

NOTICE OF FORECLOSURE SALE

JUL 27 2026

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

WHEREAS, on January 18, 2023, Dayla Rush, a.k.a. Dayla Murphy ("**Borrower**"), executed a Contract for Improvements with Deed of Trust and Power of Sale (together with any corrections, changes in terms, renewals, modifications or extensions thereof, collectively, the "**Deed of Trust**"), conveying to Dan J. Guarino, as Trustee, certain real property hereinafter described and situated in Williamson County, Texas, to secure Frost Bank, as the Lender, in the payment of that certain Promissory Note dated January 18, 2023, in the original principal balance of \$982,135.00 (together with any corrections, changes in terms, renewals, modifications or extensions thereof, collectively the "**Note**"), which Deed of Trust was recorded on January 23, 2023 as Document No. 2023005637 in the Official Public Records of Williamson County, Texas;

WHEREAS, in accordance with the Deed of Trust, Frost Bank, as the current Lender, appointed Sarah Santos and/or Landon Hankins and/or Rachel Garza and/or Gabriela Justice of Davis & Santos, PLLC, 719 S. Flores Street, San Antonio, Texas 78204, to act as Substitute Trustee; and

WHEREAS, default has occurred under the terms of the Deed of Trust, and the principal balance of the Note plus accrued interest and other fees and costs, and all other indebtedness of Borrower owed to Lender, are now wholly due, and Frost Bank, as Lender, has requested the undersigned to sell the property described in said Deed of Trust and hereinafter described to satisfy said indebtedness;

NOW THEREFORE, notice is given as follows:

1. **Property to be sold.** The property to be sold is described as follows: See Exhibit A.

2. **Instrument to be foreclosed.** The instrument to be foreclosed is the Contract for Improvements with Deed of Trust and Power of Sale, dated January 18, 2023, and recorded on January 23, 2023, as Document No. 2023005637, in the Official Public Records of Williamson County, Texas.

3. **Date, time, and place of foreclosure sale.** The foreclosure sale is scheduled to be held at the following date, time, and place:

Date: Tuesday, September 1, 2026.

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: Outside the northeast lower-level door of the Williamson County Justice Center, at 405 Martin Luther King Jr. Street, Georgetown, Texas 78626.

If the Lender postpones, withdraws, or **reschedules** the sale for another day, the trustee or substitute trustee under the Deed of Trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

4. **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 Lender thereunder to purchase the property, directly or through a designee, and to have the bid credited to the Note or other secured indebtedness up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The 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 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. The sale shall not cover any part of the property that has been released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the Deed of Trust, the Lender has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the Deed of Trust, and at the purchaser's own risk. 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 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.

5. **Type of sale.** The sale is a non-judicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by Dayla Rush, a.k.a. Dayla Murphy.

The property encumbered by the Deed of Trust 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 and Commerce Code.

6. **Obligations secured.** The Deed of Trust provides that it secures the payment of the indebtedness therein described, including, but not limited to, (a) the Promissory Note in the original principal amount of \$982,135.00, executed by Dayla Rush, a.k.a. Dayla Murphy and payable to the order of Frost Bank; and (b) all increases, reductions, renewals, extensions, replacements, rearrangements, reinstatements, refinancings, substitutions, alterations, or modifications of all or part of the Note. Frost Bank is the current owner and holder of such indebtedness and is the Lender under the Deed of Trust.

Questions concerning the sale may be directed to the undersigned or to the Lender, at Frost Bank, Attn: Alan McCabe, 3838 Rogers Road, San Antonio, Texas 78251.

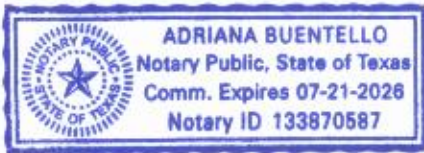
7. **Default and Request to Act.** Default has occurred under the Deed of Trust, and the Lender has requested me, as substitute trustee, to conduct this sale. Notice is given that before the sale, the Lender may appoint another person as substitute trustee to conduct the sale.

8. **Notice regarding military service.** **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.**

Dated: July 16, 2026.


Rachel Garza, Substitute Trustee
Davis & Santos, PLLC
719 S. Flores St.
San Antonio, Texas 78204
Tel: (210) 853-5882
Fax: (210) 200-8395

This instrument was acknowledged before me on July 16, 2026, by Rachel Garza.




Notary Public, State of Texas

EXHIBIT A

15.5822 ACRE PORTION OF A 85.65 ACRE TRACT OF LAND IN THE NATHANIEL H. MIX SURVEY NO. 3, ABSTRACT NO. 411 IN WILLIAMSON COUNTY, TEXAS, FURTHER BEING A PORTION OF THAT CERTAIN TRACT OF LAND CALLED 105 ACRES IN A SPECIAL WARRANTY DEED TO MILTON L. POGUE AND MARILYN J. OLOFF, OF RECORD IN DOCUMENT NO. 2017029872 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at an iron rod found on the northerly right-of-way of County Road 204 at the southwest corner of the referenced 85.65 acre tract, being also at the southeast corner of a 3.87 acre tract conveyed to Donald Denson by instrument of record in Document No. 2012009621, for the southwest corner and the Point of Beginning of the herein described tract;

Thence with common line between the referenced 85.65 acre tract and the said 3.87 acre tract the following courses and distances:

N 56 deg 54 min 01 sec W 142.69 feet to an iron rod; N 68 deg 25 min 31 sec W 262.81 feet to an iron rod; N 68 deg 50 min 13 sec W 82.94 feet to an iron rod;
N 48 deg 54 min 40 sec W 68.46 feet to an iron rod, for the northwest corner of the herein described tract;

Thence traversing across the referenced 85.65 acre tract the following courses and distances:

N 53 deg 00 min 13 sec E passing an iron rod set at 1211.43 feet and continuing for a total distance of 1241.70 feet to a point, for the northeast corner of the herein described tract; S 29 deg 22 min 20 sec E, 349.41 feet to a point;
S 43 deg 52 min 16 sec E 436.07 feet to a point on the said right-of-way, for the southeast corner of the herein described tract;

Thence with the said right-of-way S 68 deg 45 min 56 sec W passing an iron rod set at 32.50 feet and continuing for a total distance of 1043.26 feet to the Point of Beginning, containing 15.5822 acres of land, more or less.