

Notice of Foreclosure Sale and Notification of Disposition of Collateral

December 9, 2025

Deed of Trust, Security Agreement, and Assignment of Rents ("Deed of Trust"):

Dated: September 17, 2020

Borrower: HANN INVESTMENTS, LLC, a Texas Limited Liability

Company

Trustee: Todd Pope

Lender/Beneficiary: WELLINGTON STATE BANK, a Texas banking corporation

Recorded in: Document number 2020042761 in the Official Public

Records of Lubbock County, Texas.

Legal Description: See Exhibit A attached hereto.

Secures: Term Promissory Note ("Note") in the original principal amount of

\$2,047,500.00 executed by HANN INVESTMENTS, LLC, a Texas Limited Liability Company ("Borrower"), and payable to the order

of Lender

Modifications and

Reinstatement and Extension Agreement dated the 27th day of

Renewals: December, 2024.

Guaranty: Guaranty Agreement from Harendra Patel, a/k/a H.I. Patel and

Neeta Patel, Guarantors, executed on September 17, 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: HANN INVESTMENTS, LLC, a Texas Limited Liability Company

We will sell the personal property described on Exhibit A attached hereto 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.

Notary Public, State of Texas

RENEE GAUMOND
My Notary ID # 11923305
Expires March 30, 2028

Exhibit A to Deed of Trust

Mortgaged Property

Part I. Legal Description

LOT FIVE (5), ASHLEY SUBDIVISION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 849, PAGE 649, DEED RECORDS OF LUBBOCK COUNTY, TEXAS, <u>SAVE AND EXCEPT</u> THAT PORTION PREVIOUSLY CONVEYED TO THE STATE OF TEXAS BY DEED-CONTROLLED ACCESS HIGHWAY FACILITY RECORDED IN VOLUME 7212, PAGE 277 OF THE OFFICIAL REAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS, REFERENCE TO WHICH INSTRUMENT IS MADE FOR A MORE COMPLETE DESCRIPTION OF THE TRACT OF LAND SO EXCLUDED.

Part II. Personal Property

All equipment, fixtures, and articles of personal property of Borrower now or hereafter attached to or used in and about the buildings and other improvements (such buildings and other improvements being hereinafter called the "Improvements") now or hereafter erected or constructed on the Mortgaged Premises which are necessary or useful for complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be erected or constructed, or which are or may be used in or related to the financing or the operation thereof; all building materials and equipment now or hereafter delivered to the Improvements and intended to be installed therein; all plans and specifications for the Improvements; all contracts and subcontracts relating to the Improvements, all deposits (including tenant's security deposits), funds, accounts, contract rights, instruments, documents, general intangibles (including trade-marks, trade names and symbols used in connection therewith), and notes or chattel paper arising from or by virtue of any transactions related to the Improvements; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Improvements; all proceeds arising from or by virtue of the sale, lease or other disposition of any of the real or personal property described herein; all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Improvements in any manner; all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Improvements; all proceeds arising from the taking of all or a part of the real property or any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, for any public or quasipublic use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; and all other interest of every kind and character which Borrower now has, or at any time hereafter acquires, in and to the real and personal property described herein and all property which is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Borrower with respect to such property.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk Lubbock County, TEXAS 12/09/2025 02:48 PM FEE: \$2.00 2025048027