

**NOTICE OF SALE BY TRUSTEE AND SUBSTITUTE TRUSTEE**

THE STATE OF TEXAS  
COUNTY OF SOMERVELL

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KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, KRHX3 REAL ESTATE GROUP, LLC, A TEXAS LIMITED LIABILITY COMPANY ("Borrower") became indebted to RHAPSODY FUNDING, LLC ("Lender"), as evidenced by that certain real estate lien note (the "Note"), dated November 8, 2022, in the original principal amount of ONE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$110,000.00), executed and delivered by Borrower to the order of RHAPSODY FUNDING, LLC, as payee, bearing interest and being due and payable as therein provided; and

WHEREAS, the indebtedness evidenced by the Note (the "Indebtedness") is secured by, among other items, that certain Deed of Trust (the "Deed of Trust") dated of even date with the Note, executed by Borrower, to SARA E. DYSART, Trustee, for the benefit of Lender, said Deed of Trust being filed for record and recorded under Clerk's Document No. 20222794, of the Official Public Records of Somervell County, Texas, covering the Real Property described as follows, to-wit:

A 2.61 acre tract of land in the Milam County School Land Survey, Abstract No. 136, Somervell County, Texas, as surveyed on the ground February 23, 2012 by W. L. Vaughn, Registered Professional Land Surveyor No. 1807, being the same tract described in a deed from Ninnian E. Hulett, to KRHX3 Real Estate Group LLC, dated March 4th, 2022 recorded in instrument No. 20220513 of the Somervell County Official Public Records and, being more particularly described, referenced to Texas Coordinate System, North Central Zone, 1993 Datum, by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

along with any and all appurtenances, improvements, fixtures and personal property of any kind located thereon or pertaining thereto, including, without limitation, any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other facilities to the extent same pertain to or benefit all or any portion of the Property, including, without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired, and any leases and rents relating thereto, which are described therein (all of which is hereinafter referred to as the "Premises")

**POSTED**  
DATE 4/10/23  
11:10 A.M.          P.M.  
BY Michelle Reynolds  
KJ

FILED  
MICHELLE REYNOLDS  
COUNTY CLERK  
SOMERVELL CO., TEXAS  
2023 APR 10 AM 11:06  
DEPUTY  
*[Signature]*

WHEREAS, to the full extent the Deed of Trust or any other security agreement held by Lender covers both real and personal property, including, without limitation, any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit all or any portion of the Property, including, without limitation, all reservations of or commitments or letters covering any such use in the future, any of said personal property which is part of the Premises or which is otherwise covered by a lien or security interest in favor of Lender will be hereinafter included in the definition of Premises as used herein and sold at public sale, hereinafter described, pursuant to Section 9.501(d) of the Texas Uniform Commercial Code;

WHEREAS, **RHAPSODY FUNDING, LLC** ("Beneficiary") is the current holder and owner of the Deed of Trust and the note secured thereby;

WHEREAS, there may be certain leases, rental agreements, easements and/or other matters (collectively, the "Other Matters") covering and/or affecting the Premises currently in existence;

WHEREAS, the liens securing the payment of the Indebtedness may be senior and superior to one or more of the Other Matters and junior and inferior to one or more of the Other Matters;

WHEREAS, with respect to the liens securing the payment of the Indebtedness, which are senior to the Other Matters and may not so subordinate liens to one or more of the Other Matters;

WHEREAS, in the event Lender/Beneficiary chooses to subordinate its liens securing the Indebtedness of any Other Matters, such decision will be announced at the foreclosure sale;

WHEREAS, default has been made in the payment of the Note and the Indebtedness, and the Note is now unpaid, delinquent and in default;

WHEREAS, Lender/Beneficiary has given all required notices to Borrower and any and all other necessary parties with regard to the defaulted Indebtedness or such notices to such other necessary parties have been waived;

WHEREAS, pursuant to the authority granted in the Deed of Trust, Lender/Beneficiary has appointed **KELLY GODDARD, DAVID GARVIN AND MICHELLE SCHWARTZ**, to act jointly or separately as **Substitute Trustee along with SARA E. DYSART, Trustee**, under the Deed of Trust pursuant to a duly authorized and executed appointment document;

WHEREAS, Lender/Beneficiary has requested the undersigned to enforce the liens of the Deed of Trust by sale of the Premises in the manner set forth under the terms of the Deed of Trust and pursuant to the laws of the State of Texas and has instructed the undersigned to offer the Property for sale toward the satisfaction of the Note; and

WHEREAS, the undersigned Trustee and/or Substitute Trustee, acting upon the request of said Lender/Beneficiary, by these presents is hereby posting, filing, and giving notice of foreclosure of the Deed of Trust and the lien thereto in accordance with applicable Texas law and the terms and provisions of the Deed of Trust.

**NOW, THEREFORE, I, the undersigned, SARA E. DYSART and/or KELLY GODDARD, DAVID GARVIN AND MICHELLE SCHWARTZ, acting jointly or separately as Trustee or Substitute Trustee**, do hereby give notice that after due publication of this notice as required by law and the Deed of Trust, I will sell the Premises at public venue, to the highest bidder or bidders, for cash, which sale will begin no earlier than 10:00a.m. and not later than 1:00p.m. on the first Tuesday in May next, the same being May 2, 2023 at the County Courthouse in Somervell County, Texas, in the area where foreclosure sales are to take place as designated by the Commissioner's Court of said county, said designation having been recorded in the Official Public records of said county.