

**NOTICE OF FORECLOSURE SALE**

Effective as of June 12, 2023, B Healthy Meats, LLC, William Douglas Bineham aka William Bineham, and Susan Bineham aka Susan Diane Bineham aka Susan Diane Sedgwick aka Susan Diane Cadle (hereinafter collectively referred to as "Grantor"), executed a Deed of Trust (the "Deed of Trust"), conveying to Thomas J. Rothe, as Trustee, the Real Property (as hereinafter defined), said Deed of Trust originally filed for record under Document Number 2023018957, in the Official Public Records of Uvalde County, Texas, to secure Thomas J. Hammond and Janet G. Hammond (hereinafter collectively referred to as "Lender"), in the payment of a promissory note of even date, in the original principal sum of \$3,000,000.00, executed by B Healthy Meats, LLC, payable to Lender (the "Note"), together with all other debt that Grantor may owe Lender.

The Real Property is hereinafter referred to as the "Collateral."

Under the terms of the Deed of Trust, the undersigned has been appointed substitute trustee (hereinafter the "Substitute Trustee"), pursuant to Texas Property Code Section 51.0075, to succeed to all powers, titles, and duties of the original or successor trustees that are removed herein.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE 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.

Lender has advised Substitute Trustee that: (i) default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust; (ii) the Note is now wholly due; and (iii) the Note remains unpaid.

Lender, as the owner and holder of the Note, has instructed Substitute Trustee to sell the Collateral, Lender having elected to proceed against and sell the Collateral in accordance with Lender's rights and remedies under the Deed of Trust.

**NOTICE IS HEREBY GIVEN** that on Tuesday, May 6, 2025, at 1:00 p.m., or not later than three hours after that time, I will, as Substitute Trustee under the Deed of Trust, begin the sale of the Collateral, at public auction, to the highest bidder for cash, except that Lender's bid may be by credit against the Note, at the area designated by the Commissioners' Court of Uvalde County for conducting foreclosure sales, being the steps on the east side of the Courthouse situated at 100 N. Getty, Uvalde, Uvalde County, Texas 78801. The sale shall be completed by no later than 4:00 p.m.

The Real Property is described as follows: 10.928 acres of land situated about 5.8 miles 48 deg. E of Uvalde, in Uvalde County, Texas, out of Survey No. 668, Abstract No. 147, Alfred Douthit, original Grantee, being a portion of that certain 44.38 acre tract of land described in a deed to Joy Pipe, Inc. from James Henry Herring, et ux, dated February 19, 1985, as recorded in Volume 261, Page 169 of the Deed Records of Uvalde County, Texas, and being more particularly described by metes and bounds in Exhibit "A" to Deed of Trust dated June 12, 2023 and recorded under Document No. 2023018957 in the Official Public Records of Uvalde County, Texas, together with the property constituting personal property located in or on and used in the enjoyment of the said 10.928 acres, whether or not said personal property is still located on the real property

FILED  
This 11th day of APR, A.D. 2025  
at 12:22 o'clock P.M.  
DONNA M. WILLIAMS  
County Clerk, Uvalde County, Texas  
By [Signature]  
Deputy

The Collateral will be sold subject to any prior liens, outstanding ad valorem taxes, other matters of record in Uvalde County, Texas, and by instruments filed with the Texas Secretary of State's office, to the extent such matters are still effective and are superior to the liens and security interests on the Property granted in the Deed of Trust, and other exceptions to conveyance and warranty in the Deed of Trust.

Any real or personal property described in the Deed of Trust not to be sold as part of the Collateral in the sale may be noticed, at Lender's election, for sale at a subsequent date and time noticed 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.

Notice is given that the sale of the Property will be "AS IS." THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE FOR THE PERSONAL PROPERTY IN THIS DISPOSITION.

The following disclosure is provided in order to comply with Section 51.002(i) of the Texas Property Code:

**Assert and protect your rights as a member of the armed forces of the United States. If you 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.**

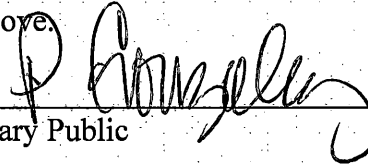
Executed effective as of April 11, 2025.



Charles W. Downing, Substitute Trustee  
201 N. Getty St., Suite C  
Uvalde, Texas 78801

THE STATE OF TEXAS    §  
  §  
COUNTY OF UVALDE    §

This instrument was acknowledged, sworn to, and subscribed before me on April 11, 2025 by Charles W. Downing in the capacity stated above.



Notary Public

