

# NOTICE OF TRUSTEE'S SALE

and

# APPOINTMENT OF SUBSTITUTE TRUSTEE

FILED FOR RECORD

2024 OCT 15 AM 10:37

ATASCOSA COUNTY CLERK

BY  DEPUTY

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) 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.**

WHEREAS, on April 19, 2020, Adan Barrientos, Jr., a single man executed a Deed of Trust conveying to Arthur Flores, Trustee, the real property hereinafter described, to secure Evening Star Ranches, LLC, a Texas limited liability company, in the payment of a debt therein described, said Deed of Trust being recorded in Document No. 204072, Official Public Records of Atascosa County, Texas.

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder of said debt has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

WHEREAS, in my capacity as the attorney for the present owner and holder of the note, and pursuant to Section 51.0076(3) Texas Property Code, I hereby name, appoint and designate Dick Vettors or Mark Cumming or Nicole Correa or Matthew D. Johnson or Jason West, the Substitute Trustee(s) in the above described Deed of Trust and/or to act under and by virtue of said Deed of Trust, including posting and filing the public notice required under Section 51.002 Texas Property Code as amended, and to proceed with a foreclosure of the Deed of Trust lien securing the payment of said note.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, November 5, 2024, at 10:00 o'clock a.m. or within three (3) hours thereafter, the Substitute Trustee will sell said real property at the place hereinafter set out, to the highest bidder for cash. The place of sale shall be in the area designated by the Commissioners Court of such County, pursuant to §51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if such place is not so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted), in the City of Jourdanton, Atascosa County, Texas.

Said real property is described as follows:

10.150 acres out of the D. Forest Survey No. 1048 Abstract 275, Atascosa County, Texas, being a portion of that 205.07-acre tract of land described in deed of record in Document Number 195918 of the Official Public Records of Atascosa County, Texas and being more particularly described by metes and bounds, as surveyed in exhibit

"A" attached hereto and made a part hereof.

The Deed of Trust permits the Beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein 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 refileing may be after the date originally scheduled for this sale.

Pursuant to Section 51.009 of the Texas Property Code, the property will be sold in "AS IS, WHERE IS" condition, without any express or implied warranties, except as to the warranties of title (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 and the priority of the lien being foreclosed.

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 Beneficiary thereunder to have the bid credited to the Note 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 priority, nature and extent of such matters, if any.

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagor, Mortgagee or the Mortgagee's attorney.

Default has occurred under the Deed of Trust, and the beneficiary has requested the above named Trustee or Substitute Trustee(s), to conduct this public sale. Notice is given that before the sale the beneficiary or the Beneficiary's attorney, agent or servicer may appoint another person substitute trustee to conduct the sale.

**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.**

The Substitute Trustee's address is c/o West & West, Greer & Estorga, 2929 Mossrock, Suite 204, San Antonio, Texas 78230.

WITNESS MY HAND on 15 day of October 2024.



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MATTHEW D. JOHNSON  
State Bar No. 24098890  
DEAN W. GREER  
State Bar No. 08414100  
Attorney or Authorized Agent for the  
Mortgagee or Mortgagee's Servicer  
West & West, Greer & Estorga  
2929 Mossrock, Suite 204  
San Antonio, Texas 78230

# Sinclair Land Surveying, Inc.

5000 NW Industrial  
Leon Valley, Texas 78238  
214-341-4518  
TBPLS Firm No. 10089000

July 31, 2019

Tract No. 11  
10.150 acres out of the  
D. Forest Survey No. 1048  
Abstract 275

THE STATE OF TEXAS  
COUNTY OF ATASCOSA

## MEETS AND BOUNDS DESCRIPTION OF A SURVEY OF

10.150 acres out of the D. Forest Survey No. 1048, Abstract 275, Atascosa County, Texas, being a portion of that 205.07-acre tract of land described in deed of record in Document Number 195918 of the Official Public Records of Atascosa County, Texas and being more particularly described by metes and bounds, as surveyed, as follows:

