

**NOTICE OF SUBSTITUTE TRUSTEE'S NON-JUDICIAL  
FORECLOSURE SALE**

Notice Concerning Military Duty: **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 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. Tex. Prop. Code § 51.002(i)**

STATE OF TEXAS                    }  
  }  
COUNTY OF DALLAS            }            **KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, by Deed of Trust (the "Deed of Trust") dated August 15, 2007, **FRANK WALTON AND Wife, LINDA WALTON JOING THEREIN FOR THE SOLE PURPOSE OF ENCUMBERING HER HOMESTEAD INTEREST, IF ANY, IN AND TO THE PROPERTY THEREBY SECURED, WHOSE ADDRESS IS: 1208 WOODBURN TRAIL, DALLAS, TX 75241**, executed a Deed of Trust conveying to D. Woodard Glenn, as Trustee, the property situated in Dallas County, Texas, to-wit:

Being Lot 2, Block 9/6899, GLENVIEW NO. 22, an Addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 48, Page 185, of the Map Records of Dallas County, Texas.

More commonly known as 1208 Woodburn Trail, Dallas, TX 75241

(herein the "Property") to secure that one certain Real Estate Lien Note (the "Note") herein described, in the original principal amount of SEVENTY-NINE THOUSAND TWO HUNDRED AND NO/100THS DOLLARS (\$79,200.00), executed by **FRANK WALTON** made payable to APOLLO FINANCIAL, INC., which such Deed of Trust is recorded in the Deed Records of Dallas County, Texas, and being document number 20070311656; and

WHEREAS EQUITY TRUST COMPANY FBO KALENA COOK IRA became the owner and holder of said Note and Deed of Trust Lien per Transfer of Lien dated April 26, 2017, which such Transfer of Lien is recorded in the Deed Records of Dallas County, Texas, and being document number 201700143092; and

WHEREAS, in accordance with Texas Property Code section 51.0076 and the Deed of Trust referenced above, EQUITY TRUST COMPANY FBO KALENA COOK IRA appoints the undersigned attorney as the Substitute Trustee (herein so called) in place of the original Trustee named in the Deed of Trust (the "Payee"), upon the contingency and in the manner prescribed by the Deed of Trust and Law; and

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

FILED

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust and the outstanding balance is now wholly due; and

WHEREAS, the owner and holder of said Note has requested the undersigned to sell said "Property" to satisfy said indebtedness.

PLEASE BE ADVISED that the Deed of Trust permits EQUITY TRUST COMPANY FBO KALENA COOK IRA to postpone, withdraw or reschedule the sale for another day. In that case, the Substitute Trustee need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and re-filed in accordance with the posting and filing requirements of the Texas Property Code. The reposting or re-filing may be after the date originally scheduled for this sale.

FURTHER PLEASE BE ADVISED, because Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust, the same is now wholly due. EQUITY TRUST COMPANY FBO KALENA COOK IRA, the owner and holder of the Note, has requested Philip D. Collins, whose address is 9330 LBJ Freeway, Suite 810, Dallas, Texas 75243, to sell the property. The Trustee has been appointed Substitute Trustee in the place of the original trustee, in the manner authorized by the Deed of Trust.

FURTHER, PLEASE BE ADVISED AS FOLLOWS:

1. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting EQUITY TRUST COMPANY FBO KALENA COOK IRA to have the bid credited to the Note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.
2. Those desiring to purchase the Property will need to demonstrate their ability to pay cash on the day the Property is sold.
3. The 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 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. The sale shall not cover any part of the Property that has been released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.
4. Pursuant to the Deed of Trust, EQUITY TRUST COMPANY FBO KALENA COOK IRA has the right to direct the Substitute Trustee to sell the Property in one or more parcels and/or to sell all or only part of the Property.
5. 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

6. Pursuant to Section 51.0075 of the Texas Property Code, the Substitute Trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by any Substitute Trustee.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN THAT ON TUESDAY, THE 4TH DAY OF JUNE, 2024, BETWEEN THE HOURS OF 10:00 A.M. AND 4:00 P.M., I WILL SELL SAID PROPERTY AT GEORGE ALLEN COURTS BUILDING 600 COMMERCE STREET, DALLAS, TEXAS, IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT OF SUCH COUNTY, THAT BEING THE OUTSIDE AREA ON THE NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG, OR AS DESIGNATED BY THE COUNTY COMMISSIONERS, TO THE HIGHEST BIDDER FOR CASH. THEN SALE WILL BEGIN AT 10:30 A.M. AND WILL TAKE PLACE NOT LATER THAN THREE HOURS AFTER THAT TIME.

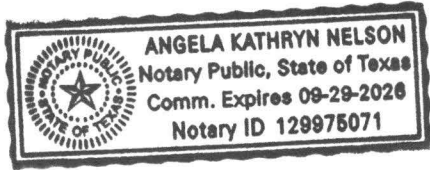
THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY THE ATTORNEY FOR EQUITY TRUST COMPANY FBO KALENA COOK IRA AND THE SO NAMED SUBSTITUTE TRUSTEE.

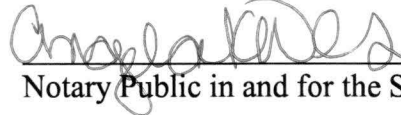
Witness the 6<sup>th</sup> day of May, 2024.

  
\_\_\_\_\_  
PHILIP D. COLLINS, Substitute Trustee

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on this 6<sup>th</sup> day of May, 2024.



  
Notary Public in and for the State of Texas

Please Return to:  
PHILIP D. COLLINS & ASSOCIATES, P.C  
PHILIP D. COLLINS  
9330 LBJ FREEWAY, SUITE 810  
Dallas, Texas 75243  
(469) 453-4600  
pdcollins@pdcollinslaw.com



FILED

2024 APR 30 AM 11:16

STATE OF TEXAS §  
COUNTY OF DALLAS §

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY \_\_\_\_\_ DEPUTY

**NOTICE OF FORECLOSURE SALE**

Notice is hereby given of a public foreclosure sale.

1. **Property to be Sold:** The property to be sold is certain real property located in Dallas County, Texas and more fully described as:

8110 Skillman Street #1007, Dallas, TX 75231; a/k/a

Unit 1007, Building A, Windtree Condominiums, a Condominium Project in the City of Dallas, 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 80098, Page 1252, Deed Records, Dallas County, Texas;

2. **Owner(s):** Efren Martinez & Efrain Martinez

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

**Date:** Tuesday, 06/04/2024

**Time:** Between the hours of 10:00 a.m. and 1:00 p.m. The sale shall commence at no earlier time than 10:00 a.m.

**Place:** At the County Courthouse in Dallas County, Texas, in the area where foreclosure sales are to take place as designated by the commissioner's court of said county, said designation having been recorded in the real property records of said county.

4. **Terms of Sale:** The sale will be conducted as a public auction to the highest bidder for cash. Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day of the sale for the property being sold. The Property will be sold "as is", "where is" and "with all faults" of whatever nature or kind. NO warranty or representation of any kind is made regarding the property.


The sale will be made expressly subject to the provisions of the Declaration, any and all prior matters of records affecting the Property and any rights of redemption granted by law. **Prospective bidders are strongly urged to examine the applicable property records and the law.**

5. **Type of Sale:** The sale is a foreclosure sale to foreclose the Lien of Windtree Homeowners Association, Inc. a/k/a Windtree Condominiums for the failure of the above-referenced owner(s) to pay assessments and related charges again the Property as reflected in the Notice of Lien filed in the County Clerk's Office.

6. **Obligation Secured:** The Lien as reflected in the Notice of Lien secures the failure to pay assessments and related charges to the Association in the amount of \$3,473.49, as of April 25, 2024.

