

44

FILED  
at 6:34 o'clock P.M.  
APR 15 2025  
Nancy E. Ruter  
County Clerk, Williamson Co., TX

# Notice of Substitute Trustee's Sale

April 11, 2025

("Deed of Trust and Security Agreement")

Dated: November 1, 2021

Grantor: Scott Allen Lopez and Jennifer Lopez

Trustee: Mike Shaw

Lender: R Bank

Recorded in: Clerk's Instrument No. 2021175835, Real Property Records of Williamson County, Texas

Property: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust and Security Agreement, including the real property described as on Exhibit "A" attached hereto and incorporated herein by reference

Secures: Note dated November 1, 2021, executed by Zepol Productions, Inc., and payable to the order of Lender in the original principal amount of \$1,500,000.00

Substitute Trustee: Chase Hamilton, Clark Richards, or Tucker Villarreal. Appointment of Substitute Trustee recorded under Williamson County Clerk's File No. 2025007001

Substitute Trustee's Address: 611 West 15<sup>th</sup> Street, Austin, Texas 78701

## Foreclosure Sale:

Date: Tuesday, May 6, 2025

Time: The sale of the Property will be at 10:00 a.m. or not more than three hours thereafter. The must be concluded by 4:00 p.m.

Place: Outside the northeast lower level door of the Williamson County Justice Center, 405 MLK Street, Georgetown, Texas 78626

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that

Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust and Security Agreement.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust and Security Agreement. Because of that default, Lender, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust and Security Agreement 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 Security Agreement in accordance with Lender's rights and remedies under the Deed of Trust and Security Agreement 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, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust and Security Agreement, 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 Security Agreement and the Texas Property Code.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust and Security Agreement, 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 and Security Agreement. 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 and Security Agreement 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 and Security Agreement. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

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 Substitute Trustee.

**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.**



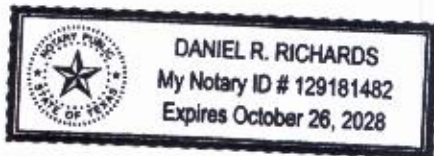


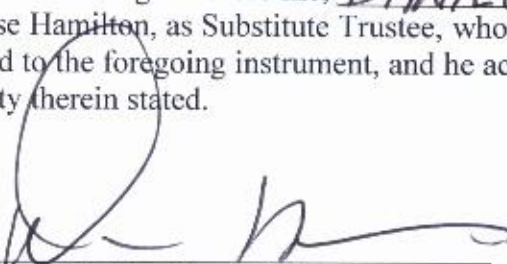
Chase Hamilton, Clark Richards, or Tucker Villarreal, Substitute Trustee

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me, DANIEL RICHARDS on the 11th day of April 2025, by Chase Hamilton, as Substitute Trustee, who is known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same in the capacity therein stated.



  
Notary Public, State of Texas

My Commission expires: 10-26-28

**EXHIBIT "A"**

Lot 4, Block B, SPANISH OAK TERRACE PHASE ONE, according to the map or plat thereof, recorded in Cabinet B, Slide 320, Plat Records, Williamson County, Texas.