

Notice of Substitute Trustee Sale

F25-00244 TX
50-068-963395646-011

Filed for Record in:
Robertson County
On: Aug 28, 2025 at 03:37P
By: Yesenia Deleon

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.

Date, Time, and Place of Sale - The sale is scheduled to be held at the following date, time and place:

Date: **10/07/2025**
Time: The sale will begin no earlier than **11:00AM** or no later than three hours thereafter. The sale will be completed by no later than 2:00 PM. (**Attention all bidders: cashier's checks must be made payable to Assured Lender Services, Inc.**)
Place: **Robertson** County, TX at the following location: **THE SOUTH DOOR ON THE FIRST FLOOR OF THE COURTHOUSE**, OR IF THE PRECEDING AREA IS NO LONGER THE DESIGNATED AREA, AT THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE

Property To Be Sold - The property to be sold is described as follows:

LEGAL DESCRIPTION: SEE EXHIBIT "A"

APN: 13474 / Geo. I.d. 030100-056020

Commonly known as: **705 West Mitchell St, Calvert TX, 77837**

Instrument to be Foreclosed – The instrument to be foreclosed is the Deed of Trust for Texas, dated 03/02/1994 (the "Deed of Trust") and recorded in the office of the County Clerk of Robertson County, Texas, recorded on 003/02/1994 as Doc No. 598 of the Real Property Records of Robertson County, Texas.

Trustor(s):	Calvert Arms, Ltd., a Texas limited partnership	Original Beneficiary:	The United States of America, acting through the Farmers Home Administration, United States Department of Agriculture
Current Beneficiary:	The United States of America, acting through the Rural Housing Service, United States Department of Agriculture	Loan Servicer:	USDA
Current Substituted Trustees:	Pete Florez, Zachary Florez, Orlando Rosas, Bobby Brown, Michele Sanders or Cherie Maples		

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

Terms of Sale - 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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any. Pursuant to the Deed of Trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. 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. Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

Type of sale - The present Beneficiary under the Deed of Trust has elected to conduct a unified foreclosure sale pursuant to the provisions of Texas Business and Commercial Code § 9.604 (a) and to include in the non-judicial foreclosure pursuant to the power of the sale granted by the deed of trust described in this Notice of Trustee's Sale all of the personal property and fixtures described within the loan documents. The present Beneficiary reserves the right to revoke its election as to some or all of said personal property and/or fixtures, or to add additional personal property and/or fixtures to the election herein expressed, at the present Beneficiary's sole election, from time to time and at any time until the consummation of the trustee's sale to be conducted pursuant to the Deed of Trust and Notice of Trustee's Sale. The real property and personal property encumbered by the Deed of Trust will be sold at the sale in accordance with the provisions of the Deed of Trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

Obligations Secured - The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including by not limited to (1) the promissory note in the original principal amount of \$700,300.00, executed by Calvert Arms, Ltd., a Texas limited partnership, and payable to the order of The United States of America, acting through the Farmers Home Administration, United States Department of Agriculture; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of Calvert Arms, Ltd., a Texas limited partnership. The United States of America, acting through the Rural Housing Service, United States Department of Agriculture is the current owner and holder of the Obligations and is the beneficiary under the Deed of Trust.

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the Note and all other amounts lawfully owing under the Note, the Deed of Trust, and all of the other associated loan documents, including, without limitation, all interest, default interest, late charges, advances, attorneys' fees and other costs and expenses.

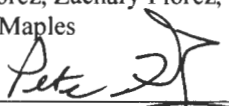
NOTICE TO POTENTIAL BIDDERS: WE REQUIRE CERTIFIED FUNDS AT SALE BY CASHIER'S CHECK(S) PAYABLE DIRECTLY TO "ASSURED LENDER SERVICES, INC." TO AVOID DELAYS IN ISSUING THE FINAL DEED.

Questions concerning the sale may be directed to the undersigned or to the beneficiary:

The United States of America, acting through the Rural Housing Service, United States Department of Agriculture
1400 Independence Ave SW
Washington DC 20250
Jobi Williams
Jobi.Williams@USDA.gov
(843) 773-3866

Dated: 8-28-25

Pete Florez, Zachary Florez, Orlando Rosas, Bobby Brown, Michele Sanders or
Cherie Maples


Assured Lender Services, Inc.
111 Pacifica, Suite 140
Irvine, CA 92618
Phone: (714) 508-7373
Fax: (714) 505-3831

AFTER RECORDING, PLEASE RETURN TO:
Assured Lender Services, Inc.
111 Pacifica, Suite 140
Irvine, CA 92618
Attn: Trustee Department

EXHIBIT "A"

LEGAL DESCRIPTION

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN ROBERTSON COUNTY, TEXAS, AND BEING A 2.5 ACRE TRACT OF LAND, AND BEING OUT OF A 30 ACRE TRACT OF LAND OUT OF THE G. M. G. GRAFTON SURVEY, ABSTRACT NO. 155 AND FURTHER CONSISTING OF DIVISIONS NO. 56 AND 57 AND A PART OF DIVISION 55 IN THE CITY CALVERT, ROBERTSON COUNTY, TEXAS, AND BEING OUT OF A 185.85479 ACRE TRACT OF LAND DESCRIBED AS "FIRST TRACT" IN A DEED FROM WALTER A. DREW TO RALPH A. CLOSS DATED JANUARY 27, 1978, AND RECORDED IN VOLUME 324, PAGE 772, OF THE PUBLIC RECORDS OF ROBERTSON COUNTY, TEXAS, AND CONTAINING 2.5 ACRES OF LAND.

BEGINNING AT A POINT ALONG THE CENTERLINE OF THE SOUTHERN PACIFIC RAILROAD RIGHT-OF-WAY AND ALONG THE CENTERLINE OF THE RIGHT-OF-WAY OF HANNA STREET;

THENCE SOUTH 54 DEGREES 52' 42" WEST 2,650.00 FEET TO A POINT ALONG THE WEST RIGHT-OF-WAY BOUNDARY OF MESQUITE STREET;

THENCE NORTH 35 DEGREES 20' 00" WEST 520.61 FEET ALONG THE WEST RIGHT-OF-WAY BOUNDARY OF MESQUITE STREET TO THE POINT OF BEGINNING;

THENCE SOUTH 54 DEGREES 40' 00" WEST 268.00 TO A POINT MARKING THE SOUTHERNMOST CORNER OF SAID 2.5 ACRE TRACT;

THENCE NORTH 35 DEGREES 20' 00" WEST 50.00 FEET;

THENCE NORTH 35 DEGREES 20' 00" WEST 356.34 FEET TO A POINT MARKING THE WESTERNMOST CORNER OF SAID 2.5 ACRE TRACT;

THENCE NORTH 54 DEGREES 40' 00" EAST 268.00 FEET TO A POINT MARKING THE NORTHERNMOST CORNER OF SAID 2.5 ACRE TRACT;

THENCE SOUTH 35 DEGREES 20' 00" EAST 356.34 FEET;

THENCE SOUTH 35 DEGREES 20' 00" EAST 50.00 FEET TO THE POINT OF BEGINNING, MARKING THE EASTERNMOST CORNER OF TRACT ENCLOSING ALL OF 2.5 ACRES OF LAND.