7. **Default and Request to Act:** Default has occurred by the failure to pay assessments to the Association, and the Association has requested me as agent on behalf of the Association to conduct this sale. Notice is given that before the sale the Association may appoint another person as agent or trustee to conduct the sale.

Dated: April 25, 2024



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Jack Manning, Casey Meyers, Lance Erickson,  
Philip Traynor, Shannon Spizman, Vrutti  
Patel, and Jennifer Chacko, Attorneys &  
Substitute Trustees

MANNING & MEYERS  
Attorneys at Law  
4340 N. Central Expressway, Suite 200  
Dallas, Texas 75206  
(214) 823-6600 – Telephone  
(214) 821-3800 – Facsimile

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED ABOVE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE ABOVE NAMED ASSOCIATION.

7B

FILED

2024 APR 30 AM 11:16

STATE OF TEXAS

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COUNTY OF DALLAS

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JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

BY \_\_\_\_\_ DEPUTY

**NOTICE OF FORECLOSURE SALE**

Notice is hereby given of a public foreclosure sale.

1. **Property to be Sold:** The property to be sold is certain real property located in Dallas County, Texas and more fully described as:

8110 Skillman Street #2083, Dallas, TX 75231; a/k/a

Unit No. 2083, in Building P, together with an undivided interest in the appurtenant common elements of Windtree Condominiums, a Condominium Regime situated in the City of Dallas, Dallas County, Texas, according to the Condominium Declaration, recorded in Volume 80098, Page 1252, Condominium Records of Dallas County, Texas;

2. **Owner(s):** Raed Fessl

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

**Date:** Tuesday, 06/04/2024

**Time:** Between the hours of 10:00 a.m. and 1:00 p.m. The sale shall commence at no earlier time than 10:00 a.m.

**Place:** At the County Courthouse in Dallas County, Texas, in the area where foreclosure sales are to take place as designated by the commissioner's court of said county, said designation having been recorded in the real property records of said county.

4. **Terms of Sale:** The sale will be conducted as a public auction to the highest bidder for cash. Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day of the sale for the property being sold. The Property will be sold "as is", "where is" and "with all faults" of whatever nature or kind. NO warranty or representation of any kind is made regarding the property.


The sale will be made expressly subject to the provisions of the Declaration, any and all prior matters of records affecting the Property and any rights of redemption granted by law. **Prospective bidders are strongly urged to examine the applicable property records and the law.**

5. **Type of Sale:** The sale is a foreclosure sale to foreclose the Lien of Windtree Homeowners Association, Inc. a/k/a Windtree Condominiums for the failure of the above-referenced owner(s) to pay assessments and related charges again the Property as reflected in the Notice of Lien filed in the County Clerk's Office.

6. **Obligation Secured:** The Lien as reflected in the Notice of Lien secures the failure to pay assessments and related charges to the Association in the amount of \$3,302.96, as of April 25, 2024.

7. **Default and Request to Act:** Default has occurred by the failure to pay assessments to the Association, and the Association has requested me as agent on behalf of the Association to conduct this sale. Notice is given that before the sale the Association may appoint another person as agent or trustee to conduct the sale.

Dated: April 25, 2024

  
\_\_\_\_\_  
Jack Manning, Casey Meyers, Lance Erickson,  
Philip Traynor, Shannon Spizman, Vrutti  
Patel, and Jennifer Chacko, Attorneys &  
Substitute Trustees

MANNING & MEYERS  
Attorneys at Law  
4340 N. Central Expressway, Suite 200  
Dallas, Texas 75206  
(214) 823-6600 – Telephone  
(214) 821-3800 – Facsimile

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED ABOVE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE ABOVE NAMED ASSOCIATION.

FILED

**Notice of Substitute Trustee Sale**

2024 MAY -7 AM 9:18

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

BY \_\_\_\_\_ DEPUTY

Assert and protect your rights as a member of the armed forces of the 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.

**1. Date, Time and Place of Sale:**

**Date:** Tuesday, June 4, 2024

**Time:** The sale will begin at 10:00 AM or not later than three hours after that time.

**Place:** Dallas County Courthouse | Dallas Texas at the following location George Allen Courts Building 600 Commerce Street, Dallas Texas 75202 OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE .


**2. Terms of Sale:** The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale. The maturity of the Note has been accelerated and all sums secured by the Deed of Trust have been declared to be immediately due and payable. Payment must be made in full on the date of the sale. 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 to the warrant of title, if any, provided for under the deed of trust, Any conveyance of the property is subject to all matter of record affecting the property.

**3. Instrument to be Foreclosed:** Deed of Trust executed Maria Leon & Baldo Leon and recorded on **June 08,2020** in **Document 202100133910, Volume 19 Page 39** of the real property records of Dallas County, Texas Maria Leon & Baldo Leon , Grantor(s) and, Star Mobile Homes. L.P. as Lender, located at 2537 S. FM 148, Crandall, Texas 75114, and Trustee being Hollis Campbell, also located at 2537 S, FM 148 Crandall, Texas 75114, with promissory note securing payment of the indebtedness in the original principal amount of **\$150,000.00** and obligation therein including but not limited to the Promissory Note ("the Note") and modifications, renewal and extensions of the Promissory Note dated **June 08, 2020**.

**4. Default:** A default has occurred in the payment of indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said

**5. Property to be sold:** 13 Block 34/5372 of Casa View Height No 6, Revised An Addition to the city Dallas Texas, According to the revised map thereof if record in Volume 19,Page 39 of the map records of DALLAS TEXAS more commonly known as 2826 Encino Dr Dallas Tx 75228

**6. Limitation of Damages:** If this sale is set aside for any reason, the Purchaser shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against Lender, Trustee or Substitute Trustee.

By:  Date: 4/30/2024

Hollis Campbell, Trustee for Lender Star Mobile Homes. L.P.

FILED

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

2024 MAY -7 AM 8:48

**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.**

Notice is hereby given that a public sale auction of the Property (as that term is defined below) will be held at the date, time, and place specified herein. **Information regarding the indebtedness and deed of trust lien that is the subject of this appointment:**

Promissory Note:

Date: March 31, 2022  
Borrower(s): Cedar Spring Townhomes, LLC  
Original Payee: Construction Loan Services II, LLC  
Committed Loan Amount: \$9,689,710.50

Deed of Trust:

Record Date: April 12, 2022  
Grantor(s): Cedar Springs Townhomes, LLC  
Original Trustee: Trustee Services, Inc.  
Recorded in: Document Number 202200101650 and Document Number 202300205299 (Correction Deed of Trust), Dallas County, Texas

Property: **See attached Exhibit A.**

Present Owner of Note and Beneficiary under Deed of Trust:

Builders Capital Finance, LLC, per Assignment of Deed of Trust recorded on March 10, 2023, document filing number 2023-00046778 in Dallas County Deed Records, and Corrective Assignment of Deed of Trust dated November 1, 2023, document filing number 202300223901 in Dallas County Deed Records



**Information regarding the public sale to be held:**

Substitute Trustee: Jeffrey Leaverton *or* John T. Easter *or* Christopher V. Arisco  
Substitute Trustee  
Padfield & Stout, LLP  
420 Throckmorton Street, Suite 1210  
Fort Worth, Texas 76102

Appointed by written instrument to be filed and recorded in the Official Public Records of Tarrant County, Texas.

Date of Sale: June 4, 2024, being the first Tuesday in said month.

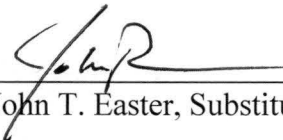
Time of Sale: The earliest time at which the sale will occur is 10:00 a.m., Texas local time, but in no event later than 3 hours thereafter.

