

TB

25TX330-0016
3819 WEMDON DR, DALLAS, TX 75220

NOTICE OF FORECLOSURE SALE

Property: The Property to be sold is described as follows:
SEE EXHIBIT "A"

Security Instrument: Deed of Trust dated October 9, 2024 and recorded on October 11, 2024 as Instrument Number 202400206168 in the real property records of DALLAS County, Texas, which contains a power of sale.

Sale Information: June 03, 2025, at 1:00 PM, or not later than three hours thereafter, at the north side of the George Allen Courts Building facing Commerce Street below the overhang, or as designated by the County Commissioners Court.

Terms of Sale: Public auction to highest bidder for cash. In accordance with Texas Property Code section 51.009, the Property will be sold as is, without any expressed or implied warranties, except as to warranties of title, and will be acquired by the purchaser at its own risk. In accordance with Texas Property Code section 51.0075, the substitute trustee reserves the right to set additional, reasonable conditions for conducting the sale and will announce the conditions before bidding is opened for the first sale of the day held by the substitute trustee.

Obligation Secured: The Deed of Trust executed by ELITE EDGE ACQUISITIONS LLC secures the repayment of a Note dated October 9, 2024 in the amount of \$2,012,500.00. LHOME MORTGAGE TRUST 2024-RTL2, whose address is c/o Kiavi Funding, Inc., 2 Allegheny Center, Nova Tower 2, Suite 200, Pittsburgh, PA 15212, is the current mortgagee of the Deed of Trust and Note and Kiavi Funding, Inc. is the current mortgage servicer for the mortgagee. Pursuant to a servicing agreement and Texas Property Code section 51.0025, the mortgagee authorizes the mortgage servicer to administer the foreclosure on its behalf.

Substitute Trustee: In accordance with Texas Property Code section 51.0076 and the Security Instrument referenced above, mortgagee and mortgage servicer's attorney appoint the substitute trustees listed below.

BY _____
DALLAS COUNTY
COUNTY CLERK
JOHN E WARREN
2025 APR 24 AM 11:06

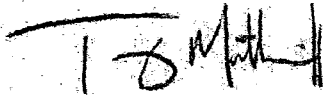


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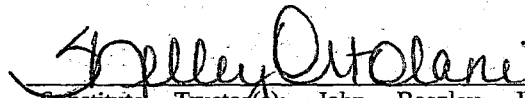
Substitute Trustee(s): John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Ramiro Cuevas, Cary Corenblum, Matthew Hansen, Joshua Sanders, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Kathy Arrington, Janet Pinder, Brandy Bacon, Jamie Dworsky, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Brenda Wiggs, Angela Cooper, Carol Dunmon, Payton Hreha, Jeff Benton, ~~James Kline, Ghasity Lewallen~~, Brian Hooper, Mike Jansta, Mike Hayward, Jay Jacobs, Andrew Garza, Luis Terrazas, Jim Mills, Susan Mills, Ed Henderson, Andrew Mills-Middlebrook, Dustin George

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.

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.



Miller, George & Suggs, PLLC
Tracey Midkiff, Attorney at Law
Jonathan Andring, Attorney at Law
Rachel Son, Attorney at Law
6080 Tennyson Parkway, Suite 100
Plano, TX 75024



Substitute Trustee(s): John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Ramiro Cuevas, Cary Corenblum, Matthew Hansen, Joshua Sanders, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Kathy Arrington, Janet Pinder, Brandy Bacon, Jamie Dworsky, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Brenda Wiggs, Angela Cooper, Carol Dunmon, Payton Hreha, Jeff Benton, ~~Jane Kline, Ghasity Lewallen~~, Brian Hooper, Mike Jansta, Mike Hayward, Jay Jacobs, Andrew Garza, Luis Terrazas, Jim Mills, Susan Mills, Ed Henderson, Andrew Mills-Middlebrook, Dustin George
c/o Miller, George & Suggs, PLLC
6080 Tennyson Parkway, Suite 100
Plano, TX 75024

Certificate of Posting

I, _____, declare under penalty of perjury that on the _____ day of _____, 20____, I filed and posted this Notice of Foreclosure Sale in accordance with the requirements of DALLAS County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).

