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11:18 AM

Notice of Foreclosure Sale

Tuesday, October 7, 2025

TERESA RODRIGUEZ
COUNTY CLERK, CALDWELL COUNTY, TEXAS
BY Yolanda Hernandez Deputy
Yolanda Hernandez

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.

Regarding the following instruments, among others (collectively, the "Loan Documents"):

Current Lender: Spanish Oak Acres Phase 2, LLC

Property address: 127 Spanish Oak Rd, Dale, Texas 78616

Legal description: Lot 7. of Spanish Oak Acres., Phase 2, a subdivision in Caldwell County, Texas, according to the map or plat thereof, recorded in Cabinet E, Slide 9, Plat Records being recorded in Document No. 2024-005533, Official Public Records, Caldwell County, Texas

Dated: 11/22/2024 Amount \$190,000, renewed and extended 11/22/2024

Grantor: (Debtor/ Borrower) Juan Carlos Ponce Hernandez

Grantee: Spanish Oak Acres Phase 2, LLC,

Note Holder: Spanish Oak Acres Phase 2, LLC,

Servicer: TexStar Escrow, 5809 Acacia Circle, El Paso, TX 79912

Substitute Trustee: S. Lee Stevenson, Jr.

Persons appointed as substitute trustee to exercise power of sale under deed of trust: Sharlet Watts, Angela Zavala, Richard Zavala, Jr., Michelle Jones, David Garvin, David Ricker, and S. Lee Stevenson, Jr.

Address to contact substitute trustees: S. Lee Stevenson, Jr, Stevenson & Ricker, Eilan at the Rim, 17806 IH 10 Suite 300, San Antonio Texas 78257, Tel. (210) 690-9944, Text (210) 884-5454 lee@stevensonricker.com.

Foreclosure Sale:

Date: November 4, 2025

Time: The sale of the Property will be held between the hours of 1:00 P.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 1:00 P.M. and not later than three hours thereafter.

Place: The designated area or location which has been designated by the Commissioners' Court where non-judicial foreclosure sales are to take place in Caldwell County, Texas. If the Commissioner's have not designated an area for conducting foreclosure sales, then the sale shall be held at the Caldwell County courthouse.

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 with payment being a cashiers check, except that the Note bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. The successful bidder other than the Note Holder must pay the full purchase price at the time of the sale; the cashier's check must be given immediately after the sale.

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, Note holder, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Note holder's election to proceed against and sell both the real property and any personal

property described in the Deed of Trust in accordance with Note holder's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

The owner of the Note is also acting as the Mortgage Servicer of the Note. The foreclosure will be conducted by the Note holder's representative.

The address of Mortgage Holder and Servicer is stated above.

Therefore, notice is given that on and at the Date, Time, and Place stated above 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.

The Note holder, Servicer or Substitute Trustee reserves the right to postpone, cancel or rescind the Foreclosure Sale at any time. If the sale is canceled or rescinded, 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 Note holder, Servicer or Substitute Trustee reserves the right to withdraw its last bid and reopen the foreclosure sale for additional bidding. The substitute trustee does not answer questions, respond to telephone calls, emails or texts from potential buyers or bidders prior to the sale; likewise the borrowers must contact the lender or servicer for questions about their loan or the foreclosure process. All information concerning the sale is contained in this Notice of Sale. Once the Foreclosure sale has begun and the opening bid placed, the Trustee or Substitute Trustee will not stop the sale to answer questions or give any information concerning the Foreclosure Sale. 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 Note holder. 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. This sale will be conducted subject to the right of rescission contained in section 51.016 of the Texas Property Code. 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.



S. Lee Stevenson, Jr.
Attorney for Note holder and Mortgage Servicer
Stevenson & Ricker
Eilan at the Rim
17806 IH 10 Suite 300
San Antonio Texas 78257
Telephone (210) 690-9944 Text (210) 884-5454
Email: lee@stevensonricker.com