Place of Sale: **North side of George Allen Courts Building, facing Commerce Street, 600 Commerce Street, Dallas, Texas 75202, or as otherwise designated by the Commissioners Court pursuant to Section 51.002 of the Texas Property Code.**

Default has occurred in the payment of the indebtedness evidenced by the Promissory Note. Because of such default, Builders Capital Finance, LLC, appointed a Substitute Trustee and has requested the Substitute Trustee to enforce the Deed of Trust.

Therefore, notice is given that, on the date and time and at the place set forth hereinabove, the Substitute Trustee, will sell the above-referenced Property by public sale to the highest bidder for cash in accordance with the Deed of Trust and the laws of the State of Texas.

Prospective bidders are advised to make their own examination of title to the Property to determine the existence of any easements, restrictions, liens, or other matters affecting the title to the Property. Neither Substitute Trustee nor Builders Capital Finance, LLC, make any representation of warranty (express or implied) regarding the title to or the condition of the Property. The Property to be sold at the public sale will be sold in its present "AS IS" condition and subject to all ad valorem taxes then-owing with respect to the Property.

  
\_\_\_\_\_  
John T. Easter, Substitute Trustee

**ACKNOWLEDGMENT**

STATE OF TEXAS

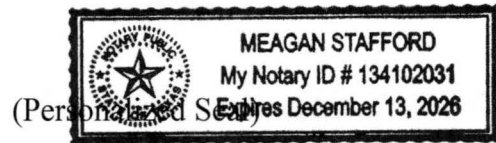
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COUNTY OF TARRANT

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This instrument was acknowledged before me on May 10<sup>th</sup>, 2024, by John T. Easter, in his capacity as Substitute Trustee.



Meagan Stafford  
Notary Public, in and for the State of Texas

Please Return File-Stamped Copy to:

Padfield & Stout, LLP  
Attn: Christopher V. Arisco  
100 Throckmorton Street, Suite 700  
Fort Worth, Texas 76102

## EXHIBIT A

### Tract 1:

Being a portion of Lot One (1) and Lot Two (2), in Block Ten (10/1616), of CLIFTON PLACE No. ONE (1), an addition to the City of Dallas, in Dallas County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 438, of the Map Records of Dallas County, Texas, being a resurvey of a called 0.125-acre tract of land as described in that certain Deed, recorded under Clerk's File No. 200600238465, of the Official Public Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING** at a point for corner at the intersection of the Northwest right-of-way line of Wycliff Avenue (50' ROW) with the Southwest right-of-way line of Cedar Springs Road (variable width ROW), at the most Eastern corner of said Lot One (1), from which a 1/2-inch iron rod found for reference bears South 45°07'10"West, a distance of 17.31 feet;

**THENCE** South 45°07'10"West, along the Northwest right-of-way line of said Wycliff Avenue, a distance of 110.28 feet to a 1/2-inch iron rod found for corner at the most Southern corner of said 0.125-acre tract;

**THENCE** North 47°48'00"West, along a Southwest line of said 0.125-acre tract, a distance of 51.77 feet to a 1/2-inch iron rod for corner at the most Western corner thereof;

**THENCE** North 45°00'00" East, along a Northwest line of said 0.125-acre tract, a distance of 14.55 feet to a point for corner;

**THENCE** South 45°00'00" East, along a Southwest line of said 0.125-acre tract, a distance of 2.00 feet to a point for corner in the Northwest line of said Lot One (1);

**THENCE** North 45°00'00" East, along the Northwest line of said Lot One (1), a distance of 95.82 feet to a point for corner at the most Northern corner, in the Southwest right-of-way line of said Cedar Springs Road, from which a 1/2-inch iron rod found for reference bears South 45°00'00"West, a distance of 5.00 feet;

**THENCE** South 47°48'00" East, along the Southwest line of said Cedar Springs Road, a distance of 50.00 feet to the POINT OF BEGINNING, and containing 0.127 acres (or 5,523 square feet) of land, more or less

**NOTE:** The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override item 2 of Schedule B hereof.

**Tract 2:**

**Lot Four (4), in Block Ten (10/1616), of CLIFTON PLACE No. ONE (1), an addition to the City of Dallas, in Dallas County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 438, of the Map Records of Dallas County, Texas.**

**Tract 3:**

**Being a portion of Lot One (1) and Lot Two (2), in Block Ten (10/1616), of CLIFTON PLACE No. ONE (1), an addition to the City of Dallas, in Dallas County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 438, of the Map Records of Dallas County, Texas, being the same tract of land as described in that certain Deed, recorded in Volume 98196, Page 2925, of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:**

**BEGINNING at a mag nail set for corner, said corner being the South corner of Lot One (1), same being the intersection of the Northwest line of Wycliff Avenue (50' ROW) and the Northeast line of a 15-foot alley;**

**THENCE North 47°48'00" West, along the Northeast line of said 15-foot alley, a distance of 60.00 feet to a 1/2-inch iron rod set with a yellow cap stamped "CBG Surveying" for corner, said corner being a South corner of that called 0.16-acre tract of land, as described in that certain Deed, recorded under Clerk's File No. 202100179883, of the Official Public Records of Dallas County, Texas;**

**THENCE along the Southeast and Southwest lines of said 0.16-acre tract, the following courses and distances:**

- **North 32°22'12" East, a distance of 29.66 feet to a 1/2-inch iron rod set with a yellow cap stamped "CBG Surveying" for corner**
- **South 43°25'47" East, a distance of 4.80 feet to a 1/2-inch iron rod set with a yellow cap stamped "CBG Surveying" for corner**
- **North 46°21'48" East, a distance of 7.80 feet to a 1/2-inch iron rod set with a yellow cap stamped "CBG Surveying" for corner**
- **South 44°54'10" East, a distance of 10.00 feet to a 1/2-inch iron rod set with a yellow cap stamped "CBG Surveying" for corner**

**THENCE North 44°57'07" East, a distance of 3.72 feet to a 1/2-inch iron rod set with a yellow cap stamped "CBG Surveying" for corner, said corner being the West corner of that called 0.127-acre tract of land, as described in that certain Deed, recorded under Clerk's File No. 202100153050, of the Official Public Records of Dallas County, Texas;**

**THENCE South 47°53'42" East, along the Southwest line of said 0.127-acre tract, a distance of 52.00 feet to a 1/2-inch iron rod set with yellow cap stamped "CBG Surveying" for corner, said corner being in the Northwest line of said Wyliff Avenue;**

**THENCE South 45°43'02" West, along the Northwest line of said Wycliff Avenue, a distance of 40.00 feet to the POINT OF BEGINNING, and containing 0.06 acres (or 2,479 square feet) of land, more or less**

**Tract 4:**

**Being a portion of Lot Two (2), in Block Ten (10/1616), of CLIFTON PLACE No. ONE (1), an addition to the City of Dallas, in Dallas County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 438, of the Map Records of Dallas County, Texas, being the same tract of land as described in that certain Deed, recorded in Volume 2005060, Page 9123, of the Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:**

**BEGINNING at a point for corner, said corner being the East corner of Lot Three (3), in Block Ten (10/1616), of CLIFTON PLACE No. ONE (1), said corner being along the Southwest line of Cedar Springs Road (60' ROW), from which a 1/2-inch iron rod bears on-line, a distance of 4.87 feet for witness;**

**THENCE South 47°30'21" East, along the Southwest line of the said Cedar Springs Road, a distance of 50.00 feet to a point for corner, said corner being the North corner of that called 0.127-acre tract of land, as described in that certain Deed, recorded under Clerk's File No. 201600145802, of the Official Public Records of Dallas County, Texas;**

**THENCE South 45°06'43" West, along the Northwest line of said 0.127-acre tract a distance of 95.85 feet to a point for corner, said corner being along the Northeast line of that called 0.057-acre tract of land, as described in that certain Deed, recorded in Volume 98196, Page 2925, of the Official Public Records of Dallas County, Texas;**

