

Filed this 23rd day of Jan 2024  
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TERESA RODRIGUEZ  
COUNTY CLERK, CALDWELL COUNTY, TEXAS  
*Yolanda Hernandez* Deputy

**NOTICE OF FORECLOSURE SALE** *Yolanda Hernandez*

January 21, 2026

RE: That one certain Promissory Note (the "Note") dated March 14, 2023, executed by Hidden Path RV Resort, LLC, a Texas limited liability company, as Borrower, and payable to the order of SouthStar Bank, S.S.B., as Lender, secured by (i) a Deed of Trust (the "Deed of Trust") of even date therewith executed by Borrower in favor of David Kapavik, Trustee, covering the herein below described real property, and recorded in Document No. 2023-001522, of the Official Public Records of Real Property of Caldwell County, Texas, and (ii) a Pledge and Assignment of Deposit Account (the "Account Pledge Agreement"), covering the bank account therein described (the "Bank Account"), as described in the Note. The Note is guaranteed by Roy D. Stephens, Sr., individually and Thelma Jane Stephens, individually (collectively, the "Guarantors") by those certain Guaranty Agreements executed by the Guarantors on even date with the Note. The Property which remains as collateral for the Note is described herein below, which includes both real and personal property as described in the Deed of Trust (the "Property").

Borrower/Grantor: *Hidden Path RV Resort, LLC,*  
a Texas limited liability company

Borrower's Grantor's Address: 270 Hidden Path Road  
Lockhart, Texas 78644

Legal Description:

Property:

**BEING 19.974 ACRES OF LAND SITUATED IN THE CORNELIUS CRESHAW SURVEY, ABSTRACT NO. 68, CALDWELL COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN CALLED 20.252 ACRE TRACT OF LAND CONVEYED TO HIDDEN PATH JR LLC BY ROY STEPHENS SR. BY DEED DATED MARCH 4, 2019, AND RECORDED IN DOCUMENT NO. 2019-001110, CALDWELL COUNTY OFFICIAL PUBLIC RECORDS, AS CONVEYED TO HIDDEN PATH RV RESORT LIMITED LIABILITY COMPANY AND DESCRIBED BY DEED DATED JUNE 9, 2022, RECORDED IN DOCUMENT NO. 2022-004628, CALDWELL COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**

Together with:

(A) All buildings and other improvements thereon and hereafter placed thereon, and all fixtures, materials, equipment, apparatus, furniture, furnishings and other property owned by Grantor, now or hereafter installed or used as fixtures on the Land or the improvements thereon, including, but not limited to, all heating, lighting,

refrigeration, plumbing, ventilating, incinerating, water-heating, cooking and air-conditioning equipment, machinery, appliances, fixtures and appurtenances, window screens, window shades, venetian blinds, awnings, drapes, carpets, and other floor coverings and shrubbery and other chattels used or furnished in connection with the operation, use and enjoyment of the Land and the improvements thereon, and all renewals, replacements and substitutions thereof and additions thereto, all of which said property and fixtures shall be deemed to be a part of and affixed to the Land (collectively, the "Improvements"; the Land and the Improvements being collectively referred to hereinafter as the "Real Property");

- (B) Any and all current or future leases, subleases, licenses, concessions or other agreements (whether written or oral, and whether now or hereafter in effect) which grant a possessory interest in and to, or the right to use, all or any part of the Real Property, together with all security and other deposits made in connection therewith and together with any amendments, extensions, renewals or replacements of any of the foregoing (collectively, the "Leases");
- (C) All rents, revenues, income and profits arising from any part of the Real Property and the use thereof, including all rents, revenues, bonus money, royalties, rights and benefits accruing to Grantor under all present and future oil, gas and mineral leases on any part of the Real Property (collectively, the "Rents");
- (D) All of Grantor's right, title and interest in and to all intangible property (collectively, the "Intangible Property"), if any, pertaining to the Real Property or the use thereof, including without limitation, Declarant rights under restrictive covenants and condominium regimes, fiscal deposits held with governmental bodies, transferable utility contracts, transferable telephone exchange numbers, plans and specifications, engineering plans and studies, floor plans, landscape plans, construction plan, utility rights, and consents and licenses;
- (E) All easements, if any, benefitting the Real Property (collectively, the "Easements");
- (F) All of Grantor's current or future right, title and interest in and to plans and specifications for development of or construction of improvements on the Real Property, all bonds, permits, licenses, building permits, site development permits, development agreements, water, wastewater, and storm water agreements and permits, utility contracts and agreements, and other rights and privileges granted with respect to the development and construction and the Real Property, and all contracts and subcontracts relating to construction of improvements on the Real Property (collectively, the "Construction and Development Contracts");
- (G) All of Grantor's current or future right to reimbursement, proceeds, financing proceeds (including from the sale of bonds or other financing) from any public improvement district, municipal utility district, municipal management district, or any

other special district (collectively "Special District") applicable to the Real Property rights of, including the right to control or operate any such Special District (the "Special District Rights");

