

NOTICE OF DEFAULT AND FORECLOSURE SALE
LEGAL NOTICE

WHEREAS, on October 23, 2009 a certain Deed of Trust was executed by Marilu B. Reynolds and Bailey D. Reynolds, as mortgagor(s) (grantor(s)) in favor of Wells Fargo Bank, N.A., as mortgagee (grantee), and was recorded on October 28, 2009 in/as Volume 1763 Page 0201 in the Office of the Recorder, Kerr County, Texas; and

WHEREAS, the Mortgage was insured by the United States Secretary of Housing and Urban Development (the “Secretary”) pursuant to the National Housing Act for the purpose of providing single family housing; and

WHEREAS, the Mortgage is now owned by the Secretary, pursuant to an assignment dated March 29, 2016, and recorded on April 6, 2016 in/as Instrument Number 16-02052 in the Office of the Recorder, Kerr County, Texas; and

WHEREAS, a default has been made in the covenants and conditions of the Mortgage in that payment due on July 24, 2024 was not made and remains wholly unpaid as of the date of this notice, and no payment has been made sufficient to restore the loan to currency; and WHEREAS, the entire amount delinquent as of June 05, 2025 is \$773,824.62; and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Mortgage to be immediately due and payable;

NOW THEREFORE, pursuant to powers vested in me by the Single Family Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR Part 27 subpart B, and by the Secretary’s designation of me as Foreclosure Commissioner, recorded on July 12, 2021 in Instrument Number 21-06098 in the Office of the Recorder of Kerr County, Texas, notice is hereby given that, on November 03, 2026 at 1pm-4pm local time, all real and personal property at or used in connection with the following described premises (“Property”), will be sold at public auction to the highest bidder(s):

LEGAL DESCRIPTION

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, LYING AND BEING SITUATED IN THE COUNTY OF KERR, STATE OF TEXAS, BEING A 2.25 ACRE TRACT OR PARCEL OF LAND SITUATED IN KERR COUNTY, TEXAS; BEING IN AND A PART OF ORIGINAL SURVEY NO. 1, BEATY, SEALE AND FORWOOD, CERTIFICATE NO. 1586, ABSTRACT NO. 75 IN KERR COUNTY, TEXAS; BEING A PORTION OF LOT 7, BOX S ACRES NO. 3, A SUBDIVISION OF RECORD IN VOLUME 3, PAGE 157, PLAT RECORDS OF KERR COUNTY, TEXAS; BEING PART OF THAT SAME TRACT HAVING BEEN CONVEYED FROM BRYON GLENNA MCDONALD TO BEN F. HOFFBAUER AND RUTH N. HOFFBAUER BY A WARRANTY DEED RECORDED IN VOLUME 719, PAGE 87, REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS; BEING ALSO PART OF THAT SAME TRACT HAVING BEEN CONVEYED FROM RUTH N. HOFFBAUER, A SINGLE PERSON, TO BAILEY D. REYNOLDS AND MARILU B. REYNOLDS BY A WARRANTY DEED WITH VENDOR’S LIEN EXECUTED THE 3RD DAY OF JULY, 2002, RECORDED IN VOLUME 1200, PAGE 321, REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, A 1/2” REBAR ROD FOUND MARKING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF STATE F.M. HIGHWAY NO. 783 WITH THE SOUTHWEST LINE OF BOX S DRIVE, A SIXTY (60) FOOT WIDE PUBLIC ROADWAY AS SHOWN ON THE PLAT OF SAID BOX S ACRES NO. 3;

THENCE, S 63 DEGREES 04’00” E (RECORD BEARING BASIS HELD THIS SURVEY), WITH THE SOUTHWEST LINE OF SAID BOX S DRIVE, 340.20 FEET (REC. PLAT CALLS) TO A P-K NAIL SET IN A CONCRETE DRAINAGE STRUCTURE AND S 54 DEGREES 23’52” E, 5.73 FEET TO A 1/2” REBAR ROD CAPPED “TLB” SET MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; SAID ROD BEING THE MOST NORTHERLY CORNER OF THAT CERTAIN 0.24 ACRE TRACT HAVING BEEN CONVEYED TO GARY G. KNEESE, ET UX, RECORDED IN VOLUME 1068, PAGE 88, REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS;

THENCE, THROUGH THE INTERIOR OF SAID LOT 7, WITH THE NORTHWEST BOUNDARY OF SAID 0.24 ACRE KNEESE TRACT, THE FOLLOWING CALLS:

S 12 DEGREES 10’21” W, 33.36 FEET (RECORD: S 12 DEGREES 34’48” W, 33.36’) TO A 1/2” REBAR ROD CAPPED “TLB” SET;

S 23 DEGREES 15’05” W, 31.37 FEET (RECORD: S 23 DEGREES 39’32” W. 31.37”) TO A 1/2” REBAR ROD CAPPED “TLB” SET;

