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at 4:00FILED PM

## NOTICE OF SUBSTITUTE TRUSTEE'S SALE

NOV 2 4 2025

Notice of Substitute Trustee's Sale is provided to:

County Clerk, Williamson Co., TX

Palma Ismael Garcia 1664 County Road 220 Florence, Texas 76527-4331

WHEREAS, Palma Israel Garcia executed a Deed of Trust dated April 15, 2005 ("Deed of Trust"), the said Deed of Trust conveying to the initial trustee, the real estate herein described, in payment of a debt therein described. The Deed of Trust was filed in the Official Public Records of Williamson County, Texas, and is recorded under Instrument Number 2005027805 of the Official Public Records of Williamson County, Texas, to which reference is made for all purposes;

WHEREAS, The Mick Family Partnership, LTD., is the Beneficiary and lender under the Deed of Trust;

WHEREAS, a default has occurred in the payment of said indebtedness and payment obligations contained in the Deed of Trust, and notice of the default of the said Real Estate Lien Note and Deed of Trust has been provided to Palma Israel Garcia, and the default has not been cured, and the said indebtedness is now wholly due;

WHEREAS, written Notice of Substitute Trustee's Sale dated the same date as this notice has been provided to Palma Israel Garcia wherein said Notice of Substitute Trustee's Sale included Beneficiary's declaration that the unpaid principal balance and earned interest is immediately due;

WHEREAS, The Mick Family Partnership, LTD., is the Beneficiary/Mortgagee under the Deed of Trust, and is the owner and holder of the Deed of Trust, any note, and the mortgage created; and, The Mick Family Partnership, LTD., is the legal owner and holder of such indebtedness and the liens securing the same. The Mick Family Partnership, LTD., has: (1) appointed Substitute Trustee(s) to sell the Property to satisfy the indebtedness in accordance with applicable law and the terms and provisions of the Deed of Trust and (2) have requested either one or both of the appointed Substitute Trustee(s) to sell the Property to satisfy the indebtedness in accordance with applicable law and the terms and provisions of the Deed of Trust;

WHEREAS, the defaults have not been cured. Payments of amounts due to under the Deed of Trust and any note remain unpaid and due, and the amounts due have been accelerated;

WHEREAS, Lender/Mortgagee/Owner and holder of said Deed of Trust, mortgage, and note, are exercising Lender's/Mortgagee's/Owner's and holders of the debt rights as provided and authorized in the Deed of Trust and this Notice shall further serve as Lender's Notice of Acceleration of the debt and Notice of Foreclosure Sale and Notice that Mortgagee/Lender, The Mick Family Partnership, LTD., have declared the unpaid principal balance and earned interest on the Deed of Trust and note immediately due as provided in the Deed of Trust and any applicable note. The Foreclosure Sale shall take place as set forth below.

NOW THEREFORE, NOTICE OF THE SUBSTITUTE TRUSTEE'S SALE IS HEREBY GIVEN AS FOLLOWS:

## 1. <u>Date, Place, and Time of Sale:</u>

Date: TUESDAY, JANUARY 6, 2026.

**<u>Time</u>**: The sale shall begin no earlier than 10:00 A.M., or no later than three (3) hours

thereafter.

Place: OUTSIDE THE NORTHEAST LOWER LEVEL DOOR OF THE

WILLIAMSON COUNTY JUSTICE CENTER LOCATED AT 405 MARTIN LUTHER KING (MLK) STREET, GEORGETOWN, TEXAS 78626, or in the area as designated by the Williamson County Commissioners Court, pursuant

to Section 51.002 of the Texas Property Code.

**2.** Property to be Sold: Lot 10 Andice Ridge Subdivision, Abstract No. 423, in Williamson County, Texas, a subdivision of record according to the map or plat thereof recorded in Cabinet O, Slides 125-127, Plat Records of Williamson County, Texas, locally known as 1664 County Road 220, Florence, Texas 76527 ("Property").

- 3. <u>Instrument to be Foreclosed</u>: Deed of Trust or contract lien dated April 15, 2005, and recorded under Instrument Number 2005027805, Official Public Records of Williamson County, Texas, securing the payment of indebtedness, an obligations therein described, including but not limited to any promissory note. The Mick Family Partnership, Ltd. is the mortgagee under the Deed of Trust and under the terms of and or contract lien, and any note evidencing the indebtedness set forth in the Deed of Trust.
- **4. Terms of Sale:** The Property will be sold for cash.

NOTICE IS FURTHER GIVEN, that pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "AS IS, WHERE IS" condition without any express or implied warranties, except as to the warranties of title (if any) provided for in the Deed of Trust.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If the Sale is set aside for any reason, the Purchaser at the sale shall be entitle only to a return of the deposit paid. The Purchaser shall have not further recourse against the Mortgagor, Mortgagee, The Mick Family Partnership, LTD., or their legal counsel.

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 ARMY 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

## <u>ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE</u> <u>SERVICER.</u>

Appointment of Substitute Trustees: The below persons are appointed Substitute Trustee(s) in the place of the said original Trustee identified in the Deed of Trust and Lien Note, upon contingency and in the manner authorized by said Deed of Trust,

James D. Parker The Parker Law Firm, PLLC 1000 Gattis School Road, Suite 650 Round Rock, Texas 78664

Richard Cahan Law Office of Richard Cahan 551 S. IH-35, Suite No. 300 Round Rock, Texas 78664

NOTICE OF ACCELERATION. If the maturity date of the Deed of Trust and applicable note has not been accelerated, the Payee/Mortgagee/Lender, successor trustees of The Mick Family Partnership, LTD., declares the unpaid principal balance and earned interest on the Deed of Trust and note immediately due and hereby accelerates the maturity date of the above-described Deed of Trust and note such that the remaining unpaid principal balance, together with all sums due thereunder, are due and owing at this time.

The Parker Law Firm, PLLC,

James D. Parker

## Certificate of Posting

My name is James D. Parker, and my address is 1000 Gattis School Road, Suite 650, Round Rock, Texas 78664. I declare under penalty of perjury, that on November 24, 2025, I filed at the Office of Williamson County Clerk and caused to be posted at the Williamson County Courthouse, a copy of the Notice of Substitute Trustee's Sale.

Declarant's Name:

James D. Parker

Date: November 24, 2025.