

Filed this 6th day of Nov 2024
2:08 p.M
TERESA RODRIGUEZ
COUNTY CLERK, CALDWELL COUNTY, TEXAS
By Reyna Mijares Deputy
Reyna Mijares

NOTICE OF FORECLOSURE

November 6, 2024

Deed of Trust Information

Dated: June 2, 2022
Grantor: Lindsay Maria Schofield aka Lindsay Schofield and Paul Schofield
Trustee: Kyle J Barton
Lender: The First National Bank of Sonora dba Sonora Bank

Recorded In: 2022-004413 of the real property records of Caldwell County, Texas
Recorded On: June 6, 2022

Legal Description: Lot Eighteen (18) of REBECCA'S CROSSING, a subdivision in Caldwell County, Texas, according to the map or plat thereof, recorded in Cabinet C, Slide 177 of the Plat Records of Caldwell County, Texas

Property Address: 3425 Callihan Rd.
Luling, Texas 78648

Secures: Promissory Note (the "Note") in the original principal amount of \$769,706.00, executed by Lindsay Maria Schofield aka Lindsay Schofield and Paul Schofield (the "Borrowers") and payable to the order of Lender

Substitute Trustee: James B. Cox
1570 River Rd.
Boerne, TX 78006

Foreclosure Sale

Date: December 3, 2024

Time: The sale of the Property will be held between the hours of 10:00 a.m. and 4:00 p.m. local time; **the earliest time at which the Foreclosure Sale will begin is 10:00 a.m. and not later than three (3) hours thereafter.**

Place: OUTSIDE THE MAIN ENTRANCE OF THE NEW CALDWELL COUNTY JUSTICE CENTER. LOCATED AT 1703 S. COLORADO ST., LOCKHART, TEXAS 78644 OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or as designated by the County Commissioners Court.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that

Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust

APPOINTMENT OF SUBSTITUTE TRUSTEE:

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.

The undersigned is the attorney for the mortgagee and/or mortgage servicer, and in such capacity does hereby remove the original trustee and all successor substitute trustees under the above described Deed of Trust and appoints in their place, any to act, those substitute trustees identified in the SALE INFORMATION section of this notice, whose address is 1570 River Rd., Boerne, TX 78006 as Substitute Trustee, who shall hereafter exercise all powers and duties to set aside the said original trustee under said Deed of Trust, and further does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein.

WHEREAS, the above-named Grantors previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared, such default was reported to not have been cured, and all sums secured by such Deed of Trust are declared immediately due and payable; and

WHEREAS, the original Trustee and any previously appointed Substitute Trustee under said Deed of Trust has been hereby removed and the herein described Substitute Trustee, has been appointed as Substitute Trustee and authorized by the Mortgagee to enforce the power of sale granted in the Deed of Trust; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Mortgagee and Substitute Trustee;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The Note is mature by its own terms, and all sums secured by the Deed of Trust are declared to be immediately due and payable.
2. The herein appointed Substitute Trustee, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. This sale shall be subject to any legal impediments to the sale of the Property to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same

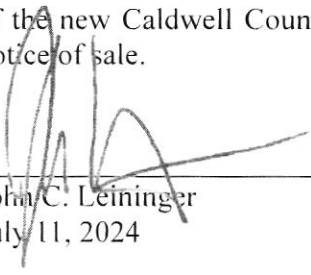
are still in effect and shall not cover any property that has been released from the lien imposed by the Deed of Trust.

4. NO warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The Property shall be sold "AS-IS," purchaser will buy the property "at the purchaser's own risk" and "at his peril" and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the Property, subject to any liens or interest of any kind that may survive the sale. Interest persons are encouraged to consult counsel of their choice prior to participating in the sale of the Property.
5. 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, the Mortgagee's Attorney, or the duly appointed 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 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.

CERTIFICATE OF POSTING

My name is John C. Leininger, and my address is 4851 LBJ Freeway, Suite 650, Dallas, Texas 75244. I declare under penalty of perjury that on November 6, 2024, I caused to be filed at the office of the Caldwell County Clerk and to be posted in the foyer at the main entrance of the new Caldwell County Justice Center, 1703 S. Colorado St., Lockhart, Texas 78644, this notice of sale.



John C. Leininger
July 11, 2024

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