S 25 DEGREES 42’23” W, 43.86 FEET (RECORD: S 26 DEGREES 06’51” W. 43.86’) TO A 1/2” REBAR ROD CAPPED “TLB” SET;

S 27 DEGREES 58’18” W. 45.03 FEET (RECORD: S 28 DEGREES 22’45” W, 45.03’) TO A 1/2” REBAR ROD CAPPED “TLB” SET;

S 54 DEGREES 00’43” W, 74.48 FEET (RECORD: S 54 DEGREES 25’10” W, 74.48’) TO A 1/2” REBAR ROD CAPPED “TLB” SET; AND

S 34 DEGREES 07’49” W, 61.45 FEET (RECORD: S 34 DEGREES 07’49” W, 61.45 FEET (RECORD: S. 34 DEGREES 32’16” W, 72.72’) TO A 1/2” REBAR ROD CAPPED “TLB” SET IN THE SOUTHEAST LINE OF SAID LOT 7 MARKING THE MOST WESTERLY CORNER OF SAID 0.24 ACRE KNEESE TRACT;

THENCE, S 52 DEGREES 44’20” W (REC. PLAT: S 52 DEGREES 29’ W), WITH THE SOUTHEAST LINE OF SAID LOT 7, 196.28 FEET TO A 1/2” REBAR ROD FOUND IN THE EAST RIGHT-OF-WAY LINE OF STATE F.M. HIGHWAY NO. 783 MARKING THE SOUTHWEST OR MOST SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT; BEING THE NORTHWEST CORNER OF THAT CERTAIN 1.16 ACRE PORTION OF LOT 6, BOX S ACRES NO. 3 HAVING BEEN CONVEYED TO GARY G. KNEESE, ET UX, RECORDED IN VOLUME 422, PAGE 50, REAL PROPERTY RECORDS OF KERR COUNTY, TEXAS;

THENCE, WITH THE EAST RIGHT-OF-WAY LINE OF STATE F.M. HIGHWAY NO. 783, WHICH FORMS THE WEST BOUNDARY OF SAID LOT 7, THE FOLLOWING CALLS:

N 13 DEGREES 36’43” W, 111.75 FEET (REC. PLAT: N 14 DEGREES 20’ W, 111.75’) TO A 1/2” REBAR ROD CAPPED “TLB” SET;

N 06 DEGREES 04’18” E, 119.54 FEET (REC. PLAT: N 06 DEGREES 12’; E, 121.84’) TO A 1/2” REBAR ROD CAPPED “TLB” SET;

N 03 DEGREES 16’00” E, 284.61 FEET (REC. PLAT CALLS) TO THE POINT OF BEGINNING, CONTAINING 2.25 ACRES OF LAND WITHIN THESE METES AND BOUNDS.

Commonly known as: 113 Box S Dr, Kerrville, TX, 78028

Permanent Parcel Number(s): 23756

The sale will be held at the front entrance of the Kerr County Courthouse or as designated by the County Commission office. The United States Secretary of Housing and Urban Development will bid \$842,329.86 plus any additional accrual, fees, costs or charges incurred by the Secretary up to the date of sale. There will be no proration of taxes, rents or other income or liabilities, except that the purchaser(s) will pay, at or before closing, his (their) pro-rata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale. When making their bids, all bidders, except the Secretary, must submit a deposit totaling \$84,232.99 in the form of a certified check or cashier’s check made out to the United States Secretary of Housing and Urban Development. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of \$84,232.99 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier’s check. If the Secretary is the high bidder, he need not pay the bid amount in cash. The successful bidder(s) will pay all conveyancing fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidder(s) will be returned to them. The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a fee of \$500, paid in advance. The extension fee shall be paid in the form of a certified or cashier’s check made payable to the United States Secretary of Housing and Urban Development. If the high bidder(s) close(s) the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due at closing. If the high bidder(s) is/are unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit, or at the election of the foreclosure commissioner after consultation with the HUD representative, will be liable to the Secretary for any costs incurred as a result of such failure, and the Commissioner may, at the direction of the HUD Field Office Representative, offer the Property to the second highest bidder for an amount equal to the highest price offered by that bidder. There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant. The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier’s check payable to the United States Secretary of Housing and Urban Development, before public auction of the property is completed. The amount that must be paid if the mortgage is to be reinstated prior to the scheduled sale is \$842,329.86 as of November 03, 2026, plus all other amounts that would be due under the mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner’s attendance at the sale, reasonable and customary costs incurred for title and lien record searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement. Tender of payment by certified or cashier’s check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below.

Notary Public
My Commission Expires:
This Instrument prepared by: Lori Long, Esq.
6565 N MacArthur Blvd, Suite 470, Irving, TX 75039,
24-031904