

VG-371-2025-13

Blanco County
Laura Walla
Blanco County Clerk

Instrument Number: 13

Foreclosure Posting

Recorded On: July 09, 2025 11:59 AM

Number of Pages: 9

" Examined and Charged as Follows:"

Total Recording: \$3.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 13
Receipt Number: 20250709000010
Recorded Date/Time: July 09, 2025 11:59 AM
User: Sheila M
Station: cclerk01

Record and Return To:

AKA LITIGATION



STATE OF TEXAS

Blanco County

**I hereby certify that this Instrument was filed in the File Number sequence on the date/time
printed hereon, and was duly recorded in the Official Records of Blanco County, Texas**

Laura Walla
Blanco County Clerk
Blanco County, TX

NOTICE OF FORECLOSURE SALE

STATE OF TEXAS §
 §
COUNTY OF BLANCO §

WHEREAS, on February 2, 2017, Pearce Development, LLC ("**Pearce Development**"), executed a Deed of Trust (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 Blanco County, Texas, which Deed of Trust was recorded on February 28, 2017, as Document No. 170608 in the Official Public Records of Blanco County, Texas;

WHEREAS, the Deed of Trust secures Frost Bank ("**Lender**"), as the Lender, in the payment of certain obligations, including without limitation, that certain Promissory Note, dated June 23, 2021, executed by Texas FABCO Solutions, Inc. ("**Texas FABCO**"), in the original principal amount of \$5,000,000.00, as well as Promissory Note, dated September 13, 2019, executed by Pearce Development, in the original principal amount of \$1,480,000.00 (together with any corrections, changes in terms, renewals, modifications or extensions thereof, collectively the "**Notes**");

WHEREAS, in accordance with the Deed of Trust, Lender appointed Sarah Santos and/or Landon Hankins 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 Notes plus accrued interest and other fees and costs, and all other indebtedness of Pearce Development and Texas FABCO 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:

Tract 1: A description of a 24.93 acre tract of land being a portion of that 33.13 acre tract of land described in Volume 487, Page 860 of the Official Public Records of Blanco County, Texas, situated in the D. Horsfall Survey No. 505, Abstract 295 in said county, said 24.93 acres as shown on the accompanying map being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Tract 2: A description of a 60 foot wide access easement being a portion of that 2.16 acre tract of land described in Volume 487, Page 860 of the Official Public Records of said county and being a portion of that 33.13 acre tract of land described in Volume 487, Page 860 of the Official Public Records of said county, situated in the D. Horsfall Survey No. 505, Abstract No. 295 in said county, the east line of said 60 foot wide access easement, as shown on the accompanying map being more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes.

The real property or its address is commonly known as 230 RR 962 E., Round Mountain, Texas 78663.

2. **Instrument to be foreclosed.** The instrument to be foreclosed is the Deed of Trust dated February 2, 2017, and recorded on February 28, 2017, as Document No. 170608 in the Official Public Records of Blanco 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, August 5, 2025.

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: The south entrance of the Blanco County Courthouse or as designated by the Commissioner's Court of Blanco County, Texas.

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 Notes 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 Pearce Development, LLC.

The real 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 certain obligations, including without limitation, (a) the Promissory Note, in the original principal amount of \$5,000,000.00, executed by Texas FABCO, and payable to the order of Frost Bank; (b) the Promissory Note, in the original principal amount of \$1,480,000.00, executed by Borrower, and payable to the order of Frost Bank; (c) all increases, reductions, renewals, extensions, replacements, rearrangements, reinstatements, refinancings, substitutions, alterations, or modifications of all or part of the Notes; and among other things, (d) all indebtedness, liabilities, and obligations of Pearce Development or Texas FABCO, whether actual or contingent, due or to

become due and existing or arising from time to time, under or in connection with any agreement with and Lender. 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: Joseph Rhodes, 111 W. Houston, San Antonio, Texas 78205.

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.

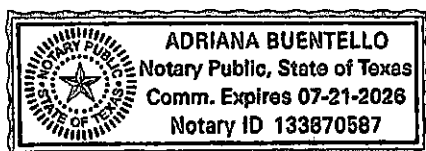
8. **Notice regarding military service.** Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or 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 7, 2025.



Landon Hankins, 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 7, 2025, by Landon Hankins.



