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# 2025 FEB 25 PM 1:25

JOHN F. WARREN

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#### NOTICE OF TRUSTEE'S SALE

Whereas, pursuant to that one certain PROMISSORY NOTEL dated by Tozzie Wind Strand by Tozzie Wind Strand St AUGUST 28, 2015, executed by Jessie Vaughn ("Debtor"), Debtor EPUT conveyed to Walter L. Irvin as Trustee, all rights, title, and interest in and to that one certain parcel of real property situated in Dallas County, Texas and described as Per the attached EXHIBIT which is a part of this NOTICE as if fully set forth in this notice verbatim together with all improvements thereon and including all other property set forth in the Deed of Trust Promissory Note, to secure the payment of that one certain Promissory Note dated August 28, 2015 in the original principal amount of \$45,950.00, executed by Jessie Vaughn and payable to the order of LAKIE YANCY ("Beneficiary") and any and all other indebtedness secured by the WRAPAROUND DEED OF TRUST; and

Whereas, the WRAPAROUND DEED OF TRUST was filed in the Official Real Property Public Records of DALLAS COUNTY, Texas recorded under INSTRUMENT NUMBER 201500231462 Property Records of DALLAS COUNTY. Texas, and

Whereas, the PROMISSORY NOTE is in default and the entire unpaid balance of the Note is due and payable, and the Beneficiary intends to enforce the power of sale set forth in the abovereferenced MECHANIC LIEN'S NOTE AND CONTRACT; and

Whereas, the Beneficiary has directed the Trustee to enforce the power of sale under the WRAPAROUND PROMISSORY NOTE secured with a Deed of Trust for the purpose of collecting the indebtedness secured under it, after the giving of at least 21 consecutive days' notice and recording the Notice in the DALLAS COUNTY Clerk's Office giving the time, place, and terms of said sale, and description of the property to be sold, pursuant to the PROMISSORY NOTE and the laws of the State of Texas; and

Therefore, I, Walter L. Irvin, Trustee, hereby give notice, after due publication as required by the PROMISSORY NOTE AND DEED OF TRUST and/or security instruments and the Texas Property Code, will, after due posting, publication, and filing of this Notice, and after having given written notice of at least 21 consecutive days by certified mail, return receipt requested, to each debtor obligated to pay the Note and indebtedness secured by the Deed of Trust, at the last known address of each such debtor, according to the records of Beneficiary, as required by the PROMISSORY NOTE and the laws of the State of Texas, sell the

Notice of Trustee's Sale- Page One

Property at Public auction to the highest bidder or bidders for cash at the Dallas County Courthouse, 500 Commerce Street, Dallas, Texas 75202 in the area that has been designated as the general area where foreclosure sales are conducted, between the hours of 10:00 a.m. and 4:00 p.m. on the **first Tuesday in APRIL**, 2025( April 1, 2025.

Pursuant to the Texas Property Code, the foreclosure sale will begin no earlier than 1:00 p.m. and no later than three hours after that time.

The sale conducted pursuant to this Notice will be made subject to any valid and existing liens and any other title encumbrances affecting title to the property described above or any part of the property that are proved superior to the liens and other rights of Beneficiary under the security instrument or other recorded instruments.

Witness my hand this 2444 day of February, 2025.

Walter L. Irvin, T

Walter L. Irvin, Trustee P.O. BOX 1046 Dallas, Texas 75123 214/330-1100 wirvin@sbcglobal.net

State of Texas County of *Dallas* 

This instrument was acknowledged before me on the 2444 day of February, 2025 by Walter L. Irvin, Trustee.

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Notary Public, State of Texas

RAHSA Q. IRVIN My Notary ID # 129982269 Expires April 27, 2025

Notice of Trustee's Sale- Page Two

# LEGAL DESCRIPTION

LOT 13, Block 1/3444 OF W.W.GRAHAM ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLASN COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, more commonly known as 1235 Harlandale Avenue, Texas 75216.

2025 MAR -7 AM 8:29

JOHN F. WARREN COUNTY CLERK

DALLAS COUNTY

STATE OF TEXAS	
COUNTY OF DALLAS	

# NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public foreclosure sale.

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

2702 Douglas Avenue, Unit 121, Dallas, TX 75219; a/k/a

Unit #121, of "Nonesuch Place Condominium", a Condominium Apartment Project in the City of Dallas, Texas, according to that certain Declaration of Condominium Regime dated 7-27-79, establishing a Condominium Regime therefor and the exhibits attached to such Declaration as a part thereof filed for record in the office of the County Clerk of Dallas County, Texas on the 30th day of July, 1979 and recorded in Volume 79148, Page 0641 thru 0693 of the Condominium Records of Dallas County, Texas, together with an undivided percentage interest in the general and limited common elements;

2. <u>Owner(s)</u>: Frank John Samulka

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

Date: Tuesday, April 1, 2025

**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. <u>Terms of Sale:</u> 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. <u>Type of Sale</u>: The sale is a foreclosure sale to foreclose the Lien of Nonesuch Place 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 \$15,782.38, as of March 6, 2025.

