



## Notice of Foreclosure Sale

January 10, 2020

### Modification of Real Estate Lien Note and Deed of Trust and Security Agreement (“Deed of Trust”):

Dated: May 12, 2017

Grantor: THOMAS G. STONE and wife, CLAUDETTE STONE

Substitute Trustee: MIKE FIELDER

Lender: ALFORD LP, GAS, INC.  
RUDY W. ALFORD  
MARCIE ALFORD

Borrower: SPLITROCK SERVICES, LLC  
THOMAS G. STONE  
CLAUDETTE STONE

Recorded in: Instrument No. 1704221 of the real property records of Waller County, Texas, being in renewal and extension of Deed of Trust and Security agreement recorded in Volume 1293 Page 839, of the real property records of Waller County, Texas

Legal Description: See Exhibit “A” attached hereto and made a part hereof

Secures: Real Estate Lien Note (“Note”) in the original principal amount of \$300,000 executed by Splitrock Services, LLC and payable to the order of Lender and all other indebtedness of Borrower to Lender

Modifications and Renewals: Modification of Real Estate Lien Note and Deed of Trust: (as used herein, the terms “Note” and “Deed of Trust” mean the Note and Deed of Trust as so modified, renewed, and/or extended)

Property: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, including the real property described in the attached Exhibit “A”, and all rights and appurtenances thereto

Substitute Trustee: Mike Fielder

Substitute Trustee’s Address: 108 W. Clayton St., Dayton, Texas 77535

**Foreclosure Sale:**

- Date: **Tuesday, February 4, 2020**
- Time: The sale of the Property will be held between the hours of 10:00 a.m. and 4:00 p.m. local time; **the earliest time at which the Foreclosure Sale will begin is 1:00 p.m. and not later than three hours thereafter.**
- Place: Waller County, Texas at the following location: The foyer at the South entrance of the Courthouse or as designated by the County Commissioner's office or as designated by the County Commissioner's court
- Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lender. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold **“AS IS,” without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

**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.**



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Mike Fielder  
Attorney for Lender

## EXHIBIT "A"

### TRACT ONE:

FIELD NOTES FOR AN 11.000 ACRE TRACT of land of land out of an 118.074 acre tract called TRACT 1 in Partition Deed recorded in Vol. 511, Page 182, of the Official Public Records) out of a 366.2 acre tract described in a Deed recorded in Vol. 101, Page 210, Deed Records and being situated in the A.E. Cloud Survey, A-354, Waller County, Texas.

BEGINNING: At a ½ inch iron rod set in the South right-of-way line of Bonner Road (width varies) where the road makes a 90 degree turn to the East and being a Northwest corner of this tract;

THENCE: North 89° 35' 17" East a distance of 908.94 feet along the South right-of-way line of Bonner Road (running in an East-West direction) to a ½ inch iron rod set for the Northeast corner of this tract located on the West side of a Road Maintenance Agreement recorded in Vol. 969 , Page 261, Official Public Records;

THENCE: South 60° 47' 23" East a distance of 476.28 feet along the East line of this tract to a ½ inch iron rod set;

THENCE: Along a curve to the left having a radius of 177.71 feet a length of 24.00 feet and a chord bearing of South 04° 39' 35" East with a distance of 23.99 feet to a ½ inch iron rod set for the Southeast corner of this tract same being the Northeast corner of the Tract 5 "Stone Field" (no recording data found);

THENCE: South 89° 55' 17" West a distance of 965.65 feet along the South line of this tract and the North line of Tract 5 to a ½ inch iron rod set in the East right-of-way line of Bonner Road (running in a North-South direction) for the Southwest corner of this tract and the Northwest corner of Tract 5;

THENCE: North 00° 02' 16" East a distance of 449.50 feet along the East right-of-way line of Bonner Road to a ½ inch iron rod set for a Northwest corner of this tract:

THENCE: North 43° 21' 43" East a distance of 69.77 feet to the PLACE OF BEGINNING and containing 11.00 acres of land.

EXHIBIT "A"  
Continued

TRACT TWO:

FIELD NOTES FOR AN 11.000 ACRE TRACT of land out of an 118.074 acre tract called TRACT 1 in Partition Deed recorded in Vol. 511, Page 182, of the Official Public Records) out of a 366.2 acre tract described in a Deed recorded in Vol. 101, Page 210, Deed Records and being situated in the A. E. Cloud Survey, A-354, Waller County, Texas.

BEGINNING: At a ½ inch iron rod set in the East right-of-way line of Bonner Road (width varies) and being in the Northwest corner of this tract and the Southwest corner of Tract 4 "Stone Creek" (no recording data found), said point bears South 43° 21' 43" West a distance of 69.77 feet;

THENCE: South 00° 02' 16" West a distance of 449.50 feet from a ½ inch iron rod set for a Northwest corner and place of beginning of Tract 4 located in the South right-of-way line of Bonner Road (running in an East-West direction);

THENCE: North 89° 55' 17" East a distance of 965.65 feet along the South line of Tract 4 and the North line of this tract to a ½ inch iron rod set for the Northeast corner of this tract located on the West side of a Road Maintenance Agreement recorded in Vol. 969, Page 261, Official Public Records;

THENCE: Along a curve to the left having a radius of 177.71 feet, a length of 86.03 feet and a chord bearing of South 22° 23' 52" East with a distance of 85.19 feet to a ½ inch iron rod set for a point of tangency;

THENCE: South 36° 15' 57" East a distance of 228.93 feet along the East line of this tract to a ½ inch iron rod set;

THENCE: Along a curve to the right having a radius of 111.48 feet, a length of 112.75 feet and a chord bearing of South 07° 17' 24" East with a distance of 108.09 feet to a ½ inch iron rod set for a point of tangency;

THENCE: South 21° 41' 10" West a distance of 77.81 feet along the East line of this tract to a ½ inch iron rod set for the Southeast corner of this tract and the Northeast corner of Tract 6 "Stone Creek" (no recording data found);

THENCE: South 89° 55' 17" West a distance of 1118.78 feet along the East right-of-way line of Bonner Road for the Southwest Corner of this tract and the Norwest corner of Tract 6;

THENCE: North 00° 02' 16" East a distance of 443.00 feet along the East right-of-way line of Bonner Road to the PLACE OF BEGINNING and containing 11.000 acres of land;

Both Tract One and Tract Two described herein are the same tracts described as Tract 4 and Tract 5, respectively, in "Exhibit A" of the Deed of Trust and security agreement dated February 27, 2012, from Thomas G. Stone and wife, Claudette Miller Stone, to John C. Willems, Trustee, and recorded in Vol. 1293, Page 839 of the Official Public Records of Waller County, Texas.

## FILED AND RECORDED

**Instrument Number: 20-001**

Filing and Recording Date: 01/10/2020 10:36:39 AM Pages: 6 Recording Fee: \$5.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



*Debbie Hollan*

Debbie Hollan, County Clerk  
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Stephanie Tompkins, Deputy

Returned To: