

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

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.

DEED OF TRUST INFORMATION:

Date: September 17, 2004
Grantor(s): JOSE L. MALDONADO, A SINGLE MAN
Original Mortgagee: BAYROCK MORTGAGE CORPORATION
Original Principal: \$142,500.00
Recording Information: Book 49, Page 750
Property County: Jim Hogg
Property: See Exhibit A
Property Address: 701 East Texas Street
Hebbronville, TX 78361

POSTED:
May 29 2026
AT 3:14 P. M.
ZONIA G. MORALES
COUNTY AND DISTRICT CLERK
JIM HOGG COUNTY, TEXAS
BY Rae Gutierrez DEPUTY

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: Bear Stearns Asset Backed Securities I Trust 2004-AC7, Asset-Backed Certificates, Series 2004-AC7, U.S. Bank National Association, as Trustee
Mortgage Servicer: Shellpoint Mortgage Servicing
Mortgage Servicer Address: 75 Beattie Place
Greenville, SC 29601

SALE INFORMATION:

Date of Sale: July 7, 2026
Time of Sale: 11:00 AM or within three hours thereafter.
Place of Sale: Jim Hogg County Courthouse, 102 E. Tilley, Hebbronville, TX 78361 or, if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court.
Substitute Trustee: Auction.com, LLC, and Padgett Law Group, any to act
Substitute Trustee Address: 546 Silicon Dr., Suite 103
Southlake, TX 76092

APPOINTMENT OF SUBSTITUTE TRUSTEE:

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

The undersigned is the attorney for the mortgagee and/or mortgage servicer, and in such capacity does hereby remove the original trustee and all successor substitute trustees under the above-described Deed of Trust and appoints in their place, any to act, those substitute trustees identified in the SALE INFORMATION section of this notice, whose address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092 as Substitute Trustee, who shall hereafter exercise all powers and duties to set aside the said original trustee under said Deed of Trust, and further does hereby request, authorize, and instruct said Substitute Trustees to conduct and direct the execution of remedies set aside to the beneficiary therein.

WHEREAS, the above-named Grantor(s) previously conveyed the above-described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared, such default was reported to not have been cured, and all sums secured by such Deed of Trust are declared immediately due and payable.

WHEREAS, the original Trustee and any previously appointed Substitute Trustee under said Deed of Trust has been hereby removed and the herein described Substitute Trustees, have been appointed as Substitute Trustees and authorized by the Mortgage Servicer to enforce the power of sale granted in the Deed of Trust; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note is hereby accelerated, and all sums secured by the Deed of Trust are declared to be immediately due and payable.
2. The herein appointed Substitute Trustees, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. *The Financial Crimes Enforcement Network ("FinCEN"), a bureau of the U.S. Department of Treasury, now requires the collection, certification and reporting of certain information relating to non-financed transfers of real property to legal entities and/or trusts, which such information the successful bidder(s) shall be expected to provide to the auctioneer at the time of the subject sale. Interested bidders with questions regarding the necessary information to be provided are hereby directed, generally, to FinCEN's website and, more specifically to the FinCEN Real Estate Report located in the forms bank thereof.*
4. This sale shall be subject to any legal impediments to the sale of the Property to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien imposed by the Deed of Trust.
5. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for the particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be sold "AS-IS", purchaser's will buy the property "at the purchaser's own risk" and "at his peril" and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interest of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.
6. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of

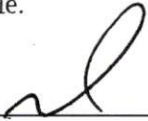
the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.

Plm

Padgett Law Group, LLC

CERTIFICATE OF POSTING

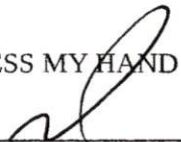
My name is W. D. LAREW, and my address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on MAY 29, 2026, I filed at the office of the Jim Hogg County Clerk to be posted at the Jim Hogg County courthouse this notice of sale.



