OF COMMENCEMENT  $N31^{\circ}42' E$  308.67 feet with the northwest line of said Burgess tract and the southeast line of State Highway Number 142 to an iron rod set for an angle point,  
THENCE  $N50^{\circ}30' E$  489.70 feet to an iron rod for the northern terminus of the centerline and PLACE OF BEGINNING of this 50 foot strip of land from which the north corner of the Burgess tract bears  $N50^{\circ}30' E$  1007.02 feet;

THENCE leaving the PLACE OF BEGINNING as shown on Plat Number 429-1-B-2 dated January 4, 1978 as prepared for Jimmy Woods and revised for R. Boyd on January 8, 1978 by James E. Byrn and Associates, San Marcos, Texas,  $S40^{\circ}32' E$  2736.54 feet and entering the Burgess tract with the centerline of said 50 foot strip of land to an iron rod set for the southern terminus of the herein described centerline, said 50 foot strip was surveyed under the direction of James E. Byrn, Registered Public Surveyor Number 1810-C of James E. Byrn and Associates, San Marcos, Texas.

EXHIBIT "B"  
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# EXHIBIT 1

## Exhibit 2

DESCRIPTION OF A SURVEY MADE ON THE GROUND OF 0.52 ACRES OF LAND, MORE OR LESS, IN THE WILLIAM FETTUS TWO LEAGUE GRANT, CALDWELL COUNTY, TEXAS, BEING A PART OF THAT TRACT CALLED 141 ACRES CONVEYED BY MRS. LIZZIE SCOTT, ET AL, TO MRS. WILLIE CROCKETT BURGESS BY DEED DATED OCTOBER 31, 1929 AND RECORDED IN VOLUME 192, PAGE 499 OF THE CALDWELL COUNTY DEED RECORDS AND BEING MORE PARTICULARLY

DESCRIBED BY METES AND BOUNDS AS FOLLOWS:  
COMMENCING at an iron rod for the west corner of the Burgess tract in the northeast line of the remainder of that 235.46 acre tract conveyed by Mrs. Martha W. Ellison to G. B. Ellison by deed dated January 1, 1918 and recorded in Volume 49, Page 119 of the Caldwell County Deed Records in the southeast line of State Highway 142 and from which a Texas Highway Department concrete monument found bears

THENCE leaving said highway with the common line of the Burgess tract and Ellison tract, as fenced, the following two calls:

1. S40°17'E 786.14 feet to an iron rod set for an angle point, and
2. S40°21'E 433.87 feet to an iron rod set for an angle point;

THENCE leaving the Ellison tract and entering the Burgess tract N51°07'E 102.82 feet to an iron rod set for the west corner and PLACE OF BEGINNING of this tract;

THENCE leaving the PLACE OF BEGINNING as shown on plat number 20271-80-h dated October 20, 1960, as prepared for Sub Boyd by James E. Byrn and Associates of San Marcos, Texas, N51°07'E 301.79 feet to a point for the north corner of this tract;

THENCE S40°19'W 10.01 feet to a point for the east corner of this tract;

THENCE N51°07'W 903.92 feet to a point for the south corner of this tract;

THENCE N38°51'W 30.04 feet to the PLACE OF BEGINNING. There are contained within these metes and bounds 0.52 acres of land, more or less, as surveyed on the ground during October 1960 under the direction of James E. Byrn, Registered Public Surveyor Number 1310-C of James E. Byrn and Associates of San Marcos, Texas.



Client: Boyd, Sub  
Date: November 25, 1960  
Survey: Fettus Two League Grant, William  
County: Caldwell, Texas  
Job No: 20271-80-h

EXHIBIT "B"  
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