



**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF WALLER           §

**WHEREAS**, on November 23, 2021, **VS &SS, Inc. and GoldenRatio Coffee, LLC** ("Maker" or "Borrower"), executed and delivered that certain **SBA Note** in the original principal amount of TWO MILLION EIGHT HUNDRED NINETY THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,893,500.00), payable to Stellar Bank, formerly known as Allegiance Bank, and bearing interest as stated therein ("Note"); being secured by that certain **Security Agreement** dated November 23, 2021 execute by **VS &SS, Inc. and GoldenRatio Coffee, LLC** as "Debtor" and Stellar Bank, whereby Borrower assigned, transferred and granted to Stellar Bank a first lien security interest in and to certain Collateral (all as further described in this Security Agreement) to secured payment of the Note; being further secured by that certain **Deed of Trust (with Security Agreement and Assignment of Rents and Leases)** dated November 23, 2021 executed by **VS &SS, Inc. and GoldenRatio Coffee, LLC** as "Grantor" in favor of Ramon A. Vitulli, III, Trustee, and filed for record on November 29, 2021 in the Official Public Records of Waller County, Texas, under Instrument No. 2113990 (the "Deed of Trust") covering and describing the Mortgaged Property described below; and being further secured by that certain **UCC Financing Statement** in favor of Stellar Bank, being filed for record in the Office of the Texas Secretary of State under File No. 21-0055792324 and that certain **UCC Financing Statement Amendment** in favor of Stellar Bank, being filed for record on December 14,

2023 in the Official Public Records of Waller County, Texas under File No. 2315013; and being further secured by that certain **Assignment of Rents and Leases** dated November 23, 2021, executed by **VS & SS, Inc.**, as "Assignor", covering and describing the Mortgaged Property, and filed for record on November 29, 2021 in the Official Public Records of Waller County, Texas, under Instrument No. 2113991;

**WHEREAS**, default has occurred under the terms and provisions of the referenced Note, Deed of Trust and the same are now wholly due, and Stellar Bank, f/k/a Allegiance Bank (the "Mortgagee"), the owner and holder of all the Note, has requested the undersigned to sell the Mortgaged Property and Collateral described below; and

**WHEREAS**, the above named Trustee and any previously appointed Substitute Trustee(s) was removed in accordance with the Deed of Trust and the Mortgagee designated and appointed **Ted L. Walker, 125 Main Street, PO Box 62, Jasper, Texas 75951**, as Substitute Trustee to enforce the Trust set forth in said Deed of Trust.

**NOW, THEREFORE**, pursuant to the authority conferred upon me by the Deed of Trust, I hereby give notice that I will sell the Mortgaged Property and Collateral described below at public auction to the highest bidder for cash. The sale is scheduled to be held at the following date, time, and place:

**Date:** August 6, 2024

**Time:** 2:00 p.m.

**Place:** At the foyer of the Waller County Joe Kuciemba Annex, 425 FM 1488, Hempstead, Waller County, Texas 77445, Or, if the preceding area(s) is/are no longer the area(s) designated by the Waller County Commissioner's Court, at the area most recently designated by the Waller County Commissioner's Court.

This conveyance will be made subject to any exceptions referenced in the Deed of Trust, if any, to the extent the same are still in effect and shall not cover any part of the Mortgaged Property and Collateral that has been released from the liens of the Deed of Trust. The Mortgaged Property and Collateral that will be sold at the foreclosure sale is described as follows:

