

Notice of Foreclosure Sale

February 7, 2023

Deed of Trust ("Deed of Trust"):

Dated: December 17, 2021 and recorded on December 21, 2021

Grantor: Vista Homes, LLC

Trustee: Daniel L. De La Cruz

Lender: Jim Andrews and Lola Jane Andrews

Recorded in: Instrument 21004246 of the real property records of Young County, Texas

Legal Description: BEING 152.31 acres out of the George Dedrick Survey, Abstract No. 75, Young County, Texas and being those certain tracts conveyed to Lola Jane Andrews by deeds recorded in Volume 806, Page 447; Volume 818, Page 785; Volume 808, Page 836; and Volume 1129, Page 54 and that certain tract conveyed to Jim Andrews and Lola Andrews by deed recorded in Volume 1190, Page 6659, Young County, Texas and being more particularly described as follows:

BEGINNING at a fence post, found in place, on the South line of that certain tract conveyed to M J Indian Mountain, LLC by deed recorded in Volume 1010, Page 857, said point being the Northeast corner of that certain tract conveyed to Emma Joyce Rehberg by deed recorded in Volume 532, Page 270 and being by deed call - S 89D 37' 00" E, a distance of 1659.80 feet from the Northwest corner of said George Dedrick Survey, for the Northwest corner of this tract;

THENCE S 89D 40' 39" E, along and with the South line of said M J Indian Mountain, LLC tract, a distance of 3874.92 feet to a fence post, found in place, on the West line of F. M. Highway No. 1191, for the Northeast corner of this tract;

THENCE S 39D 21' 13" W, along and with the West line of said F. M. Highway No. 1191, a distance of 479.63 feet to a ½ inch iron rod, set, at the P. C. of a curve to the left;

THENCE Southwesterly, along and with the West line of said F. M. Highway No. 1191 and along and with said curve to the left

having a radius of 1984.84 feet, the chord of which bears S 29D 03' 30" W, a distance of 710.77 feet, arc distance of 714.63 feet to a P. K. nail, set, in Finis Road, for the most Northerly Southeast corner of this tract;

THENCE S 54D 33' 52" W, along and with the centerline of said Finis Road, a distance of 350.34 feet to a P. K. nail, set, at the P. C. of a curve to the right;

THENCE Southwesterly, along and with the centerline of said Finis Road and along and with said curve to the right having a radius of 1152.53 feet, the chord of which bears S 63D 12' 26" W, a distance of 346.38 feet, arc distance of 347.70 feet to a P. K. nail, set, at the P. T. of said curve;

THENCE S 71D 50' 11" W, along and with the centerline of said Finis Road, a distance of 330.07 feet to a P. K. nail, set, at the P. C. of a curve to the right;

THENCE Southwesterly, along and with the centerline of said Finis Road and along and with said curve to the right having a radius of 500.00 feet, the chord of which bears S 82D 09' 13" W, a distance of 179.10 feet, arc distance of 180.07 feet to a P. K. nail, set, in the centerline of Chestnut Road, for an angle point of this tract;

THENCE S 03D 17' 50" W, along and with the centerline of said Chestnut Road, a distance of 644.55 feet to a P. K. nail, set, for an angle point of this tract;

THENCE S 02D 47' 23" W, along and with the centerline of said Chestnut Road, a distance of 392.30 feet to a P. K. nail, set, for an angle point of this tract;

THENCE S 00D 14' 45" W, along and with the centerline of said Chestnut Road, a distance of 242.27 feet to a P. K. nail, set, for the most Southerly Southeast corner of this tract;

THENCE N 89D 36' 00" W, a distance of 941.96 feet to a ½ inch iron rod, set, on the Northeast line of that certain tract conveyed to B. Ellis Burgess, as Trustee for the B. Ellis Burgess Revocable Living Trust by deed recorded in Volume 876, Page 488, for the most Southerly Southwest corner of this tract;

THENCE N 47D 14' 15" W, generally along an existing fence, a distance of 254.80 feet to a ½ inch iron rod, set, for an angle point

of this tract;

THENCE N 45D 15' 50" W, generally along an existing fence, a distance of 796.13 feet to a fence post, found in place, for an angle point of this tract;

THENCE N 15D 32' 40" E, generally along an existing fence and along and with the East line of that certain tract conveyed to Oran B. Chestnut by deed recorded in Volume 532, Page 270, at 809.08 feet a 3/8 inch iron rod, found in place, a total distance of 848.78 feet to a 60d nail, found in place, in the centerline of said Finis Road, for an angle point of this tract;

THENCE N 65D 18' 34" W, along and with the centerline of said Finis Road, a distance of 869.91 feet to a P.K. nail, set, said point being the Southeast corner of said Rehberg tract, for the most Northerly Southwest corner of this tract;

THENCE N 15D 15' 21" E, along and with the East line of said Rehberg tract, a distance of 242.81 feet to a fence post, found in place, for an angle point of this tract;

THENCE N 13D 30' 05" E, along and with the East line of said Rehberg tract, a distance of 638.79 feet to the place of beginning and containing 152.31 acres.