Exhibit "A"
Property Description

BEING A 0.212 ACRE TRACT OF LAND SITUATED IN THE WILLIAM C. TRIMBLE SURVEY, ABSTRACT NUMBER 1484, DALLAS COUNTY, TEXAS AND A PART OF LOT 3 AND LOT 4 OF BLOCK 5, BERSKHIRE ADDITION ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 10, PAGE 253 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH A CAP STAMPED "RPLS 5587" FOUND (N:7001752.48', E:2474385.90') IN THE NORTH LINE OF WEMDON DRIVE FOR THE SOUTHWEST CORNER OF SAID 0.212 ACRE TRACT, BEING A POINT IN THE SOUTH LINE OF SAID LOT 3, FROM WHICH A 5/8" IRON ROD WITH A CAP STAMPED "DAVIS SURVEYING RPLS 5111" FOUND BEARS S 89°28'26" W, A DISTANCE OF 62.15 FEET. BEARINGS, COORDINATES, DISTANCE AND AREA SHOWN HEREON ARE GRID BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, U.S. SURVEY FOOT, AS DETERMINED BY GPS OBSERVATIONS USING THE ALLTERRA CENTRAL VRS NETWORK;

THENCE FROM SAID POINT OF BEGINNING, DEPARTING THE NORTH LINE OF WEMDON DRIVE, N 00°24'26" E, PASSING A 1/2" IRON ROD SET AT A DISTANCE OF 139.11 FEET AND CONTINUING IN ALL A DISTANCE OF 149.11 FEET TO A POINT FOR THE NORTHWEST CORNER OF SAID 0.212 ACRE TRACT, ALSO BEING A POINT IN THE NORTH LINE OF SAID LOT 3 AND BEING A POINT IN THE SOUTH LINE OF THE RIDGECREST VILLAGE ADDITION ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 15, PAGE 131 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS AND FROM WHICH A 1" IRON PIPE FOUND BEARS S 89°25'29" W, A DISTANCE OF 135.62 FEET;

THENCE, N 89°25'29" E, A DISTANCE OF 62.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID 0.212 ACRE TRACT, ALSO BEING A POINT IN THE NORTH LINE OF SAID LOT 4 AND BEING A POINT IN THE SOUTH LINE OF SAID RIDGECREST VILLAGE ADDITION, FROM WHICH A 1" IRON PIPE FOUND BEARS N 89°25'29" E, A DISTANCE OF 177.75 FEET;

THENCE, S 00°24'26" W, PASSING A 1/2" IRON ROD SET AT A DISTANCE OF 10.00 FEET AND CONTINUING IN ALL A DISTANCE OF 149.16 FEET TO A POINT IN THE NORTH LINE OF WEMDON DRIVE FOR THE SOUTHEAST CORNER OF SAID 0.212 ACRE TRACT, ALSO BEING A POINT SOUTH LINE OF SAID LOT 4 FROM WHICH A 1/2" BOLT WITH A SQUARE HEAD BEARS S 12°18'55" W, A DISTANCE OF 0.58' AND FROM WHICH A 1" IRON PIPE FOUND BEARS N 89°28'26" E, A DISTANCE OF 497.69 FEET;

THENCE, WITH THE NORTH LINE OF WEMDON DRIVE, S 89°28'26" W, A DISTANCE OF 62.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.212 ACRES OR 9,245 SQ. FEET OF LAND, MORE OR LESS.

NOTE: The Company is prohibited from insuring the are or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

FILED

NOTICE OF FORECLOSURE

DATE: April 23, 2025

2025 APR 23 PM 2: 32

DEBTORS: Yi Chen

JOHN F. WARREN
CLERK
*Via Certified Mail Return Receipt Requested
and Regular Mail*
ALLAS COUNTY

5990 Lindenshire Lane #128
Dallas, Texas 75230

BY: Ke DEPUTY

And

2312 Kemerton Drive
Plano, Texas 75025

ASSOCIATION: The Abbey on Preston Owners Association, a Texas nonprofit corporation

SECURITY PROPERTY: Property located at 5990 Lindenshire Lane #128, Dallas, Texas 75230 being more particularly described as follows:

Unit 128, Building A, ABBEY ON PRESTON, a Condominium Project in Dallas County, Texas; together with the limited common elements and an undivided interest in and to the general common elements, as defined in that Declaration recorded in Volume 84130, Page 5336, Condominium Records and amended in Volume 85181, Page 343; Volume 89169, Page 1239 and Clerk's File Number 202000165056, Dallas County, Texas.

