

VG-371-2025-14

Blanco County
Laura Walla
Blanco County Clerk

Instrument Number: 14

Foreclosure Posting

Recorded On: July 09, 2025 11:59 AM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$3.00

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

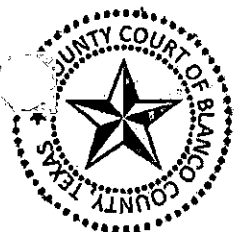
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 14
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 September 13, 2019, 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 September 17, 2019 as Document No. 193190 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 Borrower, 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, Frost Bank 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:

Being a 10.36 acres of land, more or less, being a portion of that 33.13 acre tract of land described by deed recorded in Volume 487, Page 860, Official Public Records, Blanco County, Texas, and being all of that 2.16 acre tract of land described in Volume 487, Page 860, Official Public Records, Blanco County, Texas, situated in the D. Horsfall Survey No. 505, Abstract No. 295, Blanco County, Texas. Said 10.36 acres being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

The real property or its address is commonly known as 178 FM 962, Round Mountain, Texas 78663.

2. **Instrument to be foreclosed.** The instrument to be foreclosed is the Deed of Trust dated September 13, 2019, and recorded on September 17, 2019, as Document No. 193190 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 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 Pearce Development, 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 Texas FABCO or Pearce Development, 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 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.


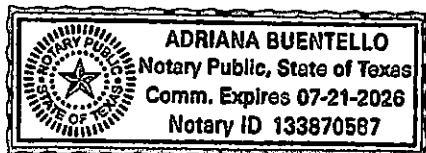
8. **Notice regarding military service.** Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or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

HAMBRIGHT LAND SURVEYING

P.O. BOX 1276
JOHNSON CITY, TEXAS 78636

PHONE: (830) 868-2574
FAX: (830) 868-2576

JUNE 17, 2014, JOB NO. 014-135, FIELD NOTE NO. 014-135-2, PROJECT:
10.37 ACRES

FIELD NOTES

A DESCRIPTION OF A 10.36 ACRE TRACT OF LAND BEING AN 10.36 ACRE PORTION OF THAT 33.13 ACRE TRACT OF LAND DESCRIBED IN VOLUME 487, PAGE 860 OF THE OFFICIAL PUBLIC RECORDS OF BLANCO COUNTY, TEXAS AND BEING ALL OF THAT 2.16 ACRE TRACT OF LAND DESCRIBED IN VOLUME 487, PAGE 860 OF THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, SITUATED IN THE D. HORSEALL SURVEY NO. 505, ABSTRACT NO. 295 IN SATD COUNTY, SAID 10.36 ACRES AS SHOWN ON THE ACCOMPANYING MAP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a ¼ inch iron rod set for the southwest corner of said 10.36 acres, being in the west line of said 33.13 acres and being in the east right of way line of U.S. Highway No. 281;

THENCE along the west line of said 10.36 acres, being the west line of said 33.13 acres and being the east line of said Highway, N18°40'38"E, 522.86 feet to a concrete highway monument found for the northwest corner of said 10.36 acres, being the northwest corner of said 33.13 acres and being in the south line of R.M. Highway No. 962;

THENCE along the north line of said 10.36 acres, being the north line of said 33.13 acres and being the south line of said Highway, N87°57'02"E, 292.84 feet to a metal fence post for the being the northwest corner of said 2.16 acre;

THENCE continuing along the north line of said 10.36 acres, being the north line of said 2.16 acres and being the south line of said Highway, N87°01'29"E, 438.77 feet to a ¼ inch iron rod found for the northeast corner of said 10.36 acres, being the northeast corner of said 2.16 acres and being in the west line of that certain 100.00 acre Tract 2 described in Volume 324, Page 247 of the Deed of Trust Records of said County;

THENCE along the east line of said 10.36 acres, being the east line of said 2.16 acres and being the west line of said 100.00 acres, S03°43'58"E, 214.57 feet to a metal fence post for the southeast corner of said 2.16 acres, being the northeast corner of said 33.13 acres;

THENCE continuing along the east line of said 10.36 acres, being the east line of said 33.13 acres and being the west line of said 100.00 acres, S05°28'10"E, 261.77 feet to a ¼ inch iron rod set for the southeast corner of said 10.36 acres;

THENCE along the south line of said 10.36 acres, crossing said 33.13 acres, the following three (3) courses;

1. S84°33'39"W, 421.28 feet to a ¼ inch iron rod set,
2. S18°21'51"W, 177.37 feet to a ¼ inch iron rod set,
3. N71°31'05"W, 487.04 feet to the POINT OF BEGINNING containing 10.36 acres of land, more or less.