**THENCE North 46°11'16" West, along the Northeast line of said 0.057-acre tract, a distance of 2.00 feet to a point for corner;**

**THENCE South 45°14'46" West, along the Northwest line of said 0.057-acre tract, a distance of 18.00 feet to a point for corner;**

**THENCE North 44°36'31" West, along the Northeast line of said 0.057-acre tract, a distance of 10.00 feet to a point for corner;**

**THENCE South 46°39'27" West, along the Northwest line of said 0.057-acre tract, a distance of 7.80 feet to a point for corner;**

**THENCE North 43°08'08" West, along the Northeast line of said 0.057-acre tract, a distance of 4.80 feet to a point for corner;**

**THENCE South 32°39'51" West, along the Northwest line of said 0.057-acre tract, a distance of 29.66 feet to a point for corner, said corner being along the Northeast line of a 15-foot alley;**

**THENCE North 47°30'21" West, along the Northeast line of said 15-foot alley, a distance of**

39.81 feet to a point for corner, said corner being the South corner of said Lot Three (3);

THENCE North 45°17'39" East, along the Southeast line of said Lot Three (3), a distance of 150.00 feet to the POINT OF BEGINNING, and containing 0.16 acres (or 7,000 square feet) of land, more or less

**NOTE:** The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override item 2 of Schedule B hereof.

**Tract 5:**

Lot Three (3), in Block Ten (10/1616), of CLIFTON PLACE No. ONE (1), an addition to the City of Dallas, in Dallas County, Texas, according to the map or plat thereof, recorded in Volume 1, Page 438, of the Map Records of Dallas County, Texas.

**NOTICE OF FORECLOSURE SALE**

May 7, 2024

Deed of Trust Security Agreement ("Deed of Trust"):

Dated: December 10, 2021

Grantors: Roberto Carlos Blanco Jasso  
Juan Edgar Blanco Jasso  
Juan Manuel Blanco Arriega

Trustee: William Kim Wade, PC

Lender: Rivelino A. Peredo

Recorded in: Document No. 202200044139 of the real property records of Dallas County, Texas.

Secures: Promissory Note ("Note") in the original principal amount of \$260,000.00, executed by Roberto Carlos Blanco Jasso, Juan Edgar Blanco Jasso, and Juan Manuel Blanco Arriega ("Borrower") and payable to the order of Lender

Legal Description: LOTS 1 THROUGH 13, BLOCK E/8000, GARDEN HEIGHTS ADDITION, an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof, recorded in Volume 7, Page 1, Plat Records, Dallas County, Texas: SAVE AND EXCEPT that portion of LOTS 1 AND 2 conveyed to the City of Dallas by General Warranty Deed dated 3/20/1992, filed 8/4/1992, recorded in Volume 92152, Page 5809, Real Property Records, Dallas County, Texas.

Commonly known as:

12400 C F Hawn Fwy., Dallas, Texas 75253  
12450 C F Hawn Fwy., Dallas, Texas 75253  
12460 C F Hawn Fwy., Dallas, Texas 75253

Trustee: William Kim Wade, PC

Trustee's Address: 1636 N. Hampton Rd., Suite 210  
Desoto, Texas 75115

FILED  
2024 MAY -7 AM 10:43  
JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
DEPUTY



Foreclosure Sale:

Date: Tuesday, June 4, 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 10:00 a.m. and not later than three hours thereafter.

Place: The north side of the building below the overhang facing Commerce Street of the George Allen Courts Building, 600 Commerce Street, Dallas, Dallas County, Texas, 75202 or, if the preceding area is no longer the designated area, at the area most recently designated by the Dallas County Commissioner's

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 Rivelino A. Peredo'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, Rivelino A. Peredo, 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 Rivelino A. Peredo 's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Rivelino A. Peredo '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 Rivelino A. Peredo 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 Rivelino A. Peredo. 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.**



Rossina Ortega  
2520 Fairmount St., Suite 200  
Dallas, Texas 75201  
Telephone (214) 821-0222  
Telecopier (214) 821-0124

13

FILED

2024 APR 30 AM 11:16

STATE OF TEXAS

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COUNTY OF DALLAS

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JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

BY \_\_\_\_\_ DEPUTY

**NOTICE OF FORECLOSURE SALE**

Notice is hereby given of a public foreclosure sale.

1. **Property to be Sold:** The property to be sold is certain real property located in Dallas County, Texas and more fully described as:

8110 Skillman Street #1086, Dallas, TX 75231; a/k/a

Unit 1086, Building Q, Windtree Condominiums, a Condominium Project in the City of Dallas, Dallas County, Texas, together with an undivided interest in and to the limited and general common elements, as same are defined in the Condominium Declaration thereof, recorded in Volume 80098, Page 1252, Condominium Records, Dallas County, Texas;

2. **Owner(s):** Glenn Jerome Lubarsky

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

**Date:** Tuesday, 06/04/2024

**Time:** Between the hours of 10:00 a.m. and 1:00 p.m. The sale shall commence at no earlier time than 10:00 a.m.

**Place:** At the County Courthouse in Dallas County, Texas, in the area where foreclosure sales are to take place as designated by the commissioner's court of said county, said designation having been recorded in the real property records of said county.

4. **Terms of Sale:** The sale will be conducted as a public auction to the highest bidder for cash. Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day of the sale for the property being sold. The Property will be sold "as is", "where is" and "with all faults" of whatever nature or kind. NO warranty or representation of any kind is made regarding the property.

The sale will be made expressly subject to the provisions of the Declaration, any and all prior matters of records affecting the Property and any rights of redemption granted by law. **Prospective bidders are strongly urged to examine the applicable property records and the law.**

5. **Type of Sale:** The sale is a foreclosure sale to foreclose the Lien of Windtree Homeowners Association, Inc. a/k/a Windtree Condominiums for the failure of the above-referenced owner(s) to pay assessments and related charges again the Property as reflected in the Notice of Lien filed in the County Clerk's Office.

6. **Obligation Secured:** The Lien as reflected in the Notice of Lien secures the failure to pay assessments and related charges to the Association in the amount of \$2,874.57, as of April 25, 2024.

7. **Default and Request to Act:** Default has occurred by the failure to pay assessments to the Association, and the Association has requested me as agent on behalf of the Association to conduct this sale. Notice is given that before the sale the Association may appoint another person as agent or trustee to conduct the sale.

Dated: April 25, 2024



Jack Manning, Casey Meyers, Lance Erickson,  
Philip Traynor, Shannon Spizman, Vrutti  
Patel, and Jennifer Chacko, Attorneys &  
Substitute Trustees

MANNING & MEYERS  
Attorneys at Law  
4340 N. Central Expressway, Suite 200  
Dallas, Texas 75206  
(214) 823-6600 – Telephone  
(214) 821-3800 – Facsimile

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED ABOVE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE ABOVE NAMED ASSOCIATION.

13

FILED

STATE OF TEXAS

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2024 APR 30 AM 11:16

COUNTY OF DALLAS

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JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

NOTICE OF FORECLOSURE SALE

BY \_\_\_\_\_ DEPUTY

Notice is hereby given of a public foreclosure sale.

1. **Property to be Sold:** The property to be sold is certain real property located in Dallas County, Texas and more fully described as:

8110 Skillman Street #2088, Dallas, TX 75231; a/k/a

Unit No. 2088, Building Q, of Windtree Condominiums, a Condominium in the City of Dallas, Dallas County, Texas, together with an undivided percent interest in the common elements according to the Declaration recorded under cc#200600426814, Real Property Records of Dallas County, Texas;

2. **Owner(s):** Darin Mathewson

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

**Date:** Tuesday, June 4, 2024

**Time:** Between the hours of 10:00 a.m. and 1:00 p.m. The sale shall commence at no earlier time than 10:00 a.m.

**Place:** At the County Courthouse in Dallas County, Texas, in the area where foreclosure sales are to take place as designated by the commissioner's court of said county, said designation having been recorded in the real property records of said county.

