

Notice of Foreclosure Sale

Deed of Trust ("Deed of Trust"):

Dated:

January 30, 2023

Grantor:

Kenneth Gamaliel Segovia, unmarried man and Rodrigo Segovia,

Jr., married man

Trustee:

C. Randall Sims

Lender:

Centennial Bank DBA Happy State Bank

Recorded:

As Instrument or Document No. 00144547, Vol. 2241 P. 207 of

the Official Public Records of Hill County, Texas

Legal Description:

All that certain tract or parcel of land lying and situated in the David Lovell Survey, Abstract No. 533, George McDaniel Survey, Abstract No. 633, Freeman White Survey, Abstract No. 1018 and the Sarah Cook Survey, Abstract No. 1043, Hill County, Texas, being out of the same tract described as 165.47 acres in the Deed to LCTXLP, LLC, dated August 17, 2021, recorded in Volume 2130, Page 380 of the Official Public Records of Hill County, Texas, being more commonly known as Lot 34, containing 3.00 acres, Longview Creek Ranch, according to the Partition Plat recorded in Slide 377B of the Plat Cabinet Records of Hill County, Texas.

Which has the address of Lot 34, Longview Creek Ranch, Itasca, Texas 76055

Secures:

Fixed/Adjustable Rate Note ("Note") dated January 30, 2023, in the principal amount of \$115,200.00, made by Kenneth Gamaliel Segovia and Rodrigo Segovia, Jr. payable to Centennial Bank DBA Happy State Bank, together with all other indebtedness described in the Deed of Trust.

Substitute Trustee:

Donna Stockman, Guy Wiggs, David Stockman, Michelle Schwartz, Janet Pinder, Jeff Benton, Brady Bacon, Jamie Dworsky, Angela Cooper, David Garvin, Martin J. Lehman, or any of them acting alone.

Substitute Trustee's

Street Address: c/o Palmer Lehman Sandberg, PLLC, 8350 North Central

Expressway, Suite 1111, Dallas, Texas, 75206

Foreclosure Sale:

Date: March 4, 2025

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 11:00 a.m. and not later than

three hours thereafter.

Place: At the area (if any) designated by the commissioners' court for

foreclosure sales. If no area has been so designated, then (i) on the steps outside the east door of the courthouse or (ii) interior of courthouse near east door in case of inclement weather, Hill

County Courthouse in Hillsboro, 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 Lender'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, Lender, 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 Lender'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.

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

If 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 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 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 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 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.

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 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.

Date: <u>January 22</u>, 2025

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Martin J Lehman

Attorney for mortgagee or mortgage servicer

Palmer Lehman Sandberg, PLLC

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