Notary Public, State of Texas

Exhibit "A"

A DESCRIPTION OF A 24.93 ACRE TRACT OF LAND BEING A PORTION OF THAT 33.13 ACRE TRACT OF LAND DESCRIBED IN VOLUME 497, PAGE 860 OF THE OFFICIAL PUBLIC RECORDS OF BLANCK COUNTY, TEXAS, SITUATED IN THE D. HORSTALL SURVEY NO. 905, ABSTRACT NO. 295 IN SAID COUNTY, SAID 24.93 ACRES AS SHOWN ON THE ACCOMPANYING MAP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a 3 inch metal post for the southwest corner of said 24.93 acres, being the southwest corner of said 33.13 acres, being the northwest corner of that certain tract of land described in Volume 50, Page 684 of the Deed Records of said County and being in the east right of way line of U.S. Highway No. 281;

THENCE along the west line of said 24.93 acres, being the west line of said 33.13 acres and being the east line of said Highway, N18°40'38"E, 1187.77 feet to a 1/4 inch iron rod set for the northwest corner of said 24.93 acres;

THENCE along the north line of said 24.93 acres, crossing said 33.13 acres, the following three (3) courses;

1. S71°31'05"E, 487.04 feet to a 1/4 inch iron rod set,
2. N13°21'51"E, 177.37 feet to a 1/4 inch iron rod set,
3. N84°33'39"E, 421.28 feet to a 1/4 inch iron rod set for the northeast corner of said 24.93 acres, being in the east line of said 33.13 acres and being in that 100.00 acre tract of land described in Volume 324, Page 247 of the Deed of Trust Records;

THENCE along the east line of said 24.93 acres, being the east line of said 33.13 acres and being the west line of said 100.00 acres, S05°28'10"E, 621.01 feet to a 1/4 inch metal post for an upper southeast corner of said 24.93 acres, being the southwest corner of said 100.00 acres and being the northeast corner of that certain 5.00 acre tract of land described in Volume 342, Page 798 of the Official Public Records of said County;

THENCE along an interior line of said 24.93 acres, being an interior line of said 33.13 acres and being the north line of said 5.00 acres, S88°53'30"W, 305.12 feet to a 1/4 inch iron rod found for an upper south corner of said 24.93 acres, being an upper south corner of said 33.13 acres and being the northwest corner of said 5.00 acres;

THENCE along an interior east line of said 24.93 acres, being an interior east line of said 33.13 acres and being the west line of said 5.00 acres, S05°28'10"E, 567.64 feet to a 1/2 inch iron rod set for a lower southeast corner of said 24.93 acres, being a lower southeast corner of said 33.13 acres, being the southwest corner of said 5.00 acres and being in the north line of said tract described in Volume 90, Page 684;

THENCE along the south line of said 24.93 acres, the south line of said 33.13 acres and being the north line of said tract described in Volume 90, Page 684, the following three (3) courses;

1. S88°53'30"W, 255.15 feet to a 3 inch metal post,
2. N46°27'50"W, 74.54 feet to a 3 inch metal post,
3. S82°25'46"W, 734.57 feet to the POINT OF BEGINNING containing 24.93 acres of land, more or less.

Exhibit "B"

TOGETHER WITH A 60 FOOT WIDE ACCESS EASEMENT

A DESCRIPTION OF A 60 FOOT WIDE ACCESS EASEMENT BEING A PORTION OF THAT 2.16 ACRE TRACT OF LAND DESCRIBED IN VOLUME 487, PAGE 860 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND BEING A PORTION OF THAT 33.13 ACRE TRACT OF LAND DESCRIBED IN VOLUME 487, PAGE 860 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SITUATED IN THE D. HORSPALL SURVEY NO. 505, ABSTRACT NO. 295 IN SAID COUNTY, THE EAST LINE OF SAID 60 FOOT WIDE ACCESS EASEMENT, AS SHOWN ON THE ACCOMPANYING MAP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a $\frac{1}{4}$ inch iron rod found for the northeast corner of said 60.00 foot wide access easement, being the northeast corner of that certain 2.16 acre tract of land described in Volume 487, Page 860 of the Official Public Records of said County and being in the south line of R.M. Highway No. 962:

THENCE along the east line of said 60.00 foot wide access easement, being the east line of said 2.16 acres and being 60.00 feet east of and parallel with the west line of said 60.00 foot wide access easement, $S83^{\circ}43'58''E$, 214.57 feet to a cedar post for the southeast corner of said 2.16 acres, being a lower northeast corner of said 33.13 acres;

THENCE continuing along the east line of said 60.00 foot wide access easement, being the east line of said 33.13 acres, $S85^{\circ}28'10''E$, 261.77 feet to a $\frac{1}{4}$ inch iron rod set for the POINT OF TERMINATION of said 60.00 foot wide access easement.