ASSESSMENTS:

Pursuant to Texas Property Code §82.113, "assessments" means regular and special assessments, dues, fees, charges, interest, late fees, fines, collection costs, attorney's fees, and any other amount due to the Association by the unit owner or levied against the unit by the Association, all of which are enforceable as assessments.

ASSESSMENTS DUE:

All assessments which are owed to the Association as described in the Debt and Default Information herein, together with all additional amounts accruing and owed through the time of full payment, pursuant to the Governing Documents and law.

GOVERNING DOCUMENTS:

Amended and Restated Declaration of the Abbey on Preston, A Texas Condominium filed for record on June 25, 2020, bearing instrument number 202000165056, Official Public Records of Dallas County, Texas, including any amendments thereto and all other recorded documents governing, evidencing, administering, or securing Association assessments.

DEFAULT: Failure to pay the Assessments Due.

The undersigned represents the Association. You are in default of your obligations under the Governing Documents. Proceedings have been initiated to foreclose and sell the Security Property under the power of sale in the Governing Documents at public auction on

TUESDAY, June 3, 2025. The earliest time at which the sale will occur is 10:00 a.m., and the sale shall begin not later than three hours after that time. The sale will take place at the County Courthouse in Dallas County, Texas, in the area of the courthouse designated by the commissioners court of such county as the place where public sales of real property under a power of sale conferred by a valid lien are to take place. Enclosed with this letter is a copy of the NOTICE OF SUBSTITUTE TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE on the above mentioned Security Property.

The unpaid balance, requirements for satisfaction of the obligations imposed upon you by the Governing Documents, and fees needed to avoid foreclosure may be obtained by contacting the undersigned.

You are cautioned that, whether you elect to mail or personally deliver such sums to the Association, such sums must be actually received before the applicable deadline(s). Any failure to actually deliver such sums on or before the applicable deadline(s) because of any act or omission by you, the U. S. Postal Service, or any other person or entity upon whom you rely, shall not be considered an excuse.

In the event the Security Property is sold at foreclosure for an amount not sufficient to satisfy the entire amount owing, including attorney's fees, trustee's fees, and expenses incurred in connection therewith (unless otherwise agreed by the Association in writing, or unless you have been legally discharged from liability for the Debt), you will be liable for the deficiency.

NOTICE

1. **Defined Terms.** The words and phrases have the meanings attributed to them in the Defined Terms, and where words or phrases are otherwise stated to reasonably indicate an intention to serve as a defined term. When the context requires, singular nouns and pronouns include the plural.
2. **Collection of Debt.** This law firm represents the Association with respect to the claims it has against you. THIS FIRM IS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
3. **Demand for Payment, Debtor's Default & Right to Cure Default.** Payment of the Assessments Due is demanded. You are in Default as that term is defined in this letter. You are entitled to cure the Default at any time before the foreclosure has been completed, by paying the total Assessments Due in the required manner.
4. **Attorney Fees and Costs.** You are liable for reasonable attorney fees and other reasonable costs incurred by the Association relating to collecting amounts due to the Association for enforcing the Governing Documents administered by the Association.
5. **Further Increases.** The amount necessary to cure the Default is subject to further increases for any additional assessments becoming due after the Disclosure Date. To obtain the exact amount of Assessments Due on the date you plan to make payment curing the Default, please contact the undersigned or my staff. On the date of payment you may obtain the total amount of Assessments Due as of that date by calling the phone number on the letterhead of this letter. The information will be provided with reasonable promptness, and will likely

require information to be obtained by this office and provided to you by calling you back. If, for any reason, you are unable to obtain the exact amount of Assessments Due at the time of your proposed full payment, you should pay the amount of Assessments Due as stated in this letter, and we will inform you of the additional amounts owing before accepting your payment.

