

NOTICE OF FORECLOSURE SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

Basic Information

Security Instrument: Deed of Trust ("Deed of Trust")

Dated: May 15, 2023

Grantor: Alma G. Calderon and Edmund A. Calderon

Lender: B1Bank
3010 Gaylord Parkway
Frisco, Texas 75034

Trustee: Matthew Greenman
3000 Enterprise Boulevard
Lake Charles, Louisiana 70601

Substitute Trustee(s): Martha Rossington, T. Reynolds Rossington, Kevin Key or Jay Jacobs

c/o G. Ortega Law, PLLC
7941 Katy Freeway, #230, Houston, Texas 77024

Property: Lot No. 51, Indian Hills, a subdivision situated in Gillespie County, Texas, according to the map or plat of record in Volume 6, Pages 189-190, Plat Records of Gillespie County, Texas.

Recorded: Under instrument number 20232985 in the Official Property Records of Gillespie County, Texas

Secures: Promissory Note (together with all renewals, amendments and modifications thereto, the "Note") dated May 15, 2023 and in the original principal amount of \$174,900.00, executed by Alma G. Calderon ("Borrower," whether one or more) and payable to the order of B1Bank ("Lender"), and all other indebtedness of Borrower to Lender

APR 15 2024
FILED *and post @ 9:31am*
LINDSEY BROWN
COUNTY CLERK-Gillespie Co., Texas
By: *Carrie Streets*
Deputy

Sale Information

1. DATE, TIME AND PLACE OF SALE

Date: The sale shall be held on Tuesday, May 7, 2024.

Time: The sale shall begin at no earlier than 10:00 a.m. and end at 1:00 p.m.

Place: AT THE MAIN FRONT DOOR FACING MAIN STREET OF THE COUNTY COURTHOUSE IN FREDRICKSBURG, GILLISPIE COUNTY, TEXAS, OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE.

2. TERMS OF SALE

Because of the default in performance of the obligations secured by the Deed of Trust, the Substitute Trustee will sell the property "AS IS" by public auction to the highest bidder for cash. In accordance with Texas Property Code section 51.0075, the Substitute Trustee reserves the right to set additional, reasonable conditions for conducting the sale and will announce the conditions before bidding is opened for the first sale of the day held by the Substitute Trustee.

3. INSTRUMENT TO BE FORECLOSED

The security instrument to be foreclosed is the DEED OF TRUST dated May 15, 2023 by Alma G. Calderon and Edmund A. Calderon, as Grantor, to Matthew Greenman, as Trustee, for the benefit of B1Bank as beneficiary (the "Beneficiary"), and recorded under instrument number 20232985 in the Official Property Records of Gillespie County, Texas.

4. APPOINTMENT OF SUBSTITUTE TRUSTEE

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED ABOVE TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF FORECLOSURE SALE. THE PERSON SIGNING THIS NOTICE OF FORECLOSURE SALE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE LENDER/MORTGAGEE OR MORTGAGE SERVICER.

5. OBLIGATIONS SECURED

The indebtedness evidenced by the Note in the original principal amount of \$174,900.00, including all accrued and unpaid interest and all other amounts payable by Borrower to Lender as described in the Note and Deed of Trust and any related documents. Lender is the lien holder of the Deed of Trust and the owner and holder of the Note.

6. PROPERTY TO BE SOLD

The property to be sold is described as follows: Lot No. 51, Indian Hills, a subdivision situated in Gillespie County, Texas, according to the map or plat of record in Volume 6, Pages 189-190, Plat Records of Gillespie County, Texas, together with all of the buildings and improvements now on said land during the existence of this lien; all materials, equipment, fixtures or other property whatsoever now or hereafter attached to, installed in, or used in connection with the buildings and other improvements now erected or hereafter to be erected on said land, including, but not limited to, all heating, plumbing, lighting, water heating, cooking, laundry, refrigerating, incinerating, ventilating, and air conditioning equipment, disposals, dishwashers, refrigerators and ranges, recreational equipment and apparatus, utility lines and equipment (whether owned individually or jointly with others), sprinkler systems, fire extinguishing apparatus and equipment, water tanks, engines, machines, elevators, motors, cabinets, shades, blinds, partitions, window screens, screen doors, storm windows, awnings, drapes, curtains, valances, window coverings and rugs and other floor coverings, ceiling fans, chandeliers, light fixtures and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all of which property and things are hereby declared to be permanent fixtures and accessions to the freehold and part of the realty conveyed herein as security for the indebtedness herein mentioned; all easements and rights of way used in connection with any of the foregoing property or as a means of ingress to or egress from said property; all interests of Grantors in and to any streets, ways, alleys and/or strips of land adjoining said land or any part thereof; all rights, estates, powers and privileges appurtenant or incident to the foregoing; all building materials, supplies or fixtures located on the above described property but not incorporated into the permanent improvements located thereon; and all plans and specifications related in any manner to the improvements constructed or to be constructed thereon.

7. ADDITIONAL PROVISIONS

Default has occurred in the payment of the Note and in the performance of the obligations under the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, has elected to accelerate the Note and the debt owed thereunder, and has requested the Substitute Trustee to sell the Property.

The Deed of Trust encumbers both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell only the real property described in the Deed of Trust in accordance with the Lender's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business Commerce Code.

Notice is hereby given that on the Date, Time and Place for the Foreclosure Sale described above, the Substitute Trustee will sell the Property in accordance with the Terms of the 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 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 be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and in effect and have not been released or subordinated to the Deed of Trust. Prospective bidders are 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 express or implied warranties, except as to the warranties (if any) provided in the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

The Maker of the Note, Alma G. Calderon, executed the Note and Deed of Trust dated May 15, 2023 wherein the Payee is B1Bank, and the collateral is described on the Deed of Trust and includes all buildings, structures and other improvements on said Property now during the existence of this lien as more fully described in this Notice of Foreclosure and in the Deed of Trust.

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 NOTICE OF FORECLOSURE SALE is executed this _____ day of April 2024.

G. ORTEGA LAW, PLLC

/s/ Giancarlo Ortega

Giancarlo "John" Ortega

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ATTORNEYS FOR LENDER B1BANK

Martha Rossington
Name: MARtha ROSSINGTON
Title: Substitute Trustee

CERTIFICATE OF POSTING

I, Martha Rossington, declare under the penalty of perjury that on April 15, 2024, I filed and posted this Notice of Foreclosure Sale on behalf of B1Bank in accordance with the requirements of Gillespie County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).

Martha Rossington
Printed Name: MARtha ROSSINGTON