Beginning at an  $\frac{1}{2}$ " iron bar with an orange cap marked "SLS RPLS 5142" set in the ground in the east right-of-way line of State Highway 16 and the west boundary line of a 205.07-acre tract of land described in deed of record in Document Number 195918 of the Official Public Records of Atascosa County, Texas for the southwest corner of this tract, whence a concrete monument found set in the ground at the point of intersection of the northeast right-of-way line of State Highway 16 and the northeast right-of-way line of E. Ditto Road, the southwest corner of said 205.07-acre tract, may be reached by running S  $8^{\circ}45'50''$  E a distance of 1,377.72 feet and S  $25^{\circ}34'00''$  E a distance of 137.20 feet;

Thence N  $8^{\circ}45'50''$  W (called N  $8^{\circ}45'50''$  W Deed) with the east right-of-way line of State Highway 16 and the west boundary line of said 205.07-acre tract a distance of 350.51 feet to an  $\frac{1}{2}$ " iron bar with an orange cap marked "SLS RPLS 5142" set in the ground for the northwest corner of this tract;

Thence N  $81^{\circ}14'10''$  E crossing said 205.07-acre tract a distance of 1,299.28 feet to an  $\frac{1}{2}$ " iron bar with an orange cap marked "SLS RPLS 5142" set in the ground for the northeast corner of this tract, whence an  $\frac{1}{2}$ " iron bar without a cap found set in the ground, a reentrant corner of said 205.07-acre tract and the south corner of a 51.49-acre tract of land described in deed of record in Document Number 152227 of the Official Public Records of Atascosa County, Texas, bears N  $8^{\circ}30'23''$  W a distance of 802.46 feet;

Thence S 28°16'14" W a distance of 566.36 feet to an 1/2" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground at the point of curve of a circular curve to the right having a radius of 50.00 feet for the southeast corner of this tract;

Thence curve right along the arc of said circular curve having a radius of 50.00 feet, through a central angle of 80°26'29", a chord bearing and distance of S 68°49'29" W - 64.57 feet, a distance of 70.20 feet to an 1/2" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground for a corner of this tract;

Thence N 70°57'17" W a distance of 126.39 feet to an 1/2" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground at the point of curve of a circular curve to the left having a radius of 150.00 feet for a corner of this tract;

Thence curve left along the arc of said circular curve having a radius of 150.00 feet, through a central angle of 23°01'57", a chord bearing and distance of N 82°28'15" W - 59.89 feet, a distance of 60.30 feet to an 1/2" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground for a corner of this tract;

Thence S 86°00'46" W a distance of 258.45 feet to an 1/2" iron bar with an orange cap marked "SLS RPLS 5142" set in the ground for a corner of this tract;

Thence S 83°15'09" W a distance of 465.93 feet to the point of beginning;

Containing 10.150 acres (442,120 square feet) of land, more or less.