6. **Terms of Letter Not Changed Except by Signed Writing.** Please understand that no communication, written or oral, that any Debtor has had or may have with the Association concerning any modification, renewal, extension, or restructure of the Assessments Due, including any deed in lieu of foreclosure, waiver of deficiency or agreed foreclosure, in any way modifies this letter or constitutes consent to the nonpayment of the assessments, or a waiver by the Association of any of the remedies described in this letter. There is currently no modification, renewal, extension, or settlement agreement between the Debtor and the Association with regard to the Assessments Due or the Governing Documents; furthermore, no proposals made by the Debtor to the Association are effective unless and until they are reduced to writing and signed by an authorized representative of the Association. Nothing contained in this letter is intended to waive any default or event of default; waive any rights, remedies, or recourses available to the Association; or be an election of remedies resulting from any default that may exist with respect to the Governing Documents.
7. **Active Military Duty Notice.** 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. I request your written notice to provide the exact name of such member, and the member's date of birth.
8. **Required Form and Receipt of Payment.** Payment must be made in cash, cash equivalent, wire transfer, or by cashier's check at this office. Payment will be considered made only when the accepted amount and form of payment is actually and physically received.
9. **Request Responses be made to the Undersigned.** Please address all comments and correspondence directly to the undersigned according to the contact information on the letterhead of this letter.

Respectfully submitted,

/s/ Judge Platt

Judge Platt

Platt Richmond PLLC

1201 N Riverfront Blvd. Suite 100

Dallas, Texas 75207

Tel: 214-559-2700

jplatt@plattrichmond.com

Bar No: 24070427

COUNSEL FOR ASSOCIATION

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE AND
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.

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

DATE: April 10, 2025

Information Regarding the Sale:

Date of Sale: Tuesday, June 3, 2025 (which is the first Tuesday of that month)

Time of Sale: The earliest time at which the sale shall occur is 10:00 A.M or within three hours after that time.

Place of Sale: At the place in Dallas County designation by the Commissioner's Court of Dallas County, Texas where foreclosure sales are to take place.

Security Instrument:

The security instrument to be foreclosed is that certain assessment lien created by the Amended and Restated Declaration of The Abbey on Preston, a Texas Condominium (the "Association"), recorded on June 25, 2020 (the "Declaration"), the grantor being Yi Chen, to Judge Platt, Lynnsee Starr, Kinsey Lakey, and/or Frank Hill, Substitute Trustee, for the benefit of the Association, as beneficiary, and recored under Instrument No. 202000165056 recorded in the real property records of Dallas County, Texas.

Substitute Trustee:

JUDGE PLATT, LYNNSEE STARR, KINSEY LAKEY AND/OR FRANK HILL C/O
PLATT RICHMOND, PLLC

Substitute Trustee's Mailing Address:

1201 N. Riverfront Blvd. Suite 100
Dallas, TX 75207.

Obligations Secured:

BY
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
SECURITY

2025 APR 29 AM 9:32

FILED

The indebtedness is evidenced by the Declaration, for the outstanding amount owed equal to \$24,718.88, including all accrued interest, fees, and other amounts payable by Yi Chen as described in the Declaration, any other related documents, and all modifications, renewals, and extension thereof. The Association is the current lien holder under the Declaration.

PROPERTY: The property to be sold is described as follows:

Unit 128, Building A, ABBEY ON PRESTON, a Condominium Project in Dallas County, Texas; together with the limited common elements and an undivided interest in and to the general common elements, as defined in that Declaration recorded in Volume 84130, Page 5336, Condominium Records and amended in Volume 85181, Page 343; Volume 89169, Page 1239 and Clerk's File Number 202000165056, Dallas County, Texas.

RECITALS

Default has occurred in the payment of and/or in the performance of the obligations under the Declaration. Because of this default, The Association under Texas Property Code Section 51.002, has requested that the Substitute Trustee sell the Property according to the terms of the Security Instrument and applicable law.

