

NOTICE OF FORECLOSURE SALE

STATE OF TEXAS

COUNTY OF LUBBOCK

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This Notice of Foreclosure Sale is executed as of the date set forth below with respect to the following:

Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents (as amended, restated, modified, supplemented or assigned, the **“Deed of Trust”**):

Dated:June 14, 2023

Borrower:THUNDER SUN INC., a Texas corporation

Lender:COMMUNITY NATIONAL BANK

Original Trustee:William D. Stovall

Recorded:June 16, 2023, in the Official Public Records of Lubbock County, Texas, as Document No. 2023022398.

Secures:Promissory Note dated June 14, 2023, in the original principal amount of \$927,500.00, executed by Borrower and payable to the order of Lender (as further amended, restated, modified, supplemented or assigned from time to time, the **“Note”**)

Lender’s Address:Community National Bank
17855 N. Dallas Parkway
Suite 195
Dallas, TX 75287

Property:The real property described in Exhibit A attached hereto, together with any and all buildings, structures, goods, materials, supplies, chattels, furniture, fixtures (including, but not limited to all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), income, receivables, accounts, cash, issues, profits, charges, receipts, revenues, deposits or securities deposited from any and all sources arising from or attributable to the Property including without limitation any leases, subleases, subsubleases, lettings, licenses, concessions, along with any insurance proceeds, condemnation awards or equipment and machinery attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part thereof, and other tangible and intangible property and rights thereto described in the Deed of Trust or related security agreements.

Substitute Trustee:Terry Browder, Laura Browder or Jamie Osborne

Substitute Trustee's Address: c/o Munsch Hardt Kopf & Harr, P.C.
500 N. Akard St., Suite 4000
Dallas, TX 75201
Attn: James D. Wilson

Foreclosure Sale: (the "**Foreclosure Sale**")

Date: Tuesday, December 2, 2025

Time: The Foreclosure Sale will take place between the hours of 10:00 a.m. and 1:00 p.m. local time; the earliest time at which the Foreclosure Sale will begin is 10:00 a.m., local time.

Place: the gazebo located on the front lawn of the county courthouse, with the first alternate location being the second floor auditorium at 916 Main and the second alternate location being the commissioner's court located on the fifth floor of the courthouse, or another location as designated for foreclosure sales by the Lubbock County Commissioners Court pursuant to § 51.002 of the Texas Property Code.

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 credited against the outstanding 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 such default(s), Lender, the owner and holder of the Note, has requested that Substitute Trustee sell the Property at the Foreclosure Sale.

The Deed of Trust encumbers 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 personalty, fixtures, equipment and other tangible and intangible property described in the Deed of Trust and any related security agreements 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 of the Foreclosure Sale described above, Substitute Trustee will sell the Property by public sale to the highest bidder in accordance with the Deed of Trust.

[SIGNATURE PAGE FOLLOWS]

WITNESS MY HAND this 7 day of Nov., 2025.


~~Terry Browder, Laura Browder or Jamie Osborne~~
Substitute Trustee
c/o Munsch Hardt Kopf & Harr, P.C.
500 North Akard Street, Suite 4000
Dallas, Texas 75201
Attn: James D. Wilson

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I, the undersigned Notary Public, do hereby certify that Terry Browder, ~~Laura Browder or Jamie Osborne~~, personally appeared before me this day and acknowledged that he/she is the Substitute Trustee duly appointed by Lender, and that by authority duly given, he/she executed the foregoing instrument in the above mentioned capacity, for the purposes and consideration set forth therein.

WITNESS my hand and official seal this the 7 day of Nov., 2025.



Marsha Monroe
Notary Public, State of Texas
Commission Expires: 12/17/2028
Printed Name: Marsha Monroe

Exhibit A: Real Property Description

EXHIBIT "A"
(Description of Property)

Real Property and Mortgaged Personal Property (collectively the "Mortgaged Property"):

9.9975 acres out of the SE/4 of Section Ten (10), Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a RR spike found in the S/line of Section 10 for the SE corner of this tract, from whence a RR spike found for the SE corner of Section 10 bears N 89°55'45" E. a distance of 1364.46 feet;

THENCE S 89°52'41" W along the S/line of Section 10, a distance of 1062.44 feet to a RR spike found for the SW corner of this tract;

THENCE N 0°07'19" W, at 50 feet pass a 3/8" IR set for reference in N/line of 114th Street, in all a total distance of 409.90 feet to a 3/8" IR set for the NW corner of this tract;

THENCE N 89°52'41" E. a distance of 1062.44 feet to a 3/8" IR set for the NE corner of this tract;

THENCE S 0°07'19" E, 359.90 feet pass a 3/8" IR set for reference in N/line of 114th Street, in all a total distance of 409.90 feet to the Place of Beginning;

together with, all and singular (i) all improvements and structures thereon, (ii) all right, title and interest of Mortgagor in and to equipment, apparatus, fixtures and personal property now or hereafter attached thereto or used in connection with the operation of the Real Property, including (but not limited to) all heating, lighting, refrigeration, plumbing, ventilation, incinerating, water heating, cooking, dishwashing, radio, communication, electrical, air conditioning equipment, appliances, generators, engines and machinery, elevators, pumps, motors, compressors, boilers, condensing units, disposals, range hoods, furniture, furnishings, sprinklers, wiring, pipe, doors, windows, window screens, draperies, awnings, shelving, mantels, cabinets, paneling, wall coverings and floor coverings and such other goods as are ever used or furnished in operating any building or buildings located or to be located on the Real Property; together with all building materials, supplies, tools, implements and equipment now or hereafter delivered thereto or to be installed on the Real Property; (iii) all rights, titles, powers, privileges, easements, licenses, permits, approvals, reservations, rights-of-way, bonds, and interests appurtenant thereto or used in connection with the Real Property; (iv) all right, title, and interest of Mortgagor in and to adjacent streets, alleys, rights-of-way or sidewalks, drainage facilities, utility facilities, strips and gores between the Real Property and abutting properties and all permits, consents, licenses and bonds, if any, related to the ownership or operation of the Real Property; (v) all rights, titles, powers, and interests appurtenant or incidental to any of the foregoing, including without limitations, any and all water and water rights, water and sewer taps, rights under utility agreements with public or private entities or agencies with respect to providing of utility services; (vi) all of Mortgagor's rights, if any, in and to all plans, drawings and abstracts pertaining to the Mortgaged Property; (vii) all insurance and proceeds of insurance related to the Mortgaged Property; (viii) all accounts receivable, notes receivable, checks, drafts, contract rights, instruments, documents, chattel paper, and general intangibles of every nature evidencing Mortgagor's right to the payment of money and arising from the sale, lease or license of Mortgaged Property; and (ix) all proceeds, cash and non-cash products, substitutions and replacements of Mortgaged Property together with all property of Mortgagor now or hereafter in the possession of Mortgagor, including deposits, savings accounts and certificates of deposit.

Assignment of Lease: Mortgagee retains the rights at any time and from time to time to require Mortgagor to additionally secure the Indebtedness by a separate written assignment in recordable form of any or all leases of the Real Property.

All of the foregoing Mortgaged Property which is not Real Property shall be deemed to be Mortgaged Personal Property.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion

NOTICE OF FORECLOSURE - THUNDER SUN INC.

Kelly Pinion, County Clerk
Lubbock County, TEXAS
11/07/2025 11:24 AM
FEE: \$2.00
2025043698