4. **Terms of Sale:** The sale will be conducted as a public auction to the highest bidder for cash. Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day of the sale for the property being sold. The Property will be sold "as is", "where is" and "with all faults" of whatever nature or kind. NO warranty or representation of any kind is made regarding the property.

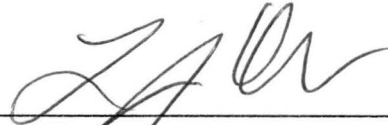
The sale will be made expressly subject to the provisions of the Declaration, any and all prior matters of record affecting the Property and any rights of redemption granted by law. **Prospective bidders are strongly urged to examine the applicable property records and the law.**

5. **Type of Sale:** The sale is a foreclosure sale to foreclose the Lien of Windtree Homeowners Association, Inc. a/k/a Windtree Condominiums for the failure of the above-referenced owner(s) to pay assessments and related charges again the Property as reflected in the Notice of Lien filed in the County Clerk's Office.

6. **Obligation Secured:** The Lien as reflected in the Notice of Lien secures the failure to pay assessments and related charges to the Association in the amount of \$2,122.47, as of April 25, 2024.

7. **Default and Request to Act:** Default has occurred by the failure to pay assessments to the Association, and the Association has requested me as agent on behalf of the Association to conduct this sale. Notice is given that before the sale the Association may appoint another person as agent or trustee to conduct the sale.

**Dated:** April 25, 2024



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**Jack Manning, Casey Meyers, Lance Erickson,  
Philip Traynor, Shannon Spizman, Vrutti  
Patel, and Jennifer Chacko, Attorneys &  
Substitute Trustees**

MANNING & MEYERS  
Attorneys at Law  
4340 N. Central Expressway, Suite 200  
Dallas, Texas 75206  
(214) 823-6600 – Telephone  
(214) 821-3800 – Facsimile

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED ABOVE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE ABOVE-NAMED ASSOCIATION.**

10

FILED

STATE OF TEXAS

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2024 APR 30 AM 11:15

COUNTY OF DALLAS

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JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
DEPUTY

**NOTICE OF FORECLOSURE SALE**

Notice is hereby given of a public foreclosure sale.

1. **Property to be Sold:** The property to be sold is certain real property located in Dallas County, Texas and more fully described as:

8110 Skillman Street #2032, Dallas, TX 75231; a/k/a

Unit 2032, Building F, Windtree Condominiums, a Condominium Project in the City of Dallas, 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 80098, Page 1252, Deed Records, Dallas County, Texas;

2. **Owner(s):** Alna Properties LLC, a Texas limited liability company

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

**Date:** Tuesday, June 4, 2024

**Time:** Between the hours of 10:00 a.m. and 1:00 p.m. The sale shall commence at no earlier time than 10:00 a.m.

**Place:** At the County Courthouse in Dallas County, Texas, in the area where foreclosure sales are to take place as designated by the commissioner's court of said county, said designation having been recorded in the real property records of said county.

4. **Terms of Sale:** The sale will be conducted as a public auction to the highest bidder for cash. Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day of the sale for the property being sold. The Property will be sold "as is", "where is" and "with all faults" of whatever nature or kind. NO warranty or representation of any kind is made regarding the property.

The sale will be made expressly subject to the provisions of the Declaration, any and all prior matters of record affecting the Property and any rights of redemption granted by law. **Prospective bidders are strongly urged to examine the applicable property records and the law.**



5. **Type of Sale:** The sale is a foreclosure sale to foreclose the Lien of Windtree Homeowners Association, Inc. a/k/a Windtree Condominiums for the failure of the above-referenced owner(s) to pay assessments and related charges against the Property as reflected in the Notice of Lien filed in the County Clerk's Office.

6. **Obligation Secured:** The Lien as reflected in the Notice of Lien secures the failure to pay assessments and related charges to the Association in the amount of \$2,194.70, as of April 25, 2024.

7. **Default and Request to Act:** Default has occurred by the failure to pay assessments to the Association, and the Association has requested me as agent on behalf of the Association to conduct this sale. Notice is given that before the sale the Association may appoint another person as agent or trustee to conduct the sale.

**Dated:** April 25, 2024



**Jack Manning, Casey Meyers, Lance Erickson,  
Philip Traynor, Shannon Spizman, Vrutti  
Patel, and Jennifer Chacko, Attorneys &  
Substitute Trustees**

**MANNING & MEYERS**  
Attorneys at Law  
4340 N. Central Expressway, Suite 200  
Dallas, Texas 75206  
(214) 823-6600 – *Telephone*  
(214) 821-3800 – *Facsimile*

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED ABOVE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE ABOVE-NAMED ASSOCIATION.**

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FILED

STATE OF TEXAS §  
COUNTY OF DALLAS §

2024 APR 30 AM 11:15

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

**NOTICE OF FORECLOSURE SALE**

BY \_\_\_\_\_ DEPUTY

Notice is hereby given of a public foreclosure sale.

1. **Property to be Sold:** The property to be sold is certain real property located in Dallas County, Texas and more fully described as:

8110 Skillman Street #1081, Dallas, TX 75231; a/k/a

Unit 1081, Building P, together with an undivided percent interest in and to the Common Elements appurtenant thereto, of Windtree Condominiums, a condominium project to the City of Dallas, Dallas County, Texas, according to the Declaration of Condominium, recorded in Volume 80098, Page 1252, Condominium Records, Dallas County, Texas;

2. **Owner(s):** Ms. Rosa Macias-Salazar

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

**Date:** Tuesday, June 4, 2024

**Time:** Between the hours of 10:00 a.m. and 1:00 p.m. The sale shall commence at no earlier time than 10:00 a.m.

**Place:** At the County Courthouse in Dallas County, Texas, in the area where foreclosure sales are to take place as designated by the commissioner's court of said county, said designation having been recorded in the real property records of said county.

4. **Terms of Sale:** The sale will be conducted as a public auction to the highest bidder for cash. Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day of the sale for the property being sold. The Property will be sold "as is", "where is" and "with all faults" of whatever nature or kind. NO warranty or representation of any kind is made regarding the property.

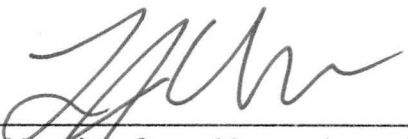
The sale will be made expressly subject to the provisions of the Declaration, any and all prior matters of record affecting the Property and any rights of redemption granted by law. **Prospective bidders are strongly urged to examine the applicable property records and the law.**

5. **Type of Sale:** The sale is a foreclosure sale to foreclose the Lien of Windtree Homeowners Association, Inc. a/k/a Windtree Condominiums for the failure of the above-referenced owner(s) to pay assessments and related charges again the Property as reflected in the Notice of Lien filed in the County Clerk's Office.

6. **Obligation Secured:** The Lien as reflected in the Notice of Lien secures the failure to pay assessments and related charges to the Association in the amount of \$2,278.76, as of April 23, 2024.

7. **Default and Request to Act:** Default has occurred by the failure to pay assessments to the Association, and the Association has requested me as agent on behalf of the Association to conduct this sale. Notice is given that before the sale the Association may appoint another person as agent or trustee to conduct the sale.