Formal notice is now given of the Association's election to proceed against and sell the Property, consistent with Association's rights and remedies under the Declaration and applicable law.

Therefore, notice is given that on the Date and Time of the Substitute Trustee's Sale of Property and at the Place of the Substitute Trustee's Sale of Property, I, as Substitute Trustee, or any other Substitute Trustee the Association may appoint, will sell the Property by public sale to the highest bidder for cash or acceptable certified funds, according to the Declaration and applicable law. The sale and conveyance of the Property will be subject to all matters of record applicable to the Property that are superior to the lien created by the Declaration. Substitute Trustee has not made and will not make any covenants, representations, or warranties about the Property other than providing the successful bidder at the sale with a deed to the Property containing any warranties of title required by the Declaration. The Property will be sold AS IS, WHERE IS, AND WITH ALL FAULTS.

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.

APPOINTMENT OF SUBSTITUTE TRUSTEE

Security Instrument:

The security instrument to be foreclosed is that certain assessment lien created by that certain Amended and Restated Declaration of The Abbey on Preston, A Texas Condominium, recorded on June 25, 2020 (the "*Declaration*"), the grantor being Yi Chen; to Judge Platt, Lynnsee Starr, Frank Hill, and/or Kinsey Lakey, Substitute Trustee, for the benefit of the Association, as beneficiary, and recored under Instrument No. 202000165056 recorded in the real property records of Dallas County, Texas.

Substitute Trustee:

FRANKLIN HILL, LYNNSEE STARR, KINSEY LAKEY AND/OR JUDGE PLATT C/O PLATT RICHMOND, PLLC

Substitute Trustee's Mailing Address:

1201 N. Riverfront Blvd. Suite 100
Dallas, TX 75207

PROPERTY: The property to be sold is described as follows:

Unit 128, Building A, ABBEY ON PRESTON, a Condominium Project in Dallas County, Texas; together with the limited common elements and an undivided interest in and to the general common elements, as defined in that Declaration recorded in Volume 84130, Page 5336, Condominium Records and amended in Volume 85181, Page 343; Volume 89169, Page 1239 and Clerk's File Number 202000165056, Dallas County, Texas.

CURRENT BENEFICIARY ("Beneficiary")

Name: The Abbey on Preston, a Texas Condominium

Mailing address:

8750 N. Central Expressway
Suite 1735
Dallas, Dallas County, Texas 75231

SUBSTITUTE TRUSTEE: FRANKLIN HILL, LYNNSEE STARR, KINSEY LAKEY AND/OR JUDGE PLATT C/O PLATT RICHMOND, PLLC

Substitute Trustee's Mailing Address:

1201 N. Riverfront Blvd. Suite 100
Dallas, TX 75207

Each Substitute Trustee is appointed **effective as of April 22, 2025** pursuant to Texas Property Code § 51.0075 to succeed to all title, powers, and duties of the original or successor trustees under the Declaration.

Appointment of Substitute Trustee:

By: 

Name: Judge Platt

Attorney for The Abbey on Preston, a Texas Condominium

STATE OF TEXAS

§

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day appeared Judge Platt, and after being by me duly sworn, stated that he executed the foregoing instrument for the purposes and consideration therein expressed.

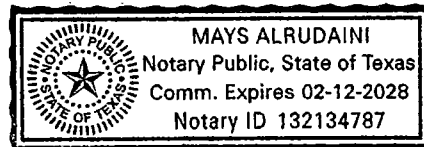
GIVEN UNDER MY HAND AND SEAL OF OFFICE on April 22, 2025.

Mays Alrudaini

Notary Public, State of Texas

Notice of Sale executed by:

Name: Judge Platt
Substitute Trustee



NOTICE OF 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 OR 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.

