

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

FILED FOR RECORD
2024 OCT 14
CHRISTINA U...
COUNTY OF...
COUNTY OF TOM...

DATE, TIME, PLACE OF SALE:

Date: Tuesday, the 5th day of November, 2024
Time: 10:00 am or not later than three hours after that time
Place: **THE FOYER OF THE EDD B. KEYES BUILDING. IN THE EVENT THAT THE KEYES BUILDING IS CLOSED, THE SALES WILL BE HELD AT THE SOUTH ENTRANCE OF THE KEYES BUILDING, OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE.**
TERMS OF SALE: CASH

DEED OF TRUST INFORMATION - INSTRUMENT TO BE FORECLOSED:

Date: August 23, 2023
Grantor(s): Avantbliss Group, LLC
Original Mortgagee: Velocity Commercial Capital, LLC
Original Principal: \$945,000.00
Recording Information: Deed Inst. # 202311153
Current Mortgagee/Beneficiary: U.S. Bank Trust Company, National Association, as Trustee for Velocity Commercial Capital Loan Trust 2023-4

Secures:
Term Note (the "Note") in the original principal amount of \$945,000.00 and all obligations contained therein. All sums secured by the Deed of Trust, (the "Deed of Trust") have been and are hereby declared immediately due and payable as a result of default under the Note and/or Deed of Trust.

MODIFICATIONS AND RENEWALS:

As used herein, the terms "Note" and "Deed of Trust" mean the Note and Deed of Trust as modified, renewed, amended, corrected and/or extended.

PROPERTY TO BE SOLD:

Property County: Tom Green
Property Description: (See Attached Exhibit "A")
Property Address: 608 West Avenue M, San Angelo, Texas 76903
Condition and Important Recitals: Should a conflict occur between the property address and the legal description contained in "Exhibit A" the legal description shall control. The property will be sold "AS IS" without any representations, warranties, or recourse, and subject to any liens or interests that may survive the sale. Any purchaser who purchases the property does so at his/her/its own risk and is strongly encouraged engage in significant due diligence prior to sale.

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer represents the Current Mortgagee pursuant to a mortgage servicing agreement with the Mortgagee. Pursuant to Texas Property Code § 51.0025, as well as the mortgage servicing agreement, the Mortgage Servicer is authorized to collect the debt and to institute foreclosure of the deed of trust referenced above. The Mortgage Servicer information is below:

Master Mortgage Servicer: N/A
Mortgage Servicer Address: N/A

SUBSTITUTE TRUSTEE(S): Virgil Jordan, Terry Browder, Laura Browder or Jamie Osborne, or any.

SUBSTITUTE TRUSTEE ADDRESS: 1320 Greenway Dr., Ste. 780, Irving, TX 75038

DOCUMENT PREPARED BY:
McCalla Raymer Leibert Pierce, LLC
1320 Greenway Drive, Ste. 780, Irving, TX 75038
AS ATTORNEY FOR THE HEREIN
IDENTIFIED MORTGAGEE AND/OR
MORTGAGE SERVICER

Jamie Osborne

Certificate of Posting

I am Jamie Osborne whose address is 1042 Blair St Abilene TX. I declare under penalty perjury that I filed and/or recorded this Notice of Foreclosure Sale at the office of the Tom Green County Clerk and caused it to be posted at the location directed by the Tom Green County Commissioners.

Return to: Jay.Jordan@mccalla.com or 1320 Greenway Drive, Ste. 780, Irving, TX 75038

referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien imposed by the Deed of Trust.

4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for the particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be sold "AS-IS", purchaser's will buy the property "at the purchaser's own risk" and "at his peril" and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interest of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.
5. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.

Pjmes

Jamie Osborne

Michael J. Burns / Jonathan Smith/ Gabrielle A. Davis/ Paige Jones

CERTIFICATE OF POSTING

My name is Jamie Osborne, and my address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on 10-14-24, I filed at the office of the Tom Green County Clerk to be posted at the Tom Green County courthouse this notice of sale.

Jamie Osborne

Declarant's Name: Jamie Osborne

Date: 10-14-24

Padgett Law Group
546 Silicon Dr., Suite 103

Southlake, TX 76092

TXAttorney@PadgettLawGroup.com
(850) 422-2520