7. <u>Default and Request to Act</u>: 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: March 6, 2025

Jack Manning, Casey Meyers, Lance Erickson, Philip Traynor, Shannon Gonzales, and Ivonne Saldaña, 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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JOHN F. WARREN COUNTY CLERK

STATE OF TEXAS

**COUNTY OF DALLAS** 

2025 MAR -7 AM 8: 29

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public foreclosure sale.

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

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11312 Park Central Place Unit D, Dallas, TX 75230; a/k/a

Condominium Number 11312-D, in Building J, together with the Limited Common Elements appurtenant thereto, and together with an undivided interest in the General Common Elements located in and being part of Park Central Condominium, a Condominium Project, in the City of Dallas, Dallas County, Texas, as fully described in and as located, delineated and as defined in the Condominium Declaration together with the Survey Plat, By-Laws, Amendments and/or Exhibits attached thereto, recorded in Volume 78013, Page 10, Condominium Records, Dallas County, Texas, together with any and all Amendments and/or Supplements thereto;

2. **Owner(s):** Bathabile Kamtala

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

Date: Tuesday, April 1, 2025

**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. <u>Terms of Sale</u>: 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. <u>Type of Sale</u>: The sale is a foreclosure sale to foreclose the Lien of Park Central Condominium Owners 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 \$18,386.68, as of February 27, 2025.

7. <u>Default and Request to Act</u>: 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: February 27, 2025

Jack Manning, Casey Meyers, Lance Erickson, Philip Traynor, Shannon Gonzales, and Ivonne Saldaña, 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.

# 9666 WHITEHURST DR DALLAS, TX 75243

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#### NOTICE OF [SUBSTITUTE] TRUSTEE'S 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.

#### 1. Date, Time, and Place of Sale.

Date: April 01, 2025

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

Place: THE AREA OUTSIDE ON THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

2. Terms of Sale. Cash.

3. **Instrument to be Foreclosed.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated June 17, 2022 and recorded in Document INSTRUMENT NO. 202200169562 real property records of DALLAS County, Texas, with AKINBODE ISAACS-SODEYE AND OMOWUNMI A ISAACS-SODEYE HUSBAND AND WIFE, grantor(s) and FIRST UNITED BANK & TRUST COMPANY, mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by AKINBODE ISAACS-SODEYE AND OMOWUNMI A ISAACS-SODEYE HUSBAND AND WIFE, securing the payment of the indebtednesses in the original principal amount of \$601,640.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. FIRST UNITED BANK & TRUST COMPANY is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. **Property to Be Sold.** The property to be sold is described in the attached Exhibit A.

6. Mortgage Servicer 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 lien securing the Property referenced above. FIRST UNITED BANK AND TRUST COMPANY, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o FIRST UNITED BANK AND TRUST COMPANY 3930 DALLAS PARKWAY PLANO, TX 75093

> JOHN F. WARREN COUNTY CLERK DALLAS COUNTY BY BY DEPUTY

2025 MAR - 6 PM 12: 49



#### 9666 WHITEHURST DR DALLAS, TX 75243

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.

The undersigned as attorney for the mortgagee or mortgage servicer does herby remove the original trustee and all successor substitute trustees and appoints in their steed JOHN BEAZLEY, LOGAN THOMAS, PHILLIP PIERCEALL, TERRY WATERS, DOUGLAS RODGERS, CLAY GOLDEN, BRUCE MILLER, RAMIRO CUEVAS, CARY CORENBLUM, MATTHEW HANSEN, JOSHUA SANDERS, AUCTION.COM, MICHELLE SCHWARTZ, GUY WIGGS, DAVID STOCKMAN, DONNA STOCKMAN, KATHY ARRINGTON, JANET PINDER, BRANDY BACON, JAMIE DWORSKY, STOCKMAN FORECLOSURE SERVICES INC., ROBERT FORSTER, JEFFREY FLEMING, ISRAEL SAUCEDO, OR RYAN BOURGEOIS whose address is c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320 as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original trustee under the said Deed of Trust; and, further does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein.

