

Filed this 14th day of July 20 25
11:03 AM

TERESA RODRIGUEZ
COUNTY CLERK, CALDWELL COUNTY, TEXAS

NOTICE OF SUBSTITUTE TRUSTEE'S SALE Sandra Guerra Deputy

STATE OF TEXAS

Sandra Guerra

NOW ALL MEN OF THESE PRESENTS

COUNTY OF CALDWELL

WHEREAS, by Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (herein referred to as the "Deed of Trust") dated August 01, 2023, recorded August 03, 2023, executed by Donald Mitchell Jr. and Angeleke Mitchell, conveyed to H. Allen Hill, Jr. as Trustee, the following property situated in Caldwell County, Texas, to-wit:

Lot 14, Block 7, PARKWAY SUBDIVISION SECTION IV, according to the map or plat thereof, recorded in Cabinet A, Slide 59, Plat Records, Caldwell County, Texas and one-half of the unopened extension of Travis Street abandoned by the City of Lockhart in Ordinance 02-31 approved and adopted September 3, 2002 and recorded in Volume 312, Page 619, Official Public Records, Caldwell County, Texas.

(hereinafter referred to as the "Property"), to secure that one certain Promissory Note therein described in the original amount of \$360,979.86, executed by Donald Mitchell Jr. and Angeleke Mitchell, and made payable to Raymond S. Lee, (hereinafter referred to as the "Note"), which such Deed of Trust is recorded August 03, 2023, in instrument number 2023-004839 of the Official Public Records of Caldwell County, Texas, (hereinafter referred to as the "Deed of Trust Lien"); and

WHEREAS, the undersigned has been appointed as Substitute Trustee, said appointment being in the manner authorized by the Deed of Trust:

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; and

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust, and the indebtedness evidenced therein is now wholly due, and the owner and holder of said indebtedness, Raymond S. Lee, has requested the undersigned to sell the Property in accordance with the terms of the aforesaid Deed of Trust Lien to satisfy same. Pursuant to the Deed of Trust Lien and Warranty Deed with Vendor's Lien (Vendor Lien), if default occurs in payment of the assumed note or in observance of any covenant or condition of any instrument securing the assumed note, the lender of the Note has the right to foreclose the Deed of Trust Lien and the Vendor's Lien. As a result of the default in payment of the assumed note, Raymond S. Lee, now provides this notice of foreclosure; and

NOW THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, the 5th day of August 2025, at 1:00 P.M. to 4:00 P.M., or within three (3) hours thereafter, I will sell, for cash, to the highest bidder the above-described Property at: Caldwell County, Texas *at the following location:*

OUTSIDE THE MAIN ENTRANCE OF THE NEW CALDWELL COUNTY JUSTICE CENTER, LOCATED AT 1703 S. COLORADO ST., LOCKHART, TEXAS 78644.

or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court for sales of property under Tex. Prop. Code §51.002 in Caldwell County, Texas, or

if no place is designated by the Commissioners Court, the sale will be conducted, then within twenty (20) yards of where this notice is posted.

NOTICE IS FURTHER GIVEN that, except to the extent that the Substitute Trustee may obligate the Mortgagors to warrant title to the Property under the terms of the Deed of Trust Lien, sale of the Property is "as is and where is" and without any representations or warranties whatsoever, expressed or implied; all of which are expressly disclaimed. Additionally, sale of the Property shall be subject to all liens, encumbrances, rights, interests and other claims superior to the lien of the Deed of Trust and to all defects, deficiencies and defenses thereto, and no representations or warranties of any nature are made by the Substitute Trustee or the holder of the Note that any lien, encumbrance, right, interest or other claim is or shall be extinguished by the sale, or that defects, deficiencies or defenses do not exist. Further, no representations or warranties whatsoever are made by the Substitute Trustees or the holder of the Note that the highest bidder at the sale will acquire any right, title or interest in or to the property or that any condition, term, agreement, provision, covenant or requirement of the Warranty Deed with Vendor's Lien or applicable law has occurred or has been satisfied. No bidder at sale or purchaser of the property shall be a third party beneficiary of the Note or Warranty Deed With Vendor's Lien, or entitled to rely on any term, agreement, covenant provision thereof, or have or possess a cause of action against any Substitute Trustee or the holder of the Note.

Notice Pursuant to Tex. Prop. Code§ 51.002(i): 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.

By: 

Mark T. Sessums
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Attorney for Raymond S. Lee

By: 

~~Mark T. Sessums, Sharlet Watts, Angela Zavala,
Michelle Jones, Richard Zavala, Jr or Deanna Ray,~~
SUBSTITUTE TRUSTEE(s)