NOTICE OF POSTING OF NON-JUDICIAL FORECLOSURE 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.

WHEREAS, on April 10, 2023, a Deed of Trust (**"Deed of Trust"**) was executed on behalf GJMery Investments LLC (**"Grantor"**) by George N. Mery, President and Julie Mery, Secretary, in order to secure Blue Sky Bank **("Lender")** in the payment of one certain Promissory Note dated April 10, 2023, in the original principal sum of $4,678,000.00 executed by Vincent E. Mery and George N. Mery, in their capacities as President and Vice President of Mery Investments, Inc. respectively, made payable to Blue Sky Bank, **("Note")**, said Deed of Trust being filed for record on April 11, 2023, in the Official Public Records of **Bandera** County, Texas indexed as Document #00258126, Volume 1307, Pages 158-165.

WHEREAS, the following have been appointed substitute trustees:
Elizabeth G. Smith, Substitute Trustee
6655 First Park Ten, Suite 240
San Antonio, Texas 78213
OR
Frank L. Sughrue, Substitute Trustee
5118 Barth Rd.
Lockhart, Texas 78644

FILED
AT 12:45 O'CLOCK P M. ON
NOV 10 2026
TANDIE MANSFIELD, COUNTY CLERK
BANDERA COUNTY, TEXAS
BY DEPUTY

have been **appointed as Substitute Trustees in the place and stead of Blue Sky Bank, Trustee** in the aforesaid Deed of Trust, said appointments being in the manner authorized by the Deed of Trust; and

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust, and the indebtedness evidenced therein is now wholly due, and the Beneficiary of the Deed of Trust has requested the undersigned to sell the Property to satisfy same.

FORECLOSURE SALE:

Date: **Tuesday, December 1, 2026**

Time: The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 P.M., local time; the earliest time at which the Foreclosure Sale will begin is 10:00 A.M. and not later than three hours after that time.

Place: Bandera County Courthouse, 500 Main St. Bandera, Texas 78003, in the area designated by the Commissioners Court of such County, or if no such area has been so designated, then at the place where non-judicial foreclosure sales

of real property are customarily and regularly held in **Bandera** County, Texas.

Terms of Sale: Any Substitute Trustee appointed by the holder of the Note will sell the following described real property to the highest bidder for cash, except that Blue Sky Bank's bid may be by credit against the indebtedness secured by the liens of the Deed of Trust; and subject to the unpaid balance due and owing on any lien indebtedness affecting the property which is superior to the Deed of Trust:

BEING Lot 78, Block 1, PEBBLE BEACH, Unit 1, a subdivision situated in Bandera County, Texas, according to plat thereof in Volume 1, Page 64, Plat Records of Bandera County, Texas, SAVE AND EXCEPT that portion located on or below the 1084 contour line of Medina Lake.

The Property includes all existing or subsequently erected or affixed buildings, improvements and fixtures; and all easements, rights of way and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the real property, including without limitation such rights as Grantor may have in all minerals, oil, gas, geothermal and similar matters. All of the foregoing is referred to herein as the "Property".

The term "Property" shall include the Real Property and all other descriptions of property, real or personal, described herein and in the Deed of Trust.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED HEREIN TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INTEREST IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER AND HAS BEEN AUTHORIZED TO APPOINT THE SUBSTITUTE TRUSTEES NAMED HEREIN IN ACCORDANCE WITH THE TEXAS PROPERTY CODE.

Mortgagee has appointed Elizabeth G. Smith, Substitute Trustee OR Frank L. Sughrue Substitute Trustee under the Deed of Trust and either of them is authorized to proceed with the foreclosure sale pursuant to the same Deed of Trust. Mortgagee has instructed either Elizabeth G. Smith, Substitute Trustee OR Frank L. Sughrue, Substitute Trustee to offer the Property for sale toward the satisfaction of the Note.

The Property to be sold is the same property described in said Deed of Trust, except as same may have been modified of record.

THE SALE OF THE PROPERTY IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE SUBSTITUTE TRUSTEE(S), EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. NEITHER THE OWNER OF THE PROMISSORY NOTE NOR THE SUBSTITUTE TRUSTEE(S) MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COMPLIANCE WITH LAWS, RULES, AGREEMENTS OR SPECIFICATIONS, NOR WITH RESPECT TO CONDITION, QUALITY, CAPACITY, DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS OR ANY OTHER WARRANTY OR REPRESENTATIONS WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH ARE EXPRESSLY WAIVED BY PURCHASER. PROSPECTIVE BIDDERS ARE ADVISED TO CONDUCT AN INDEPENDENT INVESTIGATION OF THE NATURE AND PHYSICAL CONDITION OF THE PROPERTY.

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 §51.0075(a) of the Texas Property Code, Substitute Trustee(s) 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(s). **FURTHER, SUBSTITUTE TRUSTEE WILL NOT ACCEPT ANY FORM OF PAYMENT FOR THE PURCHASE OF THE PROPERTY WHICH IS NOT EXPRESSLY PAYABLE TO: "BLUE SKY BANK".**

IN WITNESS HEREOF this instrument has been executed the 10th day of November, 2026.

Substitute Trustee:

Elizabeth G. Smith, Law Offices of Elizabeth G. Smith
6655 First Park Ten, Suite 240, San Antonio, TX 78213
Ph: 210-731-9177; Fax: 210-731-9130; Cell 210-861-3959
Frank L. Sughrue, FLS Auction, Inc., 5118 Barth Rd. Lockhart, Texas 78644, Ph: (512) 940-0196

After Recording Return to:
Law Offices of Elizabeth G. Smith
6655 First Park Ten, Suite 240
San Antonio, Texas 78213
commonly known as: 243 Lookout Dr., Lakehills, TX 78063-6423