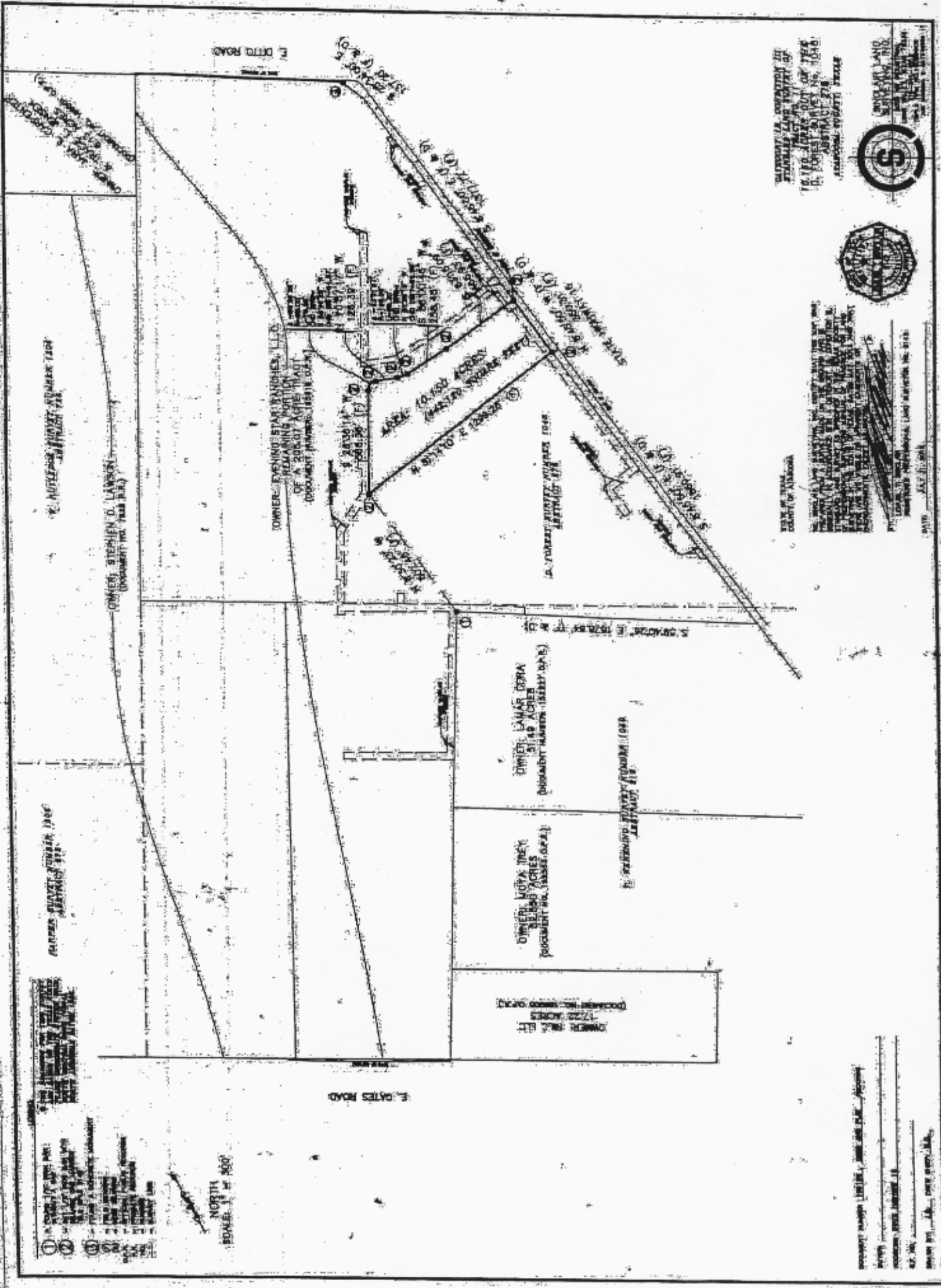
The bearings for this survey are based on the Texas State Plane Coordinate System Grid, South Central Zone (4204), North American Datum 1983.

SINCLAIR LAND SURVEYING, INC.

~~Emmett T. Sinclair~~  
Emmett T. Sinclair,  
Registered Professional Land  
Surveyor No. 5142



Its



- 1. CONVEYANCE OF INTEREST
- 2. EASEMENT
- 3. BOUNDARY SURVEY
- 4. CORRECTION OF ERROR
- 5. REVISION
- 6. AMENDMENT
- 7. SPLIT
- 8. MERGER
- 9. CONSOLIDATION
- 10. RECONSTRUCTION
- 11. REVISION OF BOUNDARY SURVEY
- 12. REVISION OF EASEMENT
- 13. REVISION OF CORRECTION OF ERROR
- 14. REVISION OF AMENDMENT
- 15. REVISION OF SPLIT
- 16. REVISION OF MERGER
- 17. REVISION OF CONSOLIDATION
- 18. REVISION OF RECONSTRUCTION

NORTH  
SCALE 1" = 400'

STATE OF ALABAMA  
COMMISSIONER OF LAND SURVEY  
TO THE ABOVE PART OF THE  
B. FOREST SURVEY NO. 1086  
ABSTRACT 278  
APPROXIMATE SURVEY