Israel Saucedo

# **Certificate of Posting**

My name is Donna Stockman, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320. I declare under penalty of perjury that on <u>3-6-25</u>. I filed at the office of the DALLAS County Clerk and caused to be posted at the DALLAS County courthouse this notice of sale.

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Declarants Name: Donna Stockman

Date: 3-6-25

# 9666 WHITEHURST DR DALLAS, TX 75243

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DALLAS

# EXHIBIT "A"

LOT 14, BLOCK 9/8150, OF TOWN CR.EEK ADDITION, FIRST SECTION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 72120, PAGE 808, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

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### NOTICE OF [SUBSTITUTE] TRUSTEE'S 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.

#### 1. Date, Time, and Place of Sale.

- Date: April 01, 2025
- Time: The sale will begin at 10:00 AM or not later than three hours after that time.
- Place: THE AREA OUTSIDE ON THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.
- 2. Terms of Sale. Cash.

3. Instrument to be Foreclosed. The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated May 31, 2022 and recorded in Document CLERK'S FILE NO. 202200161978 real property records of DALLAS County, Texas, with SHERRIEDRA T RHINEHART A SINGLE PERSON, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., (MERS) AS NOMINEE, mortgagee.

4. **Obligations Secured**. Deed of Trust or Contract Lien executed by SHERRIEDRA T RHINEHART A SINGLE PERSON, securing the payment of the indebtednesses in the original principal amount of \$238,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. FIRST UNITED BANK & TRUST COMPANY is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. Property to Be Sold. The property to be sold is described in the attached Exhibit A.

6. Mortgage Servicer 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 lien securing the Property referenced above. FIRST UNITED BANK AND TRUST COMPANY, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o FIRST UNITED BANK AND TRUST COMPANY 3930 DALLAS PARKWAY PLANO, TX 75093

> BY COUNTY CLERK COUNTY CLERK BY COUNTY CLERK

2025 MAR - 6 PM 12: 49



#### 2110 VOLGA AVE DALLAS, TX 75216

# 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.

The undersigned as attorney for the mortgagee or mortgage servicer does herby remove the original trustee and all successor substitute trustees and appoints in their steed SHELLEY ORTOLANI, MICHELE HREHA, MARY MANCUSO,R FRANCESCA ORTOLANI, CAROL DUNMON, JANE KLINE, PAYTON HREHA, CHASITY LEWALLEN, GUY WIGGS, DAVID STOCKMAN, BRENDA WIGGS, DONNA STOCKMAN, KATHY ARRINGTON, JANET PINDER, BRANDY BACON, MICHELLE SCHWARTZ OR JAMIE DWORSKY whose address is c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320 as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original trustee under the said Deed of Trust; and, further does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein.



Israel Saucedo

#### **Certificate of Posting**

My name is Donna Stockman, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320. I declare under penalty of perjury that on 3-6-25 I filed at the office of the DALLAS County Clerk and caused to be posted at the DALLAS County courthouse this notice of sale.

Jonna Stademan

Declarants Name: Donna Stockman

Date: 3-6-25

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DALLAS

# EXHIBIT "A"

LOT 3, BLOCK D/5854, OF FORDHAM HEIGHTS ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5, PAGE 211, MAP RECORDS, DALLAS COUNTY, TEXAS.

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# NOTICE OF [SUBSTITUTE] TRUSTEE'S 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.

# 1. Date, Time, and Place of Sale.

Date: April 01, 2025

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

- Place: THE AREA OUTSIDE ON THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.
- 2. Terms of Sale. Cash.

3. Instrument to be Foreclosed. The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated December 20, 2018 and recorded in Document INSTRUMENT NO. 201800335039 real property records of DALLAS County, Texas, with SHELBY BRENTON BEASLEY A SINGLE MAN, AND MELIA LOUISE WILLIAMS A SINGLE WOMAN, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ('MERS'') AS NOMINEE, mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by SHELBY BRENTON BEASLEY A SINGLE MAN, AND MELIA LOUISE WILLIAMS A SINGLE WOMAN, securing the payment of the indebtednesses in the original principal amount of \$653,600.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. WILMINGTON TRUST, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLEY AS TRUSTEE FOR SEQUIOA MORTGAGE TRUST 2019-CH1 is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. Property to Be Sold. The property to be sold is described in the attached Exhibit A.