**Mortgaged Property:**

Reserve K-2, of WEST TEN VIGAVI, PHASE TWO, a subdivision in Waller County, Texas, according to the map or plat thereof recorded in/under County Clerk's File No. 1809863 of the Official Public Records of Waller County, Texas (the "Land") together with (a) all improvements now or hereafter attached to or placed, erected, constructed or developed on the Land (the "Improvements"); (b) all equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personal Property") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvement, and all renewals of or replacements or substitutions for any of the foregoing, whether or nor the same are or shall be attached to the Land or Improvements; (c) all water and water rights, timber, crops, and mineral interests pertaining to the Land; (d) all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or the Improvements; (e) all plans and specifications for the Improvements; (f) all contracts relating to the Land, the Improvements or the Personal Property; (g) all deposits (including tenants' security deposits), bank accounts, funds, documents, contract rights, accounts, commitments, construction contracts, architectural agreements, and general intangibles (including, without limitation, trademarks, trade names and symbols) arising from or related to the Land, Improvements or the Personal Property, and instruments, notes or chattel paper arising from or related to the Land, the Improvements or Personal Property; (h) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land, the Improvements and the Personal Property; (i) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements, or the Personal Property; (j) all proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements or the Personal Property; (k) all proceeds from the taking of any of the Land, the Improvements, the Personal Property or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law; (l) all rights, title and interest of Grantor in and to all streets, roads, public places, easements and rights-of-way, existing or proposed, public or

private, adjacent to or used in connection with, belonging or pertaining to the Land; (m) all of the leases, rents, royalties, bonuses, issued, profits, revenues or other benefits of the Land, the Improvements or the Personal Property, including, without limitation, cash or securities deposited pursuant to leases to secure performance by the lessees of their obligations thereunder; (n) all consumer goods located in, on or about the Land or the Improvements or used in connection with the use or operation thereof; (o) all rights, hereditaments and appurtenances pertaining to the foregoing; and (p) other interests of every kind and character that Grantor now has or at any time hereafter acquired in and the Land, Improvements, and Personal Property described herein and all property that is used or useful in connection therewith, including rights or ingress and egress and all reversionary rights or interest of Grantor with respect to such property. All rents, royalties, bonuses, issues, profits, revenue, income, and other benefits derived from the Mortgaged Property or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto and liquidated damages following default under such leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Mortgaged Property, together with any and all rights that Grantor may have against any tenant under such leases or any subtenants or occupants of any part of the Mortgaged Property (hereinafter called the "Rents") all existing and future leases, including subleases thereof, and any and all extensions, renewals, modifications, and replacements thereof, upon any part of the Mortgaged Property (the "Leases").

**Collateral:**

All of Debtors' business assets including all Accounts, Inventory, Equipment, Furniture, Fixtures, Chattel Paper, Instruments and General Intangibles, including but not limited to the following property and Documents, Contracts and Proceeds, which are hereafter related to, situated on or used or acquired for the use on or in connection with the use of the Land, together with all of Debtor's personal property wherever located.

**ACTIVE MILITARY SERVICE NOTICE**

**ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE 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. To determine if you are entitled to and what protections may be afforded you under the Servicemembers Civil Relief Act, you may call the toll-free telephone numbers for Military One Source: From the United States: 1-800-342-9647. From outside the United States (where available): 1-800-342-6477. International collect: 484-530-5747.**

THE SALE OF THE MORTGAGED PROPERTY AND COLLATERAL IS "AS-IS" AND "WHERE-IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE SUBSTITUTE TRUSTEE, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. THE SUBSTITUTE TRUSTEE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE COMPLIANCE WITH THE LAWS, RULES, AGREEMENTS OR SPECIFICATIONS, CONDITION, QUALITY, CAPACITY, A DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE MORTGAGED PROPERTY AND COLLATERAL, ALL OF WHICH ARE EXPRESSLY WAIVED BY PURCHASER.

Dated: July 12, 2024

/s/ Ted L. Walker  
Ted L. Walker, Substitute Trustee  
PO Box 62  
Jasper, Texas 75951  
Phone (409) 384-8899  
Facsimile (409) 384-9899  
Email [twalker@walker-firm.com](mailto:twalker@walker-firm.com)

# FILED AND RECORDED

**Instrument Number: 24-060**

Filing and Recording Date: 07/12/2024 01:51:18 PM Pages: 6 Recording Fee: \$4.00

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*

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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: