

NOTICE OF NON-JUDICIAL FORECLOSURE SALE

WHEREAS, on **January 10, 2022**, **Brett Joseph** ("Mortgagors", whether one or more), executed that certain deed of trust ("Deed of Trust") in favor of **Clifford D. Harmon**, Trustee which deed of trust secures the payment of that certain promissory note of even date therewith in the original amount of **\$105,000.00**, payable to the order of **Priority Investor Loans, LLC**, which Deed of Trust is recorded under Clerk's File No. **2022-00243** in the **Real Property Records of Calhoun County, Texas**, and covers all of the real property, personal property, and fixtures described therein, including, but not limited to, all of the following described property, rights and interests (the "Property"), to-wit:

All of that certain tract or parcel containing **0.96 acre** situated in the **William Arnold Survey, Abstract No. 2 of Calhoun County, Texas** and being a part of "**C**" Street in described as **0.16 acre** in deed dated **August 23, 2012** from **Calhoun County to William S. Lawton** recorded in File No. **131299** of the **Calhoun County Official Records** and also being all of **Lots 1 through 4 in Block 35** of the **Olivia Townsite** recorded in **Volume Z, Page 138** of the **Calhoun County Plat Records**. Said **0.96 acre** is more fully described by metes and bounds as follows:

BEGINNING at an existing **1/2 inch iron rod (N=13,426,493.79, E=Z,784,096.80)** located at the intersection of the **South line of Fifth Street** with the centerline of "**C**" Street and at the **Northeast corner** of the above referenced **0.16 acre tract** for the **Northeast corner** of this **0.96 acre** being described;

THENCE **South 02deg 16' 26" East** [deed call= **South 00d 00' 00" East**] with the **East line** of the said **0.16 acre tract** and the original center line of "**C**" Street and in part with an interior line of a **0.24 acre tract** described in deed recorded in File No. **130818** of the **Calhoun County Official Records**, a distance of **200.00 feet** [deed call = **200.00 feet**] to an existing **1/2 inch iron pipe** located at an interior corner of the said **0.24 acre tract** and at the **Southeast corner** of the said **0.16 acre tract** for the **Southeast corner** of this **0.96 acre** being described;

THENCE **South 87deg 43' 34" West** [deed call= **South 90d 00' 00" West**], with the **South line** of the said **0.16 acre tract** and an interior line of the said **0.24 acre tract** and the common line of the said **Lot 4 and Lot 5 in Block 35**, passing an existing **1/2 inch iron pipe** located on line at the common corner of the said **0.24 acre tract** and the said **0.16 acre tract** and at the common corner of the said **Lot 4 and Lot 5** at a distance of **35.00 feet** [deed call= **35.00 feet**] and continuing a total distance of **175.00 feet** to a **5/8 inch iron rod with plastic cap** set in the **East line** of a **20 Foot Wide Alley** and at the **Northwest corner** of the said **Lot 5** and at the **Southwest corner** of the said **Lot 4** for the **Southwest corner** of this **0.96 acre** being described;

THENCE **North 02deg 16' 26" West**, with the **West line** of the said **Lots 4, 3, 2 and 1** and the **East line** of the said **20 Foot Wide Alley**, a distance of **200.00 feet** to a **5/8 inch iron rod with plastic cap** set in **South line** of **Fifth Street** at the **Northwest corner** of the said **Lot 1** for the **Northwest corner** of this **0.96 acre** being described;

THENCE **North 87deg 43' 34" East** [deed call = **North 90d 00' 00" East**], with the **South line** of **Fifth Street** and the **North line** of the said **Lot 1** and the **North line** of the said **0.16 acre tract**, passing an existing **1/2 inch iron rod** located on line at the **Northeast corner** of **Lot 1** and the **Northwest corner** of the said **0.16 acre tract** at a distance of **140.00 feet** [plat call = **140 feet**] and continuing a total distance of **175.00 feet** to the **PLACE OF BEGINNING**, containing within these metes and bounds **0.96 acre**, more or less, commonly known as **57 5th Street, Port Lavaca, Texas 77979**; and

WHEREAS, the Trustee named in the Deed of Trust having been removed, the legal owner of the indebtedness described in the Deed of Trust appointed **Jo Woolsey, Bob Frisch, Janice Stoner, Jodi Steen, David Garvin, Clifford D. Harmon, Kelly Goddard and Turrie Silva** or any one of them, as Substitute Trustee each being **FILED** as the "Substitute Trustee", upon the contingency and in the manner authorized by the Deed of Trust, and **10** O'CLOCK **12** M

DEC 17 2024

ANNA GOODMAN
COUNTY CLERK, CALHOUN COUNTY, TEXAS
DEPUTY: *Kelley Smith*

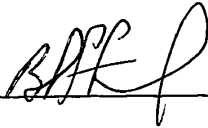
WHEREAS, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and Priority Investor Loans, LLC, the legal owner of such indebtedness and the liens securing same, has requested any one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **TUESDAY, January 07, 2025**, being the first Tuesday of such month, at the county courthouse of **Calhoun County, Texas**, the Substitute Trustee will sell the Property at public vendue to the highest bidder for cash; provided that the owner of the indebtedness secured by the Deed of Trust may bid a credit against such indebtedness. The sale will take place at the **Calhoun County Courthouse**, or at such other location as set by the Commissioners Court of such county from time to time, which is the area designated by such Commissioners' Court for sales of real property under a power of sale conferred by a deed of trust or other contract lien.

NOTICE IS FURTHER GIVEN that the foreclosure sale will occur at **11:00 a.m.**, or not later than three (3) hours after such time; such time being between the hours of 10:00 a.m. and 4:00 p.m. on said **TUESDAY, January 07, 2025**.

NOTICE IS FURTHER GIVEN that, except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title to the Property under the terms of the Deed of Trust, conveyance of the Property shall be made without any representations or warranties whatsoever, express or implied.

WITNESS my hand as of December 17, 2024.



Signature
Bob L. Frisch, Substitute Trustee
Printed Name

Matter No. 1872

FOR INFORMATION CONTACT: Clifford D. Harmon, 14860 Montfort, Suite 111, Dallas, Texas 75254. All substitute trustees may be contacted through that address.