Secures: Promissory Note ("Note") in the original principal amount of \$850,000.00, executed by Vista Homes, LLC ("Borrower") and payable to the order of Lender and all other indebtedness of Borrower to Lender

Property: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, including the real property described in the attached Exhibit A, and all rights and appurtenances thereto

Foreclosure Sale:

Date: Tuesday, March 7, 2023

Time: The sale of the Property will be held between the hours of 11:00 A.M. and 2:00 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: 516 Fourth Street, Graham, Texas 76450, on the front steps of the

Young 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, except that Jim Andrews and Lola Jane Andrews'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, Jim Andrews and Lola Jane Andrews, 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 Jim Andrews and Lola Jane Andrews's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Jim Andrews and Lola Jane Andrews'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 Jim Andrews and Lola Jane Andrews 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 Jim Andrews and Lola Jane Andrews. 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.



Toby L. Reddell
Attorney for Jim Andrews and Lola Jane Andrews
and Substitute Trustee
408 Fourth Street, Suite B
Graham, Texas 76450
Telephone (940) 549-5555
Telecopier (940) 282-2254



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Deed of Trust

Terms

Date: December 17, 2021

Grantor and Grantor's Mailing Address:

VISTA HOMES, LLC, a Texas Limited Liability Company
P.O. Box 7085
Fort Worth, Texas 76111
Tarrant County, Texas

Trustee and Trustee's Mailing Address:

DANIEL L. DE LA CRUZ
408 4th Street, Suite B
Graham, Texas 76450
Young County, Texas

Lender and Lender's Mailing Address:

JIM ANDREWS and wife, LOLA JANE ANDREWS
P.O. Box 7856
Graham, Texas 76450
Young County, Texas

Obligation:

Promissory Note:

Date: December 17, 2021

Original principal amount: EIGHT HUNDRED FIFTY THOUSAND AND
00/100 DOLLARS (\$850,000.00)

Borrowers: VISTA HOMES, LLC

Lender: JIM ANDREWS and wife, LOLA JANE ANDREWS

Maturity date: August 17, 2022

Terms of Payment: As provided in the note.

Other Debt: None

Property (including any improvements):

BEING 152.31 acres out of the George Dedrick Survey, Abstract No. 75, Young County, Texas and being those certain tracts conveyed to Lola Jane Andresw by deeds recorded in Volume 806, Page 447; Volume 818, Page 785; Volume 808, Page 836; and Volume 1129, Page 54 and that certain tract conveyed to Jim Andrews and Lola Andrews by deed recorded in Volume 1190, Page 6659, Young County, Texas and being more particularly described as follows:

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THENCE S 39D 21' 13" W, along and with the West line of said F. M. Highway No. 1191, a distance of 479.63 feet to a ½ inch iron rod, set, at the P. C. of a curve to the left;

THENCE Southwesterly, along and with the West line of said F. M. Highway No. 1191 and along and with said curve to the left having a radius of 1984.84 feet, the chord of which bears S 29D 03' 30" W, a distance of 710.77 feet, arc distance of 714.63 feet to a P. K. nail, set, in Finis Road, for the most Northerly Southeast corner of this tract;

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THENCE N 13D 30' 05" E, along and with the East line of said Rehberg tract, a distance of 638.79 feet to the place of beginning and containing 152.31 acres.

Prior Lien: None.

Other Exceptions to Conveyance and Warranty: All Mineral Estate.

Clauses and Covenants

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this Deed of Trust, this Deed of Trust will have no further effect, and Lender will release this Deed of Trust at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by an insurer(s) and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgagee clauses, and deliver evidence of the Required Insurance

Coverages in a form acceptable to Lender before execution of this Deed of Trust, and again at least ten days before the expiration of the Required Insurance Coverages.

B.2. Grantor agrees to—

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lender of any change of address.

B.3. Grantor will deposit monthly, with Lender or other holder of the Note, in addition to the monthly principal and interest installments, one twelfth of the estimated annual ad valorem taxes on the Property and a one twelfth of the estimated annual insurance premiums for the improvements on the Property. These tax and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Grantor must pay any deficiency within thirty days after notice from Lender or other holder of the Note. Grantor's failure to pay the deficiency will constitute a default under Deed of Trust. If any superior lienholder on the Property is collecting escrow payments for taxes and insurance, this paragraph will be inoperative as long as payments are being made to the superior lienholder.

C. Lender's Rights

C.1. Lender may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy.