Declarant's Name: W. D. LAREW

Date: 5/29/26

Padgett Law Group
546 Silicon Dr., Suite 103, Southlake, TX 76092
(850) 422-2520

WITNESS MY HAND this 29 day of MAY, 2026


Mejia & Ruiz Land Surveyors, L.L.C.

101 W. Hillside, Suite 10
Laredo, Texas 78041
956-724-8423 724-7208 fax

Field Notes

For a 5.0 acre tract of land out of a 29.74 acre tract of land, being made up of a portion of a 27.67 acre tract of land conveyed by deed to Marlin Forbes, and a 5.0 Acre tract of land and a 2.36 acre tract of land, conveyed by deed to Marlin G. Forbes, and being situated in the Simon de Hinojosa (Noriecitas) Grant, Abstract 356, Jim Hogg County, Texas

Being a 5.0 acre tract of land out of a 29.74 acre tract of land, being made up of a portion of a 27.67 acre tract of land conveyed by deed to Marlin Forbes, as recorded in volume 89, Pages 156-159, Deed Records, Jim Hogg County, Texas, and a 5.0 acre tract of land and a 2.36 acre tract of land conveyed by deed to Marlin G. Forbes, as Recorded in Volume 41, Pages 268-280, Probate Records, Jim Hogg County, Texas, and being situated in the Simon de Hinojosa (Noriecitas) Grant, Abstract 356, Jim Hogg County, Texas, and being more particularly described by metes and bounds as follows, to wit:

Beginning at a *fence corner post* found at the southerly Right of Way line of the Texas Mexican Railroad, at the northwesterly corner of a tract of land conveyed by deed to Marlin Forbes, as recorded in Volume 89, Pages 156-159, Deed Records, Jim Hogg County, Texas, from which a fence corner post found at the northwest corner of a tract of land conveyed by deed to Guadalupe Rodriguez, Jr., and wife, Fiona McMinn Rodriguez, as recorded in Volume 158, Pages 313-316, Deed Records, Jim Hogg County, Texas, bears South 86 degrees 17 minutes 17 seconds East, 1210.57 feet, for the northeast corner hereof;

Thence, with the west line of said Forbes tract, *South 02 degrees 01 minutes 10 seconds East, 713.44 feet* to a *fence corner post* found on a north line of said Forbes tract, for the southeast corner hereof;

Thence, with a north line of said Forbes tract, and fence, *North 86 degrees 33 minutes 52 seconds West, 299.61 feet* to a $\frac{1}{2}$ " *iron rod* set at the southeast corner of a 2.36 acre tract of land conveyed by deed to Marlin G. Forbes, as Recorded in Volume 41, Pages 268-280, Probate Records, Jim Hogg County, Texas, for the southwest corner hereof;

Thence, with the east line of said Forbes tract, *North 02 degrees 02 minutes 23 seconds East, 714.92 feet* to a $\frac{1}{2}$ " *iron rod* set at the southerly Right of Way line of the Texas Mexican Railroad, for the northwest corner hereof;

Thence, with the southerly Right of Way line of said Texas Mexican Railroad, *South 86 degrees 17 minutes 17 seconds East, 300.00 feet* to the **Point of Beginning** and containing **5.0 acres** of land, more or less.

Basis of Bearings: A fence corner post found at the northeast corner of a tract of land conveyed by deed to Marlin Forbes, as recorded in Volume 89, Pages 156-159, Deed Records, Jim Hogg County, Texas, and a 4" pipe found at the southeast corner of said Forbes tract, called by deed to be South 01 degrees 19 minutes East, 257.4 varas (715.00 feet), but found by GPS observation to be Measured S 02 degrees 01 minutes 51 seconds East ~ 715.24 feet.

State of Texas:
County of Webb:

I, **Julio Mejia Ruiz**, a Registered Professional Land Surveyor, do hereby state that the above described "Field Notes" and attached "Plat of Survey" is true and was prepared from an actual survey of the property made under my supervision on the ground and that the **BOUNDARY POINTS** shown were properly placed or located under my supervision.



08-27-04
Current Date