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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.

Notice of Trustee's Sale

Date: November 12, 2024

Note: That certain Promissory Note in the original principal amount of \$350,000.00, dated September 6, 2023, payable to the order of Wallis Bank, executed by **RKSR Investments LLC**, a Texas Limited liability company (the "Note"), secured by that lien set forth in the Deed of Trust described below, recorded in the Official Public Records of Williamson County under Clerk's File No. 2023075359.

Other Indebtedness Secured by the Deed Of Trust:

US Small Business Administration Note in the original principal amount of \$5,000,000.00, dated September 6, 2023, payable to the order of Wallis Bank, executed by RKSR Investments LLC, a Texas Limited liability company

Successor/Substitute

Trustee: Angela Zavala, Richard Zavala, Jr., Michelle Jones, Sharlet Watts, or David Garvin, any to act.

Trustee's Address: The street address for Angela Zavala, Richard Zavala, Jr., Michelle Jones, Sharlet Watts and David Garvin is 8101 Boat Club Road, Suite 320, Fort Worth, Texas 76179.

Deed of Trust: Deed of Trust (With Security Agreement and Fixture Filing)

Effective Date of Deed of Trust: September 6, 2023

Mortgagor/Borrower: RKSR Investments LLC, a Texas Limited liability company

Lender/Mortgagee: Wallis Bank

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Nancy E. Roster
County Clerk, Williamson Co., TX

Recording Information: Deed of Trust (With Security Agreement and Fixture Filing) recorded in the Official Public Records of Williamson County under Clerk's File No. 2023075359

Legal Description: Being all of Lot 12B and Lot 13A in Block A of BREAKAWAY PARK, SECTION 6, AMENDED PLAT OF LOTS 8, 12, AND 13, BLOCK A, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet EE, Slide 283, Plat Records of Williamson County, Texas (the "Real Property").

Property: The Real Property, fixtures, improvements, buildings, and any other real and personal property described in and mortgaged in the Deed of Trust, and all rights and appurtenances thereto.

County: Williamson County, Texas.

Terms of Sale: All cash or cash equivalent, except that the owner and holder of the Indebtedness may bid as a credit against the Indebtedness.

Date of Sale: December 3, 2024

Time of Sale: The Sale of the Property will be held between the hours of 10:00 a.m. and 1:00 p.m. local time; **the earliest at which time the Foreclosure Sale will begin is 10:00 a.m. and not later than three hours thereafter.**

Place of Sale: The foreclosure sale will be conducted in Williamson County outside the lower level door of the Williamson County Justice Center, 405 Martin Luther King St., Georgetown, Texas 78626, or in the area designated by the Commissioner Court of Williamson County, Texas pursuant to § 51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if no such place is so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted).

Default has occurred in the payment of the Note and Other Indebtedness Secured by the Deed of Trust (collectively, the "Indebtedness") and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Indebtedness has requested Successor/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 and/or any Security Agreement executed in connection therewith, 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, Successor/Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

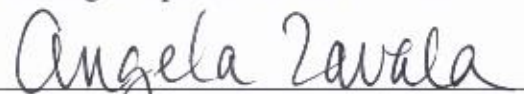
If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

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.

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.

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 Successor/Substitute Trustee.



Angela Zavala, Richard Zavala, Jr., Michelle Jones, Sharlet Watts, or David Garvin, any to act,

Name and Address of Sender of this Notice:

Preston T. Towber
The Towber Law Firm PLLC
1111 Heights Blvd.
Houston, Texas 77008
Attorney for Wallis Bank

Address of Lender:

Wallis Bank

2929 W Sam Houston Parkway N, Suite 300
Houston, Texas 77043
Attention: Mr. Philip Stagg
Executive Vice President