- (H) All of Grantor's right, title, and interest in and to any current or future sales contracts for sale of the Real Property, including any escrow deposits or payments made prior to closing (the "Sales Contracts");
- (I) All rights and appurtenances pertaining to the Real Property, including without limitation all rights of way, licenses, rights of ingress and egress, remainders, reversions, and reversionary rights or interests, appurtenances, and signage rights used in connection with, pertaining to, or benefitting the Real Property; any strips or gores between or among the Real Property and abutting or adjacent tracts; all water and water rights, and all certificates, permits and adjudications relating thereto applicable to the Real Property; all timber, crops, mineral interests and surface materials in, on, or pertaining to the Real Property; if a condominium, then such units' undivided interest in the common elements designated by the Declaration, including those areas reserved as limited common elements appurtenant to the units and such other rights to use the common elements which have been specifically assigned to the unit in any other manner, including any reserved parking spaces (collectively, the "Rights and Appurtenances"); and
- (J) All the estate, right, title and interest of every nature whatsoever of Grantor in and to all of the foregoing and every part and parcel thereof.

Person appointed as substitute trustee to exercise power of sale under Deed of Trust:

Substitute trustee: **Eric D. Sherer**  
Substitute Trustee's address: **18756 Stone Oak Parkway, Suite 200**  
**San Antonio, Texas 78258**

The substitute trustee was appointed by the Lender, or his heirs, successors or assigns, as beneficiary under the Deed of Trust referred to herein above pursuant to Texas Property Code section 51.0075 to succeed to all title, powers, and duties of the original or successor trustees. The prior substitute trustees appointed by the Lender remain as substitute trustees for the Lender under the Deed of Trust along with the substitute trustee named herein, any one of which is allowed and authorized to exercise any or all of the rights, duties or obligations of the trustee under the Deed of Trust.

Property: The Property described herein above and all improvements, and personal property described in the said Deed of Trust referred to herein above, and all rights and appurtenances thereto.

**Foreclosure Sale:**

Date: **Tuesday, March 3, 2026**

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 **1000 am** and not later than three hours thereafter.

Place: At the place designated for such foreclosure sales by the Commissioner's Court of Caldwell County, Texas.

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 the seller's bid may be by credit against the indebtedness owed under the said Note and Deed of Trust.

Default has occurred in the payment of the Note and under the Deed of Trust and otherwise in the performance of the obligations of the Borrower/Grantor under the Note and Deed of Trust. Because of that default, the Lender as beneficiary under the Deed of Trust has requested the Substitute Trustee to sell the Property. Further, since the Borrower filed a bankruptcy case in Case No. 25-10997-smr, filed in the Western District of Texas, Austin Division, styled *In Re Hidden Path RV Resort, LLC* (the "Bankruptcy Case"), the Lender requested the Bankruptcy Court grant relief from the automatic stay of 11 U.S.C. Section 362, and the Bankruptcy Court granted such relief by Order of the Court dated January 20, 2026, which allows the Lender to proceed with the foreclosure sale described herein, and to exercise any of the other state law remedies available to the Lender with respect to the Property.

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

If the Lender 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 said 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 said 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 interest of the Deed of Trust by the Lender. 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 said 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 in Travis County, Texas.

**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.**

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE LENDER UNDER SAID NOTE AND DEED OF TRUST OR THEIR SERVICER.**



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Eric D. Sherer, Substitute Trustee  
18756 Stone Oak Parkway, Suite 200  
San Antonio, Texas 78258  
(210) 696-6645  
(866) 305-5823 fax  
[esherer@sherer.legal](mailto:esherer@sherer.legal)

EXHIBIT "A"

