

at 3:30 FILED o'clock P M

FEB 12 2024

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

After Recording, Please Return To:

Jackson Walker L.L.P.
Attn: Justin C. Meyer
1900 Broadway, Suite 1200
San Antonio, Texas 78215

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

DATE: February 12, 2024

NOTE: Promissory Note described as follows:

Date: December 23, 2021
Borrower: Ashby Signature Homes, LLC, a Texas limited liability company
Lender: MCM Family Partners, Ltd., a Colorado limited partnership
Outstanding Principal Amount: \$855,863.56

DEED OF TRUST: Deed of Trust (Security Agreement, Assignment of Rents and Financing Statement) described as follows:

Date: December 23, 2021
Grantor: Ashby Signature Homes, LLC, a Texas limited liability company
Original Trustee: Merlin Lester
Beneficiary: MCM Family Partners, Ltd., a Colorado limited partnership
Recorded as: Document No. 2021195101 in the Official Public Records of Williamson County, Texas
As modified by: That certain First Modification Agreement dated effective February 7, 2023, and recorded as Document No. 2023010478 in the Official Public Records of Williamson County, Texas.

LENDER: MCM Family Partners, Ltd., a Colorado limited partnership

BORROWER: Ashby Signature Homes, LLC, a Texas limited liability company

PROPERTY: The real property more particularly described on **Exhibit A** attached hereto, together with and any and all personal property and fixtures described in the Deed of Trust.

DEED IN LIEU: Lender, through its designee, Huntsville Haus, LLC, a Texas limited liability company ("**Lender's Designee**"), accepted a Warranty Deed, Bill of Sale and Assignment in Lieu of Foreclosure dated September 14, 2023 (the "**Deed in Lieu**"), executed by Ashby Signature Homes, LLC, a Texas limited liability company, as grantor and recorded under Document No. 2023079313 of the Official Public Records of Williamson County, Texas, granting Lender's Designee legal title to the Property.

Pursuant to the terms of the Deed in Lieu, the Deed of Trust remains in effect for the purpose of establishing priority of title to the Property, and if necessary, for foreclosure of the Deed of Trust.

SUBSTITUTE TRUSTEES AND MAILING ADDRESSES: Any of the following, acting independently:

Jeffrey T. Crawford	Jordan J. Hale	Justin C. Meyer
<u>Mailing Address:</u> 115 E 5 th St., Suite 200 Austin, Texas 78701	<u>Mailing Address:</u> 115 E 5 th St., Suite 200 Austin, Texas 78701	<u>Mailing Address:</u> 1900 Broadway, Suite 1200 San Antonio, Texas 78215

DATE AND TIME OF TRUSTEE'S SALE OF PROPERTY:

March 5, 2024, being the first Tuesday of the month, commencing not earlier than 10:00 a.m., or within three hours thereafter.

PLACE OF TRUSTEE'S SALE OF PROPERTY:

At the northeast basement door of the new addition to the Williamson County Justice Center, 405 Martin Luther King, Georgetown, Texas 78626, or such other place designated for real property foreclosures pursuant to Section 51.002 of the Texas Property Code by the Commissioners Court of Williamson County, Texas, in instrument(s) _____ recorded in the real property records of Williamson County, Texas.

A default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust, which secures the Note. Because of such default, Lender, as the holder of the Note and the Deed of Trust lien securing payment of the Note for purposes of Section 51.002 of the Texas Property Code, has requested the Substitute Trustee to sell the Property in accordance with the terms of the Deed of Trust and applicable law.

The Deed of Trust encumbers both real and personal property and fixtures. Formal notice is hereby given of Lender's election to proceed against and sell the real property and any and all personal property and fixtures described in the Deed of Trust, 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 (Texas UCC).

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, the Substitute Trustee herein appointed, or such other substitute trustee as Lender may subsequently appoint, will sell the Property by public sale to the highest bidder for cash or acceptable certified funds, in accordance with 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 which are superior to the Deed of Trust and to the permitted exceptions to title, if any, described in the Deed of Trust. Substitute Trustee has not made and will not make any covenants, representations, or warranties concerning 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 shall be sold "AS IS, WHERE IS", and WITH ALL FAULTS.

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.

[Signature Page Follows]

IN WITNESS WHEREOF, this Notice of Substitute Trustee's Sale has been executed to be enforceable on the Effective Date.



Jeffrey T. Crawford

Address: 115 E 5th St., Suite 200
Austin, Texas 78701

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 2, Block "A", of THE PENINSULA, a subdivision in Williamson County, Texas, according to the map or plat recorded under Document No. 2020166686, Official Public Records, Williamson County, Texas.