**Dated:** April 23, 2024

  
\_\_\_\_\_  
**Jack Manning, Casey Meyers, Lance Erickson,  
Philip Traynor, Shannon Spizman, Vrutti  
Patel, and Jennifer Chacko, Attorneys &  
Substitute Trustees**

**MANNING & MEYERS**  
Attorneys at Law  
4340 N. Central Expressway, Suite 200  
Dallas, Texas 75206  
(214) 823-6600 – Telephone  
(214) 821-3800 – Facsimile

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED ABOVE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE ABOVE-NAMED ASSOCIATION.**

FILED

2024 APR 30 AM 11:15

STATE OF TEXAS

§

COUNTY OF DALLAS

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JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

BY \_\_\_\_\_ DEPUTY

**NOTICE OF FORECLOSURE SALE**

Notice is hereby given of a public foreclosure sale.

1. **Property to be Sold:** The property to be sold is certain real property located in Dallas County, Texas and more fully described as:

4231 Travis Street, Unit 32, Dallas, TX 75205; a/k/a

Unit No. 32, and it's appurtenant undivided interest in and to the general and limited common elements of 4231-4233 Travis Avenue Condominium, a Condominium Regime situated in the City of Dallas, Dallas County, Texas, according to the Declaration of Condominium, recorded in Volume 2002159, Page 83, Condominium Records, Dallas County, Texas and any amendments and/or supplements thereto;

2. **Owner(s):** Yolanna Carter

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

**Date:** Tuesday, 06/04/2024

**Time:** Between the hours of 10:00 a.m. and 1:00 p.m. The sale shall commence at no earlier time than 10:00 a.m.

**Place:** At the County Courthouse in Dallas County, Texas, in the area where foreclosure sales are to take place as designated by the commissioner's court of said county, said designation having been recorded in the real property records of said county.

4. **Terms of Sale:** The sale will be conducted as a public auction to the highest bidder for cash. Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day of the sale for the property being sold. The Property will be sold "as is", "where is" and "with all faults" of whatever nature or kind. NO warranty or representation of any kind is made regarding the property.


The sale will be made expressly subject to the provisions of the Declaration, any and all prior matters of records affecting the Property and any rights of redemption granted by law. **Prospective bidders are strongly urged to examine the applicable property records and the law.**

5. **Type of Sale:** The sale is a foreclosure sale to foreclose the Lien of 4231-4233 Travis Avenue Condominium Association, Inc. for the failure of the above-referenced owner(s) to pay assessments and related charges again the Property as reflected in the Notice of Lien filed in the County Clerk's Office.

6. **Obligation Secured:** The Lien as reflected in the Notice of Lien secures the failure to pay assessments and related charges to the Association in the amount of \$7,521.88, as of April 18, 2024.

7. **Default and Request to Act:** Default has occurred by the failure to pay assessments to the Association, and the Association has requested me as agent on behalf of the Association to conduct this sale. Notice is given that before the sale the Association may appoint another person as agent or trustee to conduct the sale.

Dated: April 18, 2024

  
\_\_\_\_\_  
Jack Manning, Casey Meyers, Lance Erickson,  
Philip Traynor, Shannon Spizman, Vrutti  
Patel, and Jennifer Chacko, Attorneys &  
Substitute Trustees

MANNING & MEYERS  
Attorneys at Law  
4340 N. Central Expressway, Suite 200  
Dallas, Texas 75206  
(214) 823-6600 – Telephone  
(214) 821-3800 – Facsimile

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED ABOVE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE ABOVE-NAMED ASSOCIATION.

FILED

Notice of Substitute Trustee Sale

2024 APR 30 AM 10:55

R745

T.S. #: 24-10683

JOHN F. WARREN  
COUNTY CLERK

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.

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

Date: 6/4/2024  
Time: The sale will begin no earlier than 1:00 PM or no later than three hours thereafter. The sale will be completed by no later than 4:00 PM  
Place: Dallas County Courthouse in DALLAS, Texas, at the following location: the outside area on the north side of the George Allen Courts Building facing Commerce Street below the overhang, OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE

Property To Be Sold - The property to be sold is described as follows:

All that tract or parcel of land being Lot 5, Block E/5496, of Waggoner Place, and addition to the City of Dallas, Dallas County, Texas, according to the map thereof recorded in Volume 10, Page 61, of the Map Records of Dallas County, Texas.

Instrument to be Foreclosed – The instrument to be foreclosed is the Deed of Trust, Assignment of Leases and Rents and Security Agreement is dated 6/6/2023 and is recorded in the office of the County Clerk of Dallas County, Texas, under County Clerk’s File No 202300141002 recorded on 7/17/2023 in Book Page of the Real Property Records of Dallas County, Texas.

6738 Northport Drive  
Dallas TX 75230

Trustor(s): 6738 NORTHPORT LLC Original Beneficiary: ARCHWEST FUNDING, LLC  
Current Beneficiary: APC BX Trust Loan Servicer: Archwest Services  
Current Substituted Trustees: Auction.com, Donna Stockman, Brenda Wiggs, David Stockman, Michelle Schwartz, Guy Wiggs, Kathy Arrington, Janet Pinder, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Brandy Bacon, Jamie Dworsky, Angela Cooper, Rick Snoke, Prestige Default Services, LLC

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

Terms of Sale - The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale. Prospective bidders are strongly urged to

T.S. #: 24-10683

examine the applicable property records to determine the nature and extent of such matters, if any. Pursuant to the Deed of Trust, the beneficiary 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property. Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

**Type of sale** - The present Beneficiary under the Deed of Trust has elected to conduct a unified foreclosure sale pursuant to the provisions of Texas Business and Commercial Code § 9.604 (a) and to include in the non-judicial foreclosure pursuant to the power of the sale granted by the deed of trust described in this Notice of Trustee's Sale all of the personal property and fixtures as more fully described in the Deed of Trust. The present Beneficiary reserves the right to revoke its election as to some or all of said personal property and/or fixtures, or to add additional personal property and/or fixtures to the election herein expressed, at the present Beneficiary's sole election, from time to time and at any time until the consummation of the trustee's sale to be conducted pursuant to the Deed of Trust and Notice of Trustee's Sale. The real property and personal property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

**Obligations Secured** - The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including by not limited to (1) the promissory note in the original principal amount of \$2,755,000.00, executed by 6738 NORTHPORT LLC, A TEXAS LIMITED LIABILITY COMPANY, and payable to the order of ARCHWEST FUNDING, LLC; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of 6738 NORTHPORT LLC, A TEXAS LIMITED LIABILITY COMPANY to 6738 NORTHPORT LLC. APC BX Trust is the current owner and holder of the Obligations and is the beneficiary under the Deed of Trust.

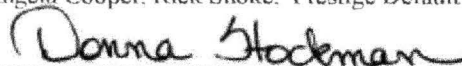
The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the Note and all other amounts lawfully owing under the Note, the Deed of Trust, and all of the other associated loan documents, including, without limitation, all interest, default interest, late charges, advances, attorneys' fees and other costs and expenses.

Questions concerning the sale may be directed to the undersigned or to the beneficiary:

**APC BX Trust**  
c/o Archwest Services  
245 PARK AVE FL 44  
NEW YORK, NY 10167  
508-212-1330

Dated: 4/29/24

Auction.com, Donna Stockman, Brenda Wiggs, David Stockman, Michelle Schwartz, Guy Wiggs, Kathy Arrington, Janet Pinder, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Brandy Bacon, Jamie Dworsky, Angela Cooper, Rick Snoke, Prestige Default Services, LLC,



Prestige Default Services, LLC  
16801 Addison Road, Suite 350  
Addison, Texas 75001  
Phone: (972) 893-3096 ext. 1035  
Fax: (949) 427-2732



T.S. #: 24-10683

AFTER RECORDING, PLEASE RETURN TO:  
Prestige Default Services, LLC  
16801 Addison Road, Suite 350  
Addison, Texas 75001  
Attn: Trustee Department

FILED

2024 APR 26 AM 11:47

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY \_\_\_\_\_ DEPUTY

### Notice of Foreclosure Sale

Deed of Trust ("Deed of Trust"):

Dated: September 17, 2021

Grantor: Milagros Bernal and Ricardo Noguez

Trustee: Lisa K. Piscitelli

Lender: Embell Properties II, LLC, a Texas limited liability company

Recorded in: Dallas County, Texas as instrument number 202100322459

Legal Description: Lot 11, in Block K/6260 of RUSTIC HILLS ADDITION, FIRST INSTALLMENT an Addition to the City of Dallas, Texas, according to the map thereof recorded in Volume 69188, Page 1240 of the Map Records of Dallas County, Texas.