C.3. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this Deed

of Trust may, at Lender's discretion, be applied first to amounts payable under this Deed of Trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

C.4. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand, for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment, at the rate stated in the Note for matured unpaid amounts. The amount to be reimbursed will be secured by this Deed of Trust.

C.5. *COLLATERAL PROTECTION INSURANCE NOTICE*

In accordance with the provisions of section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantor as follows:

- (A) the Grantor is required to:
 - (I) keep the collateral insured against damage, in the amount the Lender specifies;
 - (ii) purchase the insurance from an insurer that is authorized to do business in the State of Texas or an eligible surplus lines insurer; and,
- (B) the Grantor must, if required by the Lender, deliver to the Lender a copy of the policy and proof of the payment of premiums; and
- (C) if the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lender may obtain collateral protection insurance on behalf of the Grantor at Grantor's expense.

C.6. If a default exists in payment of the Obligation or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will—

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to any prior lien and any other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order—

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this Deed of Trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the Property is sold under this Deed of Trust, Grantor must immediately surrender possession to the purchaser. If Grantors do not, Grantors will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

E.5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

E.7. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this Deed of Trust, but if the rent exceeds the amount due with respect to the Obligation and the Deed of Trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this Deed of Trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code, as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code, as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.

E.8. Interest on the debt secured by this Deed of Trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically, as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. In no event may this Deed of Trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.10. Grantor may not sell, transfer, or otherwise dispose of any Property, whether voluntarily or by operation of law, without the prior written consent of Lender. If granted, consent may be conditioned upon (a) the grantee's integrity, reputation, character, creditworthiness, and management ability being satisfactory to Lender; and (b) the grantees' executing, before such sale, transfer, or other disposition, a written assumption agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this Deed of Trust, or any other instruments evidencing or securing the Obligation.

If all or part of the Property is sold, conveyed, leased for a period longer than three (3) years, leased with an option to purchase, or otherwise sold (including any contract for deed), without the

Lender's prior written consent, which consent may be withheld in Lender's sole discretion, Lender may declare the balance of the Note to be immediately due and payable. The creation of a subordinate lien, any conveyance under threat or order of condemnation, any deed solely between buyers, or the passage of title by reason of the death of a buyer or by operation of law will not entitle Lender to exercise the remedies provided in this paragraph.

E.11. When the context requires, singular nouns and pronouns include the plural.

E.12. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this Deed of Trust.

E.13. This Deed of Trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.14. If Grantor and Borrower is not the same persons, the term *Grantor* includes Borrower.

E.15. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this Deed of Trust if an attorney is retained for its enforcement.

E.16. If any provision of this Deed of Trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.17. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.

E.18. Grantor represents that this Deed of Trust and the Note are given for the following purposes:

The debt evidenced by the Promissory Note is in part payment of the purchase price of the property; the debt is secured by this Deed of Trust and by a vendor's lien on the property, which is expressly retained in a deed of even date given by JIM ANDREWS AND LOLA JANE ANDREWS to VISTA HOMES, LLC. This Deed of Trust does not waive the vendor's lien, and the lien and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this Deed of Trust.

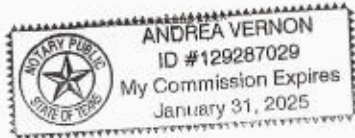
VISTA HOMES, LLC

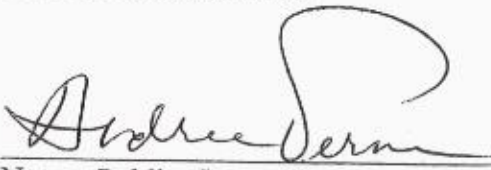
BY: 
BRIAN FRAZIER, Managing Member

STATE OF TEXAS §
COUNTY OF Tarrant §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 17th day of December, 2021,
by BRIAN FRAZIER, Managing Member of VISTA HOMES, LLC.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Brazos Title, LLC
517 Fourth Street
Graham, Texas 76450

KAY HARDIN

COUNTY CLERK



516 Fourth Street
Graham, Texas 76450

PHONE (940) 549-8432

DO NOT DESTROY
WARNING-THIS IS PART OF THE OFFICIAL RECORD

INSTRUMENT NO. 21004246

FILED FOR RECORD ON: DECEMBER 21, 2021 03:01PM 9PGS \$58.00

SUBMITTER: BRAZOS TITLE LLC

RETURN TO:

BRAZOS TITLE LLC
PICK UP

I hereby certify that this instrument was FILED in file number Sequence on the date and at the time stamped here on by me and was duly RECORDED in the Official Public Records of YOUNG COUNTY, TEXAS.

FILED FOR RECORD

BY:

Kay Hardin

Kay Hardin, Young County Clerk

FEB 07 2023

**ANN FORD, COUNTY CLERK
YOUNG COUNTY, TEXAS**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW