

NOTICE OF FORECLOSURE SALE

COPY

Date: July 1, 2025

Deed of Trust ("Deed of Trust"):

Dated: December 19, 2001
Grantor: John W. Nelums
Trustee: Richard R. Corkhill
Lender: Sanford Schmid
Recorded in: Volume 1156, Page 347, Official Records of Fayette County, Texas
Secures: Real Estate Mortgage Note ("Note") in the original principal amount of \$134,100.00 executed by John W. Nelums ("Borrower") and payable to the order of Lender and all other indebtedness of Borrower to Lender
Property: All that certain lot or parcel of land, a part of the John H. Moore 1/2 League, situated in Fayette County, Texas, and a part of Lots Nos. 309, 310 and 312 and all of Lot No. 311, Block No. 35 of the John H. Moore Plan of the City of La Grange, Texas, as shown upon the copy of the R. A. Doss Map of said City of La Grange, and as more particularly described by metes and bounds in Deed of Trust recorded in Volume 1156, Page 347, Official Records of Fayette County, Texas

Current Owner and

Holder of Note and Lien: Sarah Aschenbeck Bertsch under the Will of Sanford Q. Schmid, Cause No. 12377; In the Estate of Sanford Q. Schmid; In the County Court of Fayette County, Texas ("Holder")

Substitute Trustee: Kevin W. Mutscher

Substitute Trustee's

Addresses: Walters & Mutscher, P.C.
115 East Main Street
Brenham, Texas 77833

Foreclosure Sale:

Date: August 5, 2025
Time: The sale of the Property will be held between the hours of 10:00 a.m. and 4:00 p.m. local time; the earliest time at which the Foreclosure Sale will begin is 10:00 a.m. and not later than three (3) hours thereafter.
Place: At the Fayette County Courthouse lawn on the West side at the posting board location located on the stone wall enclosure of the courthouse facing West Colorado Street near its intersection with North Main Street, or as designated by the County Commissioner's Court.
Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Holder's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Holder of the Note, has requested Substitute Trustee to sell the Property.

Therefore, notice is given that on and at the Date, Time and Place for the Foreclosure Sale described above, Subsitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Holder passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lender or Holder. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

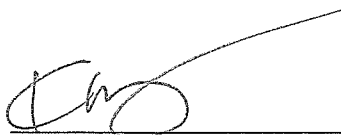
Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075(a) of the Texas Property Code, Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Trustee.

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.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

In accordance with Texas Property Code Section 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint those individual(s) named herein as Substitute Trustee to act under and by virtue of said Deed of Trust.



KEVIN W. MUTSCHER, Attorney for Holder