Secures: Promissory Note in the original principal amount of \$202,500.00, executed by Milagros Bernal and Ricardo Noguez ("Borrower") and payable to the order of Lender

Property: The real property, improvements, and personal property described in and mortgaged in the Trust Deed.

Substitute Trustee: David L. Pritchard, Alex Londoff, or any of them acting alone.

Substitute Trustee's Addresses: David L. Pritchard  
1244 Southridge Court, Suite 102  
Hurst, Texas 76053

Alex Londoff  
1244 Southridge Court, Suite 102  
Hurst, Texas 76053

Foreclosure Sale:

Date: June 4, 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 10:00 am and not later than three hours thereafter.**

Place: Dallas County Courthouse in Dallas, Texas, at the following location: PLACE DESIGNATED BY THE COMMISSIONERS

## COURT

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 Lender'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, Lender, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust 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.

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 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.

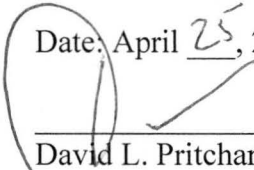
Pursuant to section 51.0075(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

**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 MORTGAGEE OR MORTGAGE SERVICER.**

Date: April 25, 2024

  
\_\_\_\_\_

David L. Pritchard

Attorney for Mortgagee

1244 SOUTHRIDGE CT, STE 102

HURST, TX 76053

Telephone (817) 285-8017

Telecopier (817) 285-0224

FILED

# NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

2024 APR 25 PM 12:11

**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. Sender is: Codilis & Moody, P.C., 20405 State Highway 249, Suite 170, Houston, TX 77070**

## INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION

Deed of Trust dated December 14, 2012 and recorded under Clerk's File No. 201200372374, in the real property records of DALLAS County Texas, with Andrew Hagemann, an unmarried person as Grantor(s) and Compass Bank as Original Mortgagee.

Deed of Trust executed by Andrew Hagemann, an unmarried person securing payment of the indebtedness in the original principal amount of \$180,072.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by Andrew Hagemann. PNC Bank National Association is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan. PNC Bank, N.A. is acting as the Mortgage Servicer for the Mortgagee. PNC Bank, N.A., is representing the Mortgagee, whose address is: 3232 Newmark Drive, Miamisburg, OH 45342.

### Legal Description:

**LOT 5, BLOCK C/7429 OF NORTHWOOD HOMES ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 32, PAGE 199, MAP RECORDS, DALLAS COUNTY, TEXAS.**

## SALE INFORMATION

**Date of Sale: 06/04/2024**

**Earliest Time Sale Will Begin: 10:00 AM**

**Location of Sale:** The place of the sale shall be: DALLAS County Courthouse, Texas at the following location: On the north side of the George Allen Courts Building facing Commerce Street below the overhang, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court

## TERMS OF SALE

A default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. 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.



The sale will begin at the earliest time stated above, or within three (3) hours after that time. 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 or the Mortgagee's attorney.

**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.**

**WHEREAS**, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I **HEREBY APPOINT AND DESIGNATE** Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Guy Wiggs, David Stockman, Brenda Wiggs, Donna Stockman, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Angela Cooper, Carol Dunmon, Payton Hreha, John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Joshua Sanders, Ramiro Cuevas, Matthew Hansen, Wesley Fowler-Williams, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Brandy Bacon, Jamie Dworsky, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or Auction.com, as Substitute Trustee.

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is:  
Codilis & Moody, P.C.  
20405 State Highway 249, Suite 170  
Houston, TX 77070  
(281) 925-5200

Executed on April 23, 2024.

/s/ Marla A. Skeltis SBOT No. 24136182, Attorney at Law  
Codilis & Moody, P.C.  
20405 State Highway 249, Suite 170  
Houston, TX 77070  
(281) 925-5200

Posted and filed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

C&M No. 44-24-01224

TB

FILED

**CORRECTIVE**  
**APPOINTMENT OF SUBSTITUTE TRUSTEE AND**  
**NOTICE OF SUBSTITUTE TRUSTEE SALE**

2021 APR 25 PM 12:10

IN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
PROPERTY

**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 AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

**APPOINTMENT  
OF SUBSTITUTE  
TRUSTEE:**

WHEREAS, in my capacity as the attorney for the Mortgagee and/or its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I hereby name, appoint and designate Jack O'Boyle, Chris Ferguson, Travis Gray, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Guy Wiggs, David Stockman, Brenda Wiggs, Donna Stockman, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Angela Cooper, Carol Dunmon, Payton Hreha, Travis Gray, Chris Ferguson, or Jack O'Boyle, each as Substitute Trustee, to act under and by virtue of said Deed of Trust, including posting and filing the public notice required under Section 51.002 Texas Property Code as amended, and to proceed with a foreclosure of the Deed of Trust lien securing the payment of the Note.

**SUBSTITUTE  
TRUSTEE'S  
ADDRESS:**

c/o JACK O'BOYLE & ASSOCIATES, PLLC, Mailing Address: P.O. Box 815369, Dallas, TX 75381; Physical Address: 12300 Ford Road, Suite 212, Dallas, TX 75234.

**NOTICE OF  
SUBSTITUTE  
TRUSTEE SALE:**

WHEREAS, default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on June 04, 2024 between the hours of 1pm-4pm the Substitute Trustee will sell said real property at the place hereinafter set out and pursuant to the terms herein described. The sale will begin at the earliest time stated above or within three (3) hours after that time.





**LOCATION OF SALE:** The place of the sale shall be: On the north side of the George Allen Courts Building facing Commerce Street below the overhang, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court in DALLAS County, Texas or as designated by the County Commissioners.

**INSTRUMENT TO BE FORECLOSED:** Deed of Trust or Contract Lien dated 11/29/2022 and recorded under Volume, Page or Clerk's File No. DOC# 202200304840 in the real property records of Dallas County Texas, with SUPREME MARKETING GROUP LLC as Grantor(s) and CAPITAL FUND I, LLC as Original Mortgagee.

**OBLIGATIONS SECURED:** Deed of Trust or Contract Lien executed by SUPREME MARKETING GROUP LLC securing the payment of the indebtedness in the original principal amount of \$260,000.00 and obligations therein described including but not limited to the promissory note and all the modifications, renewals and extensions of the promissory note (the "Note") executed by SUPREME MARKETING GROUP LLC. CAPITAL FUND REIT, LLC is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

**MORTGAGE SERVICING INFORMATION:** The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan. CAPITAL FUND I, LLC is acting as the Mortgage Servicer for CAPITAL FUND REIT, LLC who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. CAPITAL FUND I, LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

CAPITAL FUND REIT, LLC  
c/o CAPITAL FUND I, LLC  
14555 N SCOTTSDALE ROAD SUITE #200  
SCOTTSDALE, AZ 85254

**LEGAL DESCRIPTION OF PROPERTY TO BE SOLD:** LOT 15, BLOCK 4/7061, SECOND SECTION HILLRIDGE ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF





RECORDED IN VOLUME 44, PAGE 7, MAP RECORDS OF DALLAS COUNTY, TEXAS (the "Property")

**REPORTED**

**PROPERTY** 2375 Saint Francis, DALLAS, TX 75228

**ADDRESS:**

**TERMS OF** The Substitute Trustee will sell the Property by public auction at the place  
**SALE:** and date specified herein.

