Filed this \_\_\_\_\_ day of \_\_\_\_ Avg \_\_ 20\_25 \_\_\_\_ 1:45 p M \_\_\_\_\_ TERESA RODRIGUEZ COUNTY CLERK, CALDWELL COUNTY, TEXAS By \_\_\_\_\_\_ Deputy Reyna Mijares

STATE OF TEXAS

COUNTY OF CALDWELL

NOTICE OF FORECLOSURE SALE

Deed of Trust, Assignment of Leases and Rents, Fixture Filing, and Security Agreement ("Deed of Trust")

Dated:

12/22/2021

Grantor(s):

Adelaida J Rodriguez

Trustee:

Superior Loan Servicing

Lender:

Solo IRA, LLC

Recorded in:

2022-001265 of the Real Property Records of

Caldwell County, Texas

Secures:

Promissory Note Secured by Deed of Trust ("Note") in the original principal amount of 120.000.00 executed by Grantor(s) and payable to the order of Lender and all other indebtedness of

Grantor(s) to Lender

Property:

The real property and improvements described in

the attached Exhibit A

Substitute Trustee:

Sharlet Watts, Angela Zavala, Michelle Jones,

Richard Zavala, Jr or Deanna Ray

Substitute Trustee's

c/o DWaldman Law, P.C.

Street Address:

5900 Balcones Drive, Suite 100

Austin, TX 78731

Mortgage Servicer:

Superior Loan Servicing

Mortgage Servicer's

7525 Topanga Canyon Blvd. Canoga Park, CA

91303

Address:

Foreclosure Sale:

Date: Tuesday, 09/02/2025

Time: The sale of the Property ("Foreclosure Sale") will

take place between the hours of IPM to 4PM local

time.

Place: OUTSIDE THE MAIN ENTRANCE OF THE

NEW CALDWELL COUNTY JUSTICE

CENTER, LOCATED AT 1703 S. COLORADO

ST., LOCKHART, TEXAS 78644

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 SOLO IRA, LLC's bid may be by credit against the indebtedness secured

by the lien 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. SOLO IRA, LLC, 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 SOLO IRA, LLC's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

Superior Loan Servicing is representing SOLO IRA, LLC in connection with the loan evidenced by the Note and secured by the Deed of Trust under a servicing agreement with Lender. The respective addresses of SOLO IRA, LLC and Superior Loan Servicing are set forth above.

Therefore, notice is given that on and at the Date. Time and Place of Sale described above, Substitute Trustee will sell the Property by public sale to the highest bidder for cash in accordance with the Deed of Trust.

The Deed of Trust permits the Lender to postpone, withdraw, or reschedule the sale for another day. In that case, the Substitute Trustee need not appear at the Date, Time, and Place of Sale described above to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and re-filed in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code. The reposting or re-filing may be after the date originally scheduled for this sale.

Those desiring to purchase the Property will need to demonstrate their ability to pay cash on the day the Property is sold.

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. 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. 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 in "asis, 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to Section 51.0075 of the Texas Property Code, the 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 the Substitute Trustee.

Notice is given that before the Foreclosure Sale Lender may appoint another person as Substitute Trustee to conduct the Foreclosure Sale.

Sharlet Watts Substitute Trustee

STATE OF TEXAS

COUNTY OF CALDWELL

This instrument was acknowledged before me by Sharlet Watts on

Aug 7, 2005

ANGELA ZAVALA
Notary Public, State of Texas
Comm. Expires 02-16-2028
Notary ID 3630422

Notary Public. State of Texas
Commission Expires: 2-16-28

Printed Name: Angela Zavala

## **Exhibit A: Property Description**

LOT 6, IN BLOCK 1, OF THE LOVELAND-SCHNEIDER SUBDIVISION, CITY OF LOCKHART CALDWELL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET A, SLIDE 200, OF THE PLAT RECORDS OF CALDWELL COUNTY, TEXAS.

PROPERTY ADDRESS: 142 ELM STREET, LOCKHART, TX 78644