

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.

NOTICE OF TRUSTEE'S SALE

DATE: April 9, 2024

CONTRACT:

Date: March 6, 2015
Maker: Carl A. Radabaugh
Payee: Harbor Point Resort Company, L.P.
Principal Amount: \$12,900.00
Recorded: Volume 1124, Page 87, Real Property Records, Trinity County, Texas

LENDER: BXM Funding, LLC

BORROWER: Carl A. Radabaugh

PROPERTY:

LOT(s) 44, SECTION D, HARBOR POINT SUBDIVISION, TRINITY COUNTY, TEXAS, AS SHOWN BY THE MOST RECENTLY HERETOFORE RECORDED PLAT COVERING SAID LOTS RECORDED IN THE PLAT OR MAP RECORDS OF TRINITY COUNTY, TEXAS, together with all buildings, structures, fixtures and improvements thereon and any and all appurtenances and rights thereto, *SAVE AND EXCEPT ANY AND ALL LOTS OR PORTIONS THEREOF THAT HAVE BEEN RELEASED OF RECORD BY THE HOLDER OF THE CONTRACT.*

TRUSTEE: Lana Cockrell

TRUSTEE's Mailing Address:

4144 N. Central Expressway, Suite 600
Dallas, Texas 75204

DATE, PLACE AND TIME OF TRUSTEE'S SALE OF PROPERTY:

May 7, 2024, the first Tuesday of the month, at the Trinity County Courthouse within the area designated for such sales by the Commissioners Court of said County. The earliest time at which such sale will occur is 11:00 a.m., and it will begin within three hours of such time.

RECITALS

Default has occurred in the payment of the purchase price and/or in the performance of the obligations under the Contract that secures the purchase price. Because of this default, Lender, the owner and holder of the Contract lien under Texas Property Code Sections 5.066 and 51.002, has requested that TRUSTEE sell the Property according to the terms of the Contract and applicable law.

Formal notice is now given of Lender's election to proceed against and sell the real property described in the Contract, consistent with Lender's rights and remedies under the Contract and applicable law.

Therefore, notice is given that on the Date and Time of Trustee's Sale of Property and at the Place of Trustee's Sale of Property, I, as TRUSTEE, or any other TRUSTEE Lender may appoint, will sell the Property by public sale to the highest bidder for cash or acceptable certified funds, according to the Contract and/or applicable law. The sale and conveyance of the Property will be subject to all matters of record applicable to the Property that are superior to the Contract and to any permitted exceptions to title described in the Contract. TRUSTEE has not made and will not make any covenants, representations, or warranties about the Property other than providing the successful bidder at the sale with a deed to the Property containing any warranties of title required by the Contract. The Property will be sold AS IS, WHERE IS, AND WIL ALL FAULTS.

FILED
at 11:25 o'clock A M

APR 11 2024

SHARITA BERGMAN
COUNTY CLERK, TRINITY CO., TEXAS
[Signature]

[Signature]
SHAWN COKER, TRUSTEE