1. **Property to Be Sold.** The property to be sold is described as follows: BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN DALLAS COUNTY, TEXAS, AND BEING PART OF BLOCK 9, OF THE FIRST INSTALLMENT OF FRUITDALE ACRES, AN ADDITION TO THE TOWN OF FRUITDALE, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 3, PAGE 4, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS; ALSO BEING PART OF THAT CERTAIN LAND CONVEYED TO V.J. CHARBA BY DEED DATED JULY 28, 1925, AND RECORDED IN VOLUME 1250, PAGE 85 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF LINFIELD DRIVE, SAID POINT BEING THE SOUTHWEST CORNER OF A TRACT OF LAND CONVEYED TO JAMES THOMAS STEWART AND WIFE, MAJORIE ANN STEWART BY DEED RECORDED IN VOLUME 68118, PAGE 251 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE NORTH 30 DEGREES 42 MINUTES 50 SECONDS WEST WITH THE WEST LINE OF SAID STEWART TRACT, A DISTANCE OF 213.60 FEET TO ITS NORTHWEST CORNER;

THENCE SOUTH 60 DEGREES 00 MINUTES WEST, A DISTANCE OF 108.60 FEET TO A POINT IN THE EAST LINE OF A TRACT OF LAND CONVEYED TO DOUGLAS C. CHARBA BY DEED RECORDED IN VOLUME 4050, PAGE 354, OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS;

THENCE SOUTH 30 DEGREES 42 MINUTES 50 SECONDS EAST WITH THE EAST LINE OF SAID CHARBA TRACT, A DISTANCE OF 213.60 FEET TO A POINT IN THE NORTH LINE OF LINFIELD DRIVE;

THENCE NORTH 60 DEGREES 00 MINUTES EAST WITH THE NORTH LINE OF LINFIELD DRIVE, A DISTANCE OF 108.60 FEET TO THE PLACE OF BEGINNING, AND BEING KNOWN AS 2931 LINFIELD DRIVE.

2. **Instrument to be Foreclosed.** The instrument to be foreclosed is the Deed of Trust dated 11/21/2005 and recorded in Document 200503625473 real property records of Dallas County, Texas. -

3. **Date, Time, and Place of Sale.** The sale is scheduled to be held at the following date, time, and place:

Date: 06/03/2025

Time: 01:00 PM

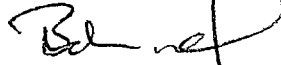
Place: Dallas County, Texas at the following location: NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONERS OFFICE or as designated by the County Commissioners Court.

4. **Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash. Pursuant to the deed of trust, the mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to section 51.009 of the Texas Property Code, the property will be sold in AS IS, WHERE IS condition, without any express or implied warranties, except as to the warranties of title, if any, provided for under the deed of trust.

5. **Obligations Secured.** The Deed of Trust executed by CHRISTINE HAYES, provides that it secures the payment of the indebtedness in the original principal amount of \$172,500.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. U.S. Bank Trust National Association, as trustee of Waterfall Victoria III-NB Grantor Trust is the current mortgagee of the note and deed of trust and CARRINGTON MORTGAGE SERVICES LLC is mortgage servicer. A servicing agreement between the mortgagee, whose address is U.S. Bank Trust National Association, as trustee of Waterfall Victoria III-NB Grantor Trust c/o CARRINGTON MORTGAGE SERVICES LLC, 1600 South Douglass Road, Suite 200-A, Anaheim, CA 92806 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

6. **Substitute Trustee(s) Appointed to Conduct Sale.** In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

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.



Mackie Wolf Zientz & Mann, P.C.
Brandon Wolf, Attorney at Law
L. Keller Mackie, Attorney at Law
Michael Zientz, Attorney at Law
Lori Liane Long, Attorney at Law
Chelsea Schneider, Attorney at Law
Ester Gonzales, Attorney at Law
Karla Balli, Attorney at Law
Parkway Office Center, Suite 900
14160 Dallas Parkway
Dallas, TX 75254

For additional sale information visit: www.mwzmlaw.com/tx-investors

Certificate of Posting

I am Donna Stockman whose address is c/o AVT Title Services, LLC, 5177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on 4/24/25 I filed this Notice of Foreclosure Sale at the office of the Dallas County Clerk and caused it to be posted at the location directed by the Dallas County Commissioners Court.

JOHN E. MAREN
COUNTY CLERK
DALLAS COUNTY
RECEIVED
APR 24 PM 12:58