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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property and the priority of the lien being foreclosed.

The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Mortgagee and/or Mortgage Servicer thereunder to have the bid credited to the Note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The 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 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. The sale shall not cover any part of the property that has been released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the priority, nature and extent of such matters, if any.

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser requiring or resulting in the invalidation of the sale and rescission of the



Trustee's Deed or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagee and/or Mortgage Servicer, or its attorney(s).

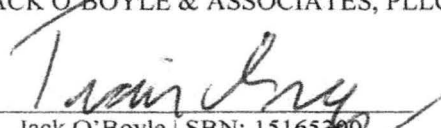
The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein need not appear at the date, time and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiled may be after the date originally scheduled for this 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.**

Signed on the 15 day of April, 2024.

Respectfully,

JACK O'BOYLE & ASSOCIATES, PLLC

  
\_\_\_\_\_  
Jack O'Boyle | SBN: 15165300

[jack@jackoboyle.com](mailto:jack@jackoboyle.com)

Travis H. Gray | SBN: 24044965

[travis@jackoboyle.com](mailto:travis@jackoboyle.com)

\_\_\_\_\_  
Chris Ferguson | SBN: 24069714

[chris@jackoboyle.com](mailto:chris@jackoboyle.com)

P.O. Box 815369

Dallas, Texas 75381

P: 972.247.0653 | F: 972.247.0642



ATTORNEYS FOR MORTGAGEE AND/OR ITS  
MORTGAGE SERVICER

DT: zNOS AND APPT (SVC) 240318

AL: 2375 Saint Francis



**CERTIFICATE OF POSTING**

My name is \_\_\_\_\_, and my address is c/o 12300 Ford Rd, Ste. 212, Dallas, TX 75234. I declare under the penalty of perjury that on \_\_\_\_\_ I filed at the office of the Dallas County Clerk and caused to be posted at the Dallas County courthouse (or other designated place) this notice of sale.

Signed: \_\_\_\_\_

Declarant's Name: \_\_\_\_\_

Date: \_\_\_\_\_



FILED

2024 APR 25 PM 12:10

**APPOINTMENT OF SUBSTITUTE TRUSTEE AND**  
**NOTICE OF SUBSTITUTE TRUSTEE SALE**

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
TEXAS

**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 AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

**APPOINTMENT  
OF SUBSTITUTE**

**TRUSTEE:**

WHEREAS, in my capacity as the attorney for the Mortgagee and/or its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I hereby name, appoint and designate Jack O'Boyle, Chris Ferguson, Travis Gray, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Guy Wiggs, David Stockman, Brenda Wiggs, Donna Stockman, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Angela Cooper, Carol Dunmon, Payton Hreha, Travis Gray, Chris Ferguson, or Jack O'Boyle, each as Substitute Trustee, to act under and by virtue of said Deed of Trust, including posting and filing the public notice required under Section 51.002 Texas Property Code as amended, and to proceed with a foreclosure of the Deed of Trust lien securing the payment of the Note.

**SUBSTITUTE  
TRUSTEE'S**

**ADDRESS:**

c/o JACK O'BOYLE & ASSOCIATES, PLLC, Mailing Address: P.O. Box 815369, Dallas, TX 75381; Physical Address: 12300 Ford Road, Suite 212, Dallas, TX 75234.

**NOTICE OF  
SUBSTITUTE  
TRUSTEE SALE:**

WHEREAS, default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on June 04, 2024 between the hours of 1pm-4pm the Substitute Trustee will sell said real property at the place hereinafter set out and pursuant to the terms herein described. The sale will begin at the earliest time stated above or within three (3) hours after that time.

**LOCATION OF** The place of the sale shall be: On the north side of the George Allen

DT: zNOS AND APPT (SVC) 240318



AL: 403 PHINNEY AVE



4815490

**SALE:** Courts Building facing Commerce Street below the overhang, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court in DALLAS County, Texas or as designated by the County Commissioners.

**INSTRUMENT**

**TO BE FORECLOSED:** Deed of Trust or Contract Lien dated 03/02/2023 and recorded under Volume, Page or Clerk's File No. DOC# 202300057910 in the real property records of Dallas County Texas, with BECKLEY EQUITY GROUP INC as Grantor(s) and CAPITAL FUND I, LLC as Original Mortgagee.

**OBLIGATIONS SECURED:** Deed of Trust or Contract Lien executed by BECKLEY EQUITY GROUP INC securing the payment of the indebtedness in the original principal amount of \$162,000.00 and obligations therein described including but not limited to the promissory note and all the modifications, renewals and extensions of the promissory note (the "Note") executed by BECKLEY EQUITY GROUP INC. CAPITAL FUND REIT, LLC is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

**MORTGAGE SERVICING INFORMATION:**

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan. CAPITAL FUND I, LLC is acting as the Mortgage Servicer for CAPITAL FUND REIT, LLC who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. CAPITAL FUND I, LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

CAPITAL FUND REIT, LLC  
c/o CAPITAL FUND I, LLC  
14555 N SCOTTSDALE ROAD SUITE #200  
SCOTTSDALE, AZ 85254

**LEGAL DESCRIPTION OF PROPERTY TO BE SOLD:**

LOTS 9 AND 10, IN BLOCK I, OF COCKRELL HILL ANNEX ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN/UNDER VOLUME 1, PAGE 301, MAP/PLAT



RECORDS, DALLAS COUNTY, TEXAS. (the "Property")

**REPORTED  
PROPERTY**

403 PHINNEY AVE, DALLAS, TX 75211

**ADDRESS:**

**TERMS OF**

The Substitute Trustee will sell the Property by public auction at the place and date specified herein.

**SALE:**

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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property and the priority of the lien being foreclosed.

The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Mortgagee and/or Mortgage Servicer thereunder to have the bid credited to the Note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The 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 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. The sale shall not cover any part of the property that has been released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the priority, nature and extent of such matters, if any.

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed or Substitute Trustee's Deed, purchaser's damages





resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagee and/or Mortgage Servicer, or its attorney(s).

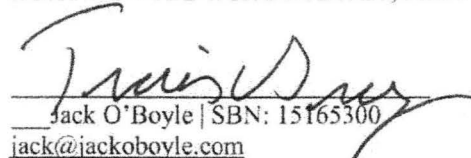
The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein need not appear at the date, time and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiled may be after the date originally scheduled for this 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.**

Signed on the 22 day of April, 2024

Respectfully,

JACK O'BOYLE & ASSOCIATES, PLLC

  
\_\_\_\_\_  
Jack O'Boyle | SBN: 15165300  
[jack@jackoboyle.com](mailto:jack@jackoboyle.com)

✓ Travis H. Gray | SBN: 24044965  
[travis@jackoboyle.com](mailto:travis@jackoboyle.com)

\_\_\_\_\_  
Chris Ferguson | SBN: 24069714  
[chris@jackoboyle.com](mailto:chris@jackoboyle.com)

P.O. Box 815369

Dallas, Texas 75381

P: 972.247.0653 | F: 972.247.0642

ATTORNEYS FOR MORTGAGEE AND/OR ITS  
MORTGAGE SERVICER





**CERTIFICATE OF POSTING**

My name is \_\_\_\_\_, and my address is c/o 12300 Ford Rd, Ste. 212, Dallas, TX 75234. I declare under the penalty of perjury that on \_\_\_\_\_ I filed at the office of the Dallas County Clerk and caused to be posted at the Dallas County courthouse (or other designated place) this notice of sale.

Signed: \_\_\_\_\_

Declarant's Name: \_\_\_\_\_

Date: \_\_\_\_\_

