

**Notice of Foreclosure Sale and
Notification of Disposition of Collateral**

December 9, 2025

Deed of Trust Security Agreement – Financing Statement (“Deed of Trust”):

Dated: December 30, 2020

Grantor: Dave Hotels, LLC, a Texas limited liability company

Trustee: R. Todd Pope, SVP & SW Market President

Lender/Beneficiary: Wellington State Bank

Recorded in: Document number 2021000010 in the Official Public
Records of Lubbock County, Texas.

Legal Description: Tracts “A” “B” and “C”, Bhakta Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Volume 6919, Page 17, Real Property Records of Lubbock County, Texas, corrected in Volume 7518, Page 281 of the Official Public Records of Lubbock County, Texas.

Personal Property: The property constituting personal property located in or on and used in the enjoyment of the Property, together with the following personal property:

All fixtures, supplies, building materials, and other goods of every nature now or hereafter located, used, or intended to be located or used on the Property;

All plans and specifications for development of or construction of improvements on the Property;

All contracts and subcontracts relating to the construction of improvements on the Property;

All accounts, contract rights, instruments, documents, general intangibles, and chattel paper arising from or by virtue of any transactions relating to the Property;

All permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property;

All proceeds payable or to be payable under each policy of insurance relating to the Property; and

All products and proceeds of the foregoing.

Secures: Promissory Note ("Note") in the original principal amount of \$2,452,695.00 executed by Dave Hotels, LLC, a Texas limited liability company ("Borrower"), and payable to the order of Lender

Modifications and Renewals: Reinstatement and Extension Agreement dated the 27th day of December, 2024.

Guaranty: Commercial Guaranty from Atul Dave, Guarantor, dated December 30, 2020.

Commercial Guaranty from Harendra I. Patel, Guarantor, dated December 30, 2020.

Commercial Guaranty from Neeta Patel, Guarantor, dated December 30, 2020.

Substitute Trustee: Michael Crump

Substitute Trustee's Address: 7801 Quaker Avenue, Lubbock, Texas 79424

Foreclosure Sale:

Date: January 6, 2026

Time: **The earliest time at which the Foreclosure Sale will begin is 10:00 a.m. and not later than three hours thereafter.**

Place: Gazebo located on the front lawn of the Lubbock County Courthouse, with the first alternate location being the Second Floor Auditorium at 916 Main Street, and the second alternate location being the Commissioners Courtroom located on the Fifth Floor of the Courthouse in Lubbock County, Texas, or if the preceding area is no longer the designated area, at the area most recently designated by the Lubbock 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.

Name of Debtor: Dave Hotels, LLC, a Texas limited liability company

We will sell the property constituting personal property located in or on and used in the enjoyment of the real property described above, together with the following personal property:

All fixtures, supplies, building materials, and other goods of every nature now or hereafter located, used, or intended to be located or used on the Property;

All plans and specifications for development of or construction of improvements on the Property;

All contracts and subcontracts relating to the construction of improvements on the Property;

All accounts, contract rights, instruments, documents, general intangibles, and chattel paper arising from or by virtue of any transactions relating to the Property;

All permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property;

All proceeds payable or to be payable under each policy of insurance relating to the Property; and

All products and proceeds of the foregoing.

to the highest qualified bidder in public as follows:

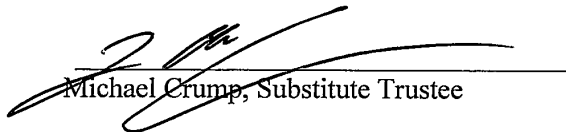
Date: January 6, 2026

Time: 10:00 a.m.

Place: Gazebo located on the front lawn of the Lubbock County Courthouse, with the first alternate location being the Second Floor Auditorium at 916 Main Street, and the second alternate location being the Commissioners Courtroom located on the Fifth Floor of the Courthouse in Lubbock County, Texas, or if the preceding area is no longer the designated area, at the area most recently designated by the Lubbock County Commissioner's Court.

You are entitled to an accounting of the unpaid indebtedness secured by the property that we intend to sell for a charge of \$0.00. You may request an accounting by calling us at (806) 785-8500.

WELLINGTON STATE BANK makes no warranties of merchantability or fitness for a particular purpose concerning any of the property sold under this Notice. All such property is sold "**AS IS**" and "**WITH ALL FAULTS**". Further, **WELLINGTON STATE BANK** makes no express or implied warranties of any nature whatsoever. The Buyer acknowledges that he has inspected the property or has had the opportunity to inspect the property to the Buyer's satisfaction, and the Buyer agrees to accept the property "**AS IS**" and "**WITH ALL FAULTS**" and the Buyer acknowledges that **WELLINGTON STATE BANK** has made no warranties, either express or implied or otherwise, or any warranties of merchantability or fitness for a particular purpose concerning the property sold under this Notice.


Michael Crump, Substitute Trustee

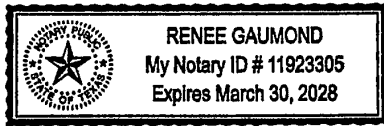
STATE OF TEXAS

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COUNTY OF LUBBOCK

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This instrument was acknowledged before me on the 9th day of December, 2025, by
Michael Crump, Substitute Trustee.



Renee Gaumont
Notary Public, State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion
Kelly Pinion, County Clerk
Lubbock County, TEXAS
12/09/2025 02:48 PM
FEE: \$2.00
2025048023