

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.

# NOTICE OF TRUSTEE'S SALE

DATE:

February 25, 2025

NOTE: Real Estate Lien Note described as follows:

Date:

December 21, 2022

Maker:

Habitat Haus, LLC.

A Texas Limited Liability Company

Payee:

Nexus Series B, LLC,

A Delaware Limited Liability Company

Original

Principal

Amount:

\$420,000.00

**DEED OF TRUST:** Deed of Trust described as follows:

Date:

December 21, 2022

Grantor:

Habitat Haus, LLC,

A Texas Limited Liability Company

Trustee:

John M. Taylor or Cody R. Coughlin

of Taylor & Coughlin, PLLC, Trustee

Beneficiary:

Nexus Series B, LLC.

A Delaware Limited Liability Company

Recorded:

Document Number 2022140599, in the Official Public Records of

Williamson County, Texas.

LENDER:

Nexus Series B. LLC,

A Delaware Limited Liability Company

BORROWER:

Habitat Haus, LLC,

A Texas Limited Liability Company

PROPERTY:

The real property described as follows:

Lot 1, Block A, GREENHILL SECTION TWO-A, a subdivision in Williamson County, Texas, according to the map or plat recorded in Cabinet D, Slides 239-240, Plat Records of Williamson County, Texas.

Now known as: UNIT A & B, 1800 NICOLE CIRCLE CONDOMINIUMS, a Condominium Project in Williamson County, Texas together with the limited common elements, and an undivided interest in and to the general common elements, as same are defined in the Condominium Declaration thereof recorded as Document No. 2023005814 Official Public Records, Williamson County, Texas, when taken with all Amendments and/or Supplements thereto.

TRUSTEE:

John M. Taylor or Cody R. Coughlin, of Taylor & Coughlin, PLLC, Trustee

TRUSTEE'S MAILING

ADDRESS:

5926 Balcones Drive, Suite 100, Austin, Texas 78731

### DATE AND TIME OF TRUSTEE'S SALE OF PROPERTY:

**April 1, 2025**, the first Tuesday of the month, to commence at **10:00 A.M.**, or within three (3) hours after that time.

#### PLACE OF TRUSTEE'S SALE OF PROPERTY:

The sale will take place at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a deed of trust or other contract lien as follows: AT THE NORTHEAST SIDE OF THE JUSTICE CENTER ANNEX AT 405 MARTIN LUTHER KING, GEORGETOWN, TEXAS, 78626 IN WILLIAMSON COUNTY, TEXAS, OR, IF THE PRECEDING AREA(S) IS/ARE NO LONGER THE AREA(S) DESIGNATED BY THE WILLIAMSON COUNTY COMMISSIONER'S COURT, AT THE AREA MOST RECENTLY DESIGNATED BY THE WILLIAMSON COUNTY COMMISSIONER'S COURT.

#### NOTICE

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU 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.

#### RECITALS

Default has occurred in the payment of the Note and in the performance of the obligations under the Deed of Trust that secures the Note. Because of this default, Lender, the owner and holder of the Note and the Deed of Trust lien under Texas Property Code section 51.002, has requested that Substitute Trustee sell the Property according to the terms of the Deed of Trust and applicable law.

The Deed of Trust may encumber both real and personal property. Formal notice is now given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust, consistent with Lender's rights and remedies under the Deed of Trust and Texas Business and Commerce Code section 9.604(a).

Therefore, notice is given that on the Date and Time of Substitute Trustee's Sale of Property and at the Place of Substitute Trustee's Sale of Property, Substitute Trustee, or any other substitute trustee Lender may appoint, will sell the Property by public sale to the highest bidder for cash or acceptable certified funds, according to the Deed of Trust and applicable law. The sale and conveyance of the Property will be subject to all matters of record applicable to the Property that are superior to the Deed of Trust and to any permitted exceptions to title described in the Deed of Trust. Substitute Trustee has not made and will not make any covenants, representations, or warranties about the Property other than providing the successful bidder at the sale with a deed to the Property containing any warranties of title required by the Deed of Trust. The Property will be sold AS IS, WHERE IS, AND WITH ALL FAULTS.

EXECUTED as of February 25, 2025.

Cody R. Coughlin, rustee

Taylor & Coughlin, PLLC

STATE OF TEXAS SCOUNTY OF TRAVIS

The foregoing instrument was acknowledged before me on the 25<sup>th</sup> day of February 2025, by Cody R. Coughlin the Trustee for the purpose therein stated.

ITSAMARI PEREZ
Notary Public, State of Texas
Comm. Expires 06-13-2027
Notary ID 134406061

Notary Public, State of Texas

## After recording, please return original to:

Taylor & Coughlin, PLLC 5926 Balcones Drive, Suite 100 Austin, Texas 78731