

FORECLOSURE  
FILED FOR POSTING

Cecilia McClintock  
COUNTY CLERK, LLANO COUNTY, TEXAS  
BY C. Sprahm DEPUTY  
DATE 2-12-2024  
TIME 11:25 AM

**NOTICE OF TRUSTEE'S SALE**

**FEBRUARY 8, 2024**

**DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING, AND ASSIGNMENT  
OF LEASES AND RENTS ("Deed of Trust"):**

Dated: JUNE 7, 2021

Grantor: ATOZ HOLDINGS, LLC, *a Wyoming limited liability company*

Borrower: ATOZ HOLDINGS, LLC, *a Wyoming limited liability company*

Trustee: GLENN ADAMS, PC., *Attorney at Law*

Lender: YIELDI, LLC, *a Georgia limited liability company*

Recorded in: **COUNTY CLERK FILE NUMBER 21 05603** of the real property records of **LLANO COUNTY, TEXAS.**

Legal Description: **Being Lot Nos. W4072 and W4073, HORSESHOE BAY WEST, a subdivision located in the City of Horseshoe Bay, Llano County, Texas, according to Plat No. W4.1, recorded in Volume 3, Page 44, Plat Records of Llano County, Texas; more commonly known as Lots W4072 and W4073 Fault Line, Horseshoe Bay, Texas 78657.**

Secures: Promissory Note ("Note") in the original principal amount of \$88,000.00, executed by Borrower and payable to Lender and all other indebtedness of Borrower to Lender

Guaranty: The Note and all other indebtedness of Borrower to Lender is guaranteed by a Guaranty Agreement dated June 7, 2021, and executed by Frank Diego Zapata ("Guarantor") in favor of Lender

**FORECLOSURE SALE:**

Date: *Tuesday, March 5, 2024*

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 11:00 AM and not later than three hours thereafter.

Place: At the place designated by the Llano County Courthouse for foreclosure sales located at 801 Ford Street, Llano County, Texas at the Llano County Courthouse in Llano, Texas.

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 Yieldi, LLC, a *Georgia limited liability company'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, **Yieldi, LLC**, a *Georgia limited liability company*, the owner and holder of the Note, has requested Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of **Yieldi, LLC**, a *Georgia limited liability company's* election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with **Yieldi, LLC**, a *Georgia limited liability company'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, Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If **Yieldi, LLC**, a *Georgia limited liability company* 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 **Yieldi, LLC**, a *Georgia limited liability company*. 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, 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 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.**

**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 LENDER.**

*Charles H. Mansour*

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