6. Mortgage Servicer 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 lien securing the Property referenced above. NEWREZ LLC d/b/a SHELLPOINT MORTGAGE SERVICING, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o NEWREZ LLC d/b/a SHELLPOINT MORTGAGE SERVICING 601 OFFICE CENTER DRIVE SUITE 100 FORT WASHINGTON, PA 19034





NTSS00000010354512

#### 6229 STONEHILL DR DALLAS, TX 75254

# 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.

The undersigned as attorney for the mortgagee or mortgage servicer does herby remove the original trustee and all successor substitute trustees and appoints in their steed ROBERT FORSTER, JEFF FLEMING, ISRAEL SAUCEDO OR RYAN BOURGEOIS whose address is c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320 as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original trustee under the said Deed of Trust; and, further does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein.

Israel Saucedo

#### **Certificate of Posting**

My name is Donna Stockman, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320. I declare under penalty of perjury that on 3/6/25 I filed at the office of the DALLAS County Clerk and caused to be posted at the DALLAS County courthouse this notice of sale.

buna Stademan

Declarants Name: Donna Stockman

Date: 3/6/25

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DALLAS

# EXHIBIT "A"

BEING LOT 1, IN BLOCK 11/8180 OF NORTHWOOD HILLS ESTATES, NINTH SECTION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 72153, PAGE 1912, MAP RECORDS OF DALLAS COUNTY, TEXAS.

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# 2025 MAR - 6 AM 11:29

JOHN F. WARREN

Notice of Substitute Trustee 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.

**Instrument to be Foreclosed**: Commercial Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases and Rents ("Deed of Trust")

Dated:	February 2, 2024
Grantor:	Norway Enterprise, Inc.
Trustee:	Michael J. Schroeder, Esq.
Lender:	Hard Money Fast LLC, ISAOA/ATIMA
Recorded in:	Document #202400027876 in the real property records of Dallas County, Texas

Secures:

Commercial Promissory Note ("Note") in the original principal amount of \$145,000, executed by Frances Kay Carroll, on behalf of Norway Enterprise, Inc. ("Borrower") and payable to the order of Lender and all other indebtedness of Borrower to Lender

# **Property to be Sold:**

Being Lot 4, in Block A/6095, of SPRING DELL ADDITION, an Addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 9, Page 105, Map Records, Dallas County, Texas.

#### **Foreclosure Sale:**

Date: Tuesday, April 1, 2025

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.

The North Side of the George Allen Courts Building, 600 Commerce Street, Dallas, TX 75202, Below the overhang, or as designated by the County Commissioners, pursuant to Section

Place:

# 51.002 of the Texas Property Code.

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 Hard Money Fast LLC, ISAOA/ATIMA'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, Hard Money Fast LLC, ISAOA/ATIMA, the owner and holder of the Note, has requested Substitute Trustee to sell the Property. Alexander M. Campbell and/or Elizabeth Wellborn have been appointed Substitute Trustee, and will sell the Property in accordance with the terms set forth in this Notice.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Hard Money Fast LLC, ISAOA/ATIMA's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Hard Money Fast LLC, ISAOA/ATIMA'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 Hard Money Fast LLC, ISAOA/ATIMA 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 Hard Money Fast LLC, ISAOA/ATIMA. 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.

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.

Alexander M. Campbell

Alexander M. Campbe Attorney for Lender

Alexander M. Campbell, Substitute Trustee 5 Cowboys Way, Ste. 300 Frisco, TX 75034 Telephone (469) 423-6852

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2025 MAR - 6 AM 11:29

JOHN F. WARREN

Notice of Substitute Trustee Sale

COUNTY CLERK DALLASSERVAND protect your rights as a member of the armed forces of the United States. S'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.

**Instrument to be Foreclosed**: Commercial Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases and Rents ("Deed of Trust")

Dated:	April 22, 2024
Grantor:	Envious Xtensions LLC
Trustee:	Michael J. Schroeder, Esq.
Lender:	Hard Money Fast LLC, ISAOA/ATIMA
Recorded in:	Document #20240083106 in the real property records of Dallas County, Texas
Secures:	Commercial Promissory Note ("Note") in the original principal amount of \$180,000, executed by Tawana Franshon Simpson on behalf of Envious Xtensions LLC ("Borrower") and payable to the order of Lender and all other indebtedness of Borrower to Lender

# **Property to be Sold:**

Being Lot 10-A of the Revision of Lots 1 through 13, inclusive Block "B"/8261 of the First Installment of Collage Park, an Addition to the City of Dallas, according to the map recorded in Volume 704, Page 0878, Map Records, Dallas County, Texas.

# **Foreclosure Sale:**

Date