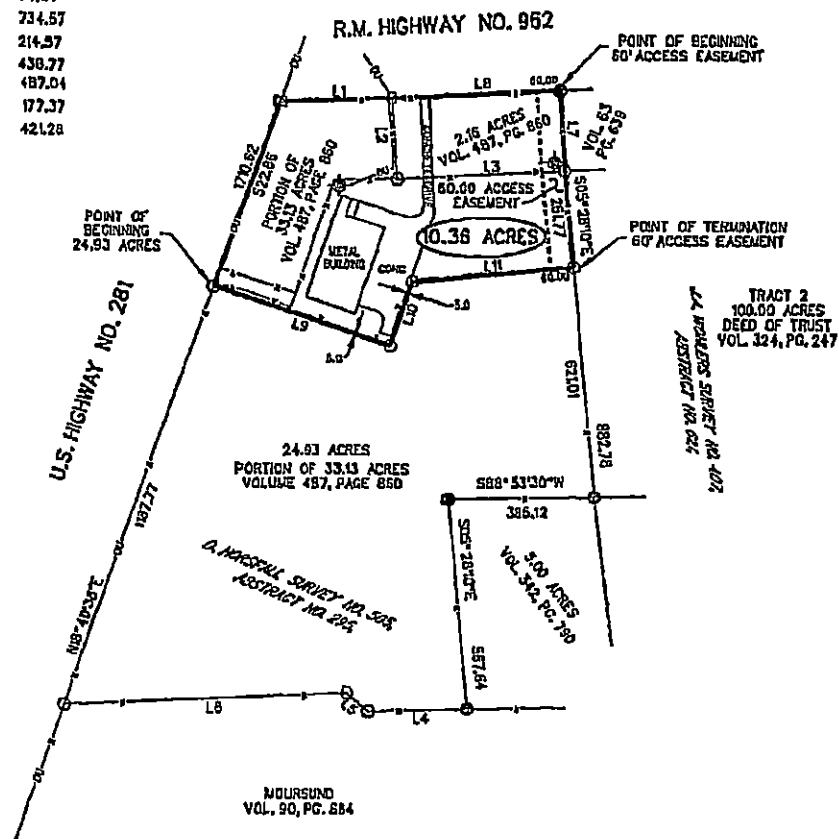
EXHIBIT "A"
PAGE 1 OF 2

FN 014-135-2



06-17-14

LINE	DIRECTION	DISTANCE
L1	N87°57'02"E	292.84
L2	S04°22'28"E	215.52
L3	N86°54'18"E	436.35
L4	S88°53'30"W	256.15
L5	N48°27'50"W	74.84
L6	S87°25'46"W	734.57
L7	S03°43'58"E	214.57
L8	N87°07'29"E	438.77
L9	S71°31'05"E	487.04
L10	N18°21'51"E	177.37
L11	N84°13'38"E	421.28



I, RANDALL H. HAMBRIGHT, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT I HAVE MADE A SURVEY ON THE GROUND OF THE PROPERTY SHOWN HEREON AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC ROADWAY.

DATE

RANDALL H. HAMBRIGHT, R.P.L.S. NO. 5283



06-17-14

EXHIBIT "A"
PAGE 2 OF 2

LEGEND

- 1/2" IRON ROD SET
- FENCE POST
- 1/2" IRON ROD FOUND
- WIRE FENCE
- CONCRETE MONUMENT FOUND
- ⊕ WATER WELL
- OU— OVERHEAD UTILITIES



BEARING BASIS IS NAD 1983, GRID NORTH

MAP TO ACCOMPANY FIELD NOTE NO. 014-138

DATE 06-17-14
JOB NO. 014-05

HAMBRIGHT LAND SURVEYING

P.O. BOX 1226
JOHNSON CITY, TEXAS 76828
PHONE (817) 858-2874
FAX (817) 858-2878
EMAIL: HAMBRIGHTSURVEY@GMAIL.COM

SURVEY OF A 10.36 ACRE TRACT OF LAND
SITUATED IN THE O'HORSFALL SURVEY NO.
805, ABSTRACT NO. 295, BLANCO COUNTY, TEXAS