DATE: JULY 21, 1944  
ALABAMA PROFESSIONAL LAND SURVEYOR NO. 818

OWNER: R.M. BERRY  
ACRES: 1222  
OWNER: LUCY JENKINS  
ACRES: 1.1653  
OWNER: LAHAR BERRA  
ACRES: 5.145  
OWNER: EVERING STAR BARRICK, LLC  
REMAINING PORTION OF A 200.01 ACRES TRACT  
ACRES: 10.100  
OWNER: RICHARD D. LANSBURY  
DOCUMENT NO. 1244 JULY 1944  
OWNER: EVERING STAR BARRICK, LLC  
REMAINING PORTION OF A 200.01 ACRES TRACT  
DOCUMENT NUMBER 1881K (2-2-4)

# Exhibit B

## SHARED WELL WATER AGREEMENT

THIS AGREEMENT made this 19 day of April, 2020 by Evening Star Ranches, LLC, the owner of a 205.07-acre, more or less, tract of land described in deed of record in Document Number 195918 of Official Public Records of Atascosa County, Texas and ADAN BARRIENTOS, JR., the purchaser of Tract #11.

All subsequent owners of the lot/tract made the basis of this Agreement shall become parties to this agreement as described below.

WHEREAS, the undersigned party deems it necessary to provide a well system to service the Lots described herein, and an Agreement has been established relative to supplying water from the well and the cost of supplying said water, and

WHEREAS, there is, or will be, located a well on Tract 7 and Tract 8 and any future locations as determined at the sole discretion of Evening Star Ranches, LLC, for the purpose of supplying water to all properties connected to said well. This Agreement will establish an easement of a 30' radius around said well or future wells, if any, to install and maintain a pump and water distribution system for the benefit of all current and subsequent owners.

WHEREAS, Evening Star Ranches, LLC, deems it necessary to provide a well system to service the parcels described herein, and an Agreement has been reached relative to supplying water from the well and the cost of supplying said water,

WHEREAS, it is the intention and purpose of the undersigned parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the domestic consumption of the occupants of said properties, and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto;

WHEREAS, the said well is deemed by the parties hereto to that the water is to supply a single-family dwelling on each of the parcels described herein with water from the well for all domestic uses of a single family residing therein;

WHEREAS, the United States of America, Rural Housing Services, will not finance or guarantee mortgage loans covering the separate properties and improvements thereon unless proper assurance is given by the parties as demonstrated by execution of this Agreement, that the water distribution system will have a continuous and satisfactory operation in accordance with the terms of this Agreement; and

WHEREAS, the parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system. NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Tract 7 and/or Tract 8 shall be used by the

parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. That until this Agreement is terminated, as hereinafter provided, the parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, and for the exclusive use of the household residing thereon, are hereby granted the right in common with the other parties to this Agreement, to draw water from the well located on Tract 8 for domestic use.
2. That the purchaser of Lot Tract 11, as of the date of this Agreement shall pay or cause to be paid promptly, a proportionate share of all expenses for the operation and maintenance of the well and water distribution system that may become necessary. Each respective share shall be determined by dividing the amount of each expense by the number of users of said well. Shared expenses include the cost of electricity for pumping, repairs and maintenance on said well and water distribution system.
3. That the cost of any removal or replacement of pre-existing site improvements on an individual parcel necessary for system operation, maintenance, replacement, improvements, inspection or testing, damaged as a result of repair of the well or water distribution system maintenance will be borne by the owner of the affected parcel, except that costs to remove and replace common boundary fencing or walls damaged as a result of repair shall be shared equally between or among parties so damaged.
4. That each of the parties hereby agrees that they will promptly repair, maintain and replace all water pipes or mains serving their respective dwellings.
5. That the consent of all parties to pay a proportionate share of costs shall be obtained prior to embarking upon expenditures for system maintenance, replacement or improvement, except in emergency situations. An arbitrator shall be chosen by the parties; shall be consulted in the event the parties cannot agree regarding the said expenditures, and the arbitrator's decision shall be definitive.
6. That the supplied party shall pay to the proportionate share for the cost of energy for the operation of the pumping equipment. This cost shall be determined by a separate meter upon each dwelling and for each parcel.
7. That it is the agreement of the parties hereto that the payment for energy cost shall be made not later than the 15<sup>th</sup> day of each succeeding month during the term of this Agreement. In the event that any such payment remains unpaid for a period of twenty (20) days, the supplying party may terminate the supply of water to the supplied party until all arrearages in payment are received by the supplying party.
8. That it is the agreement of the parties that they shall permit a third party to cure a default of payment or other obligation and shall permit water distribution service to be reinstated upon such curative action.