BEING 19.794 ACRES OF LAND SITUATED IN THE CORNELIUS CRENshaw SURVEY, ABSTRACT NO. 68, CALDWELL COUNTY, TEXAS, SAME BEING A PORTION OF THAT CERTAIN CALLED 20.252 ACRE TRACT OF LAND CONVEYED TO HIDDEN PATH JV LLC BY ROY STEPHENS SR. BY DEED DATED MARCH 4, 2019, AND RECORDED IN DOCUMENT NO. 2019-001110, CALDWELL COUNTY OFFICIAL PUBLIC RECORDS, AS CONVEYED TO HIDDEN PATH RV RESORT LIMITED LIABILITY COMPANY AND DESCRIBED BY DEED DATED JUNE 9, 2022, RECORDED IN DOCUMENT NO. 2022-004628, CALDWELL COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 3" iron pipe found at the southwest corner of said Hidden Path JV LLC called 20.252 acre tract, for the southwest corner of the herein described tract of land, same being at the common southeast corner of that certain called 0.66 acre tract of land conveyed to Betty Magee Balser by deed dated April 25, 1956 and recorded in Volume 267, Page 223, Caldwell County Deed Records, and being in the north line of Caldwell County Road No. 303, aka Hidden Path Road, a variable width public right-of-way;

THENCE North 11°09'56" West (N11°07'38"W Record), with the west line of said Hidden Path JV LLC called 20.252 acre tract and the common east line of said Balser called 0.66 acre tract, along the meanders of a wire fence, a distance 656.27 feet to the center of a hole found drilled in concrete at the north corner of said Balser called 0.66 acre tract, for a corner of the herein described tract of land, same being at a common corner of that certain called 108.129 acre tract of land conveyed to Valley Farm, LLC by deed dated February 21, 2020 and recorded in Document No. 2020-000913, Caldwell County Official Public Records;

THENCE North 11°03'34" West (N11°07'38"W Record), continuing with the west line of said Hidden Path JV LLC called 20.252 acre tract and the common east line of said Valley Farm, LLC, along the meanders of a wire fence, a distance of 289.42 feet to a 1/2" iron rod found at the northwest corner of said Hidden Path JV LLC called 20.252 acre tract, for the northwest corner of the herein described tract of land, same being at the common southwest corner of that certain called 21.624 acre tract of land conveyed to Michael Andrew Davis and wife, Jessica Davis by deed dated July 24, 2015 and recorded in Document No. 2015005623, Caldwell County Official Public Records;

THENCE North 79°04'44" East (N79°05'00"E Record), with the north line of said Hidden Path JV LLC called 20.252 acre tract and the common south line of said Davis called 21.624 acre tract, a distance of 915.83 feet (915.89' Record) to a 1/2" iron rod with orange plastic cap marked "RPLS 5687" set for the northeast corner of the herein described tract of land, same being at the common northwest corner of that certain called 0.433 acre tract of land conveyed to Michael Andrew Davis, II by Hidden Path JV LLC by deed dated April 2, 2020 and recorded in Document No. 2020-001782, Caldwell County Official Public Records, and from which a 1/2" iron rod with orange plastic cap marked "RPLS 5687" set at the southeast corner of said Davis called 21.624 acre tract, the common northeast corner of said Hidden Path JV LLC called 20.252 acre tract and the common northeast corner of said Davis called 0.433 acre tract, same being in the west line of a fenced lane, aka County Road No. 303, bears North 79°04'44" East (N79°05'00"E Record), a distance of 20.00 feet;

THENCE South 10°22'17" East (S10°22'22" E Record) through and severing said Hidden Path JV LLC called 20.252 acre tract, with the west line of said Davis called 0.433 acre tract, a distance of 949.95 feet (951.27' Record) to a 1/2" iron rod with orange plastic cap marked "RPLS 5687" set at the southwest corner of said Davis called 0.433 acre tract, for the southeast corner of the herein described tract of land, same being in the south line of said Hidden Path JV LLC called 20.252 acre tract and the common north line of the aforementioned County Road No. 303, aka Hidden Path Road, and from which a 1/2" iron rod with orange plastic cap marked "RPLS 5687" set at the southeast corner of said Hidden Path JV LLC called 20.252 acre tract and the common southeast corner of said Davis called 0.433 acre tract, bears North 79°20'49" East (N79°21'10"E Record), a distance of 20.00 feet;

THENCE South 79°20'49" West (S79°21'10"W Record), with the south line of said Hidden Path JV LLC called 20.252 acre tract and the common north line of the aforementioned County Road No. 303, aka Hidden Path Road, along the meanders of a wire fence, a distance of 903.23 feet (903.33' Record) to the POINT OF BEGINNING and CONTAINING 19.794 ACRES OF LAND.