

Filed this 10th day of Aug 2026
9:50AM

TERESA RODRIGUEZ
COUNTY CLERK, CALDWELL COUNTY, TEXAS
By Reyna Mijares Deputy

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

Reyna Mijares

STATE OF TEXAS

NOW ALL MEN OF THESE PRESENTS

COUNTY OF CALDWELL

WHEREAS, by Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (herein referred to as the "Deed of Trust") dated February 10, 2025, recorded February 13, 2025, executed by LAURA LOPEZ MALAGON, conveyed to Jasser Abraham Awad as Trustee, the following property situated in Caldwell County, Texas, to-wit:

Lot Twenty-One (21), Block E, COOL WATER ACRES, a subdivision of 155.950 acres in the George W. James Survey, A-156, Caldwell County, Texas, according to the map or plat recorded at Plat Cabinet D, Sleeve 185 of the Plat Records of Caldwell County, Texas.

(hereinafter referred to as the "Property"), to secure that one certain Promissory Note therein described in the original amount of \$130,000.00 executed by LAURA LOPEZ MALAGON, and made payable to Cool Water Acres, LLC, a Texas limited liability company, (hereinafter referred to as the "Note"), which such Deed of Trust is recorded February 13, 2025, in instrument number 2025-001156 of the Official Public Records of Caldwell County, Texas, (hereinafter referred to as the "Deed of Trust Lien"); and Warranty Deed with Vendor's Lien dated February 10, 2025, recorded February 13, 2025, in Instrument number 2025-001155 in the Official Public Records of Caldwell County, Texas (Deed); and

WHEREAS, the undersigned has been appointed as Substitute Trustee, said appointment being in the manner authorized by the Deed of Trust:

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; and

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust, and the indebtedness evidenced therein is now wholly due, and the owner and holder of said indebtedness, Cool Water Acres, LLC, a Texas limited liability company, has requested the undersigned to sell the Property in accordance with the terms of the aforesaid Deed of Trust Lien to satisfy same. Pursuant to the Deed of Trust Lien and Warranty Deed with Vendor's Lien (Vendor Lien), if default occurs in payment of the assumed note or in observance of any covenant or condition of any instrument securing the assumed note, the lender of the Note has the right to foreclose the Deed of Trust Lien and the Vendor's Lien. As a result of the default in payment of the assumed note, Cool Water Acres, LLC, a Texas limited liability company, now provides this notice of foreclosure; and

NOW THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, the 1st day of September, at 1:00 PM to 4:00 PM, or within three (3) hours thereafter, I will sell, for cash, to the highest bidder the above-described Property at: Caldwell County, Texas at the following location:

OUTSIDE THE MAIN ENTRANCE OF THE NEW CALDWELL COUNTY JUSTICE CENTER, LOCATED AT 1703 S. COLORADO ST., LOCKHART, TEXAS 78644.

or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court for sales of property under Tex. Prop. Code §51.002 in Caldwell County, Texas, or

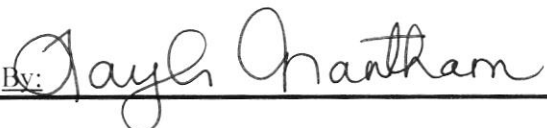
if no place is designated by the Commissioners Court, the sale will be conducted, then within twenty (20) yards of where this notice is posted.

NOTICE IS FURTHER GIVEN that, except to the extent that the Substitute Trustee may obligate the Mortgagors to warrant title to the Property under the terms of the Deed of Trust Lien, sale of the Property is "as is and where is" and without any representations or warranties whatsoever, expressed or implied; all of which are expressly disclaimed. Additionally, sale of the Property shall be subject to all liens, encumbrances, rights, interests and other claims superior to the lien of the Deed of Trust and to all defects, deficiencies and defenses thereto, and no representations or warranties of any nature are made by the Substitute Trustee or the holder of the Note that any lien, encumbrance, right, interest or other claim is or shall be extinguished by the sale, or that defects, deficiencies or defenses do not exist. Further, no representations or warranties whatsoever are made by the Substitute Trustees or the holder of the Note that the highest bidder at the sale will acquire any right, title or interest in or to the property or that any condition, term, agreement, provision, covenant or requirement of the Warranty Deed with Vendor's Lien or applicable law has occurred or has been satisfied. No bidder at sale or purchaser of the property shall be a third party beneficiary of the Note or Warranty Deed with Vendor's Lien, or entitled to rely on any term, agreement, covenant provision thereof, or have or possess a cause of action against any Substitute Trustee or the holder of the Note.

Notice Pursuant to Tex. Prop. Code§ 51.002(i): 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.

By: 

Mark T. Sessums
The Law Office of Mark T. Sessums, PLLC
PO Box 150573
Austin, Texas 78715
1213 W Slaughter Ln. #100
Austin, TX 78748
Tel. (512) 297-6832
Fax. (512) 975-2045
Attorney for Cool Water Acres, LLC, a Texas
limited liability company

By: 

Mark T. Sessums, Taylor Grantham, Sharlet Watts,
Angela Zavala, Michelle Jones or Richard Zavala,
Jr, SUBSTITUTE TRUSTEE(s)

CERTIFICATE OF POSTING

I certify that on August 10th, 2026 a true and correct copy of the above Notice of Substitute Trustee sale was posted and filed with the Caldwell County Clerk.

The Law Office of Mark T. Sessums, PLLC
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Austin, TX 78748
Tel. (512) 297-6832
Fax. (512) 975-2045

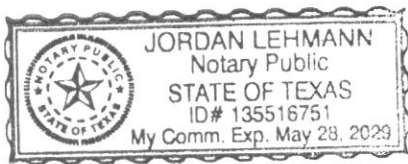
By: Taylor Grantham

Mark T. Sessums, Taylor Grantham, Sharlet Watts,
Angela Zavala, Michelle Jones or Richard Zavala,
Jr, SUBSTITUTE TRUSTEE(s)

State of Texas §

County of Caldwell §

This instrument was acknowledged before me on the 10th, August 2026, by
Taylor Grantham



Jordan Lehmann
Notary Public, In and for the State of Texas
My Commission Expires: May 28, 2029