

NOTICE OF SUBSTITUTE TRUSTEE SALE

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.

Date, time, and Place of Sale: The sale is scheduled to be held at the following date, time, and place:

Date: February 6, 2024

Time: The Sale will begin no earlier than 10:00 AM and no later than three hours thereafter. The Sale will be completed by no later than 1:00 PM.

Place: Williamson County Courthouse in Georgetown, Texas, at the following location:
THE NORTHEAST BASEMENT DOOR IN THE NEW ADDITION TO THE WILLIAMSON COUNTY JUSTICE CENTER OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE

Property to be Sold: The property to be sold is described as follows:

Lot 126R (formerly Lots 126 and 127), Block C, CIMARRON HILLS COUNTRY CLUB PHASE TWO, a subdivision in Williamson County, Texas, according to the map or plat recorded in Document No. 2015063062

Instrument to be Foreclosed: The instrument to be foreclosed is the Deed of Trust dated September 29, 2021, and is recorded in the office of the County Clerk of Williamson County, Texas under Document No. 2021157802.

Grantor: ASHBY SIGNATURE HOMES, LLC, a Texas limited liability company at 10:50 o'clock A M

Grantee: KEVIN MCFARLIN

Substitute Trustee: PIERCE P. MACGUIRE

JAN 16 2024

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

Terms of Sale: The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the Grantee thereunder to have the bid credited to the note up to the amount of unpaid debt secured by the deed of trust at the time of sale. Prospective bidders are strongly urged to examine the applicable property records to determine for themselves if they are satisfied with the state of title. Pursuant to Section 51.009 of the Texas Property Code, the property will be sold in "as, where is" condition, without any express or implied warranties, except as to the warranties of title (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 of the Texas Property

(Handwritten initials)

Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

Type of Sale: The sale if a non-judicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by ASHBY SIGNATURE HOMES, LLC. The real property and personal property (if any) will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by Section 9.604(a) of the Texas Business & Commerce Code.

Obligations Secured: The deed of trust provides that it secures the payment of indebtedness and obligations described (collectively the "Obligations") including but not necessarily limited to (1) the promissory note in the original principal amount of \$375,000.00 executed by ASHBY SIGNATURE HOMES, LLC and payable to the order of KEVIN MCFARLIN; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of ASHBY SIGNATURE HOMES, LLC.

The sale will be made, but without covenant or warranty, express or implied, regarding title, possession, or encumbrances, to pay the remaining principal sums on the note secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of trust, interest thereon, fees, charges, and expenses of the Trustee reasonably estimated to be the total amount of **\$299,558.00** at the time of the initial publication of this Notice of Sale. The amount may be greater on the day of the sale.

Questions concerning the sale may be directed to the undersigned or the Lender:

Pierce P. MacGuire
MacGuire Law, PLLC

(516) 384-0463

Dated: _____

January 16, 2024

Pierce P. MacGuire



MacGuire Law, PLLC

609 W. 15th Street

Georgetown, Texas 78626