9. That each of the parties to this Agreement does hereby grant to the other, their heirs, successors and assigns, such easements over, across and through the respective parcels as shall be reasonably necessary for the construction of the well, maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement. This includes but is not limited to the easements recorded in Document Number 198113 of the Official Public Records of Atascosa County and Document Number 198114 of the Official Public Records of Atascosa County.

Said easements exist for the access to and maintenance of the water well system as well as the placement of water lines to secure access to all users of the water well. These easements constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

10. That no party may install landscaping or improvements that will impair the use of said easements. Further, no party will remove any trees in said easement without prior approval of Evening Star Ranches, LLC.
11. That each party shall have the right to act to correct an emergency situation and shall have access to the pertinent parcel in the absence of the other. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand.
12. That only those parcels of real estate hereinabove described and the dwellings located thereon shall be permitted to receive water from said well and pumping equipment; and each of the parties hereto does hereby covenant and agree that he/she will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving his/her respective parcel.
13. That in the event the referenced well shall become contaminated and shall no longer supply water suitable for domestic consumption, or shall no longer supply water adequate for the needs of all relevant parties, or in the event that another source of water shall become available to the respective parcels, then the rights and obligations of the parties created by this Agreement shall cease and terminate in accordance with the terms and conditions hereinafter described.
14. That upon the availability of such other source of water, it is contemplated that a reasonable time shall be allowed to effectuate the necessary connections to the new source.
15. That the respective rights and obligations of the parties shall continue until the parties who wish to terminate their participation in the Well Agreement have executed and filed a written statement of termination at the Office of the Register of Deeds of the County of Atascosa, State of Texas. Upon termination of participation in this Agreement, the owner and occupant of each residence which is terminated from the Agreement shall have no further right to the use of the well. The terminated parties shall disconnect their respective lateral connection from said well system and shall have no further obligation to pay or collect for maintenance and related expenses incurred thereafter. The costs of disconnection from the well and water system shall be borne by the owner of the pertinent parcel.

16. That the undersigned parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned party, mortgagee or the United States of America, Rural Housing Services.
17. That the term of this Agreement shall be perpetual, except as herein limited.
18. Evening Star Ranches, LLC has made no and makes no representations or warranties regarding the quality of the water supplied by the Well or Wells made the basis of this agreement.
19. THE PURCHASER OF TRACT/LOT 11 COVENANTS AND AGREES TO FULLY INDEMNIFY, AND HOLD HARMLESS, EVENING STAR RANCHES, LLC, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON EVENING STAR RANCHES, LLC THAT DIRECTLY ARISES OUT OF, RESULTS FROM OR IS RELATED TO THE PURCHASER OF TRACT/LOT 11 'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF THE PURCHASER OF TRACT/LOT 11 THE PROVISIONS OF THIS INDEMNITY ARE SOLELY FOR THE BENEFIT OF EVENING STAR RANCHES, LLC AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. EVENING STAR RANCHES, LLC SHALL HAVE THE RIGHT, ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING THE PURCHASER OF TRACT/LOT 11 OF ANY OF THEIR OBLIGATIONS UNDER THIS INDEMNITY AGREEMENT.
20. That the benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal and year first above written.

By: Adan Bantala Jr

Date: 4/19/2020

By: \_\_\_\_\_

Date: \_\_\_\_\_

THE STATE OF TEXAS

COUNTY OF ATASCOSA

201 000 000

SUBSCRIBED AND SWORN to before me on this the 17 day of April, 2020.



*Allison Kate Richter*

Notary Public, State of Texas

Printed Name: Allison Kate Richter

My Commission Expires:

9/28/22

**RECORDS MEMORANDUM**  
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black outs, additions and changes were present at the time the instrument was filed and recorded.

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Eliane Gonzalez*

Eliane Gonzalez, County Clerk

Atascosa County, Texas

April 29, 2020 09:54:35 AM

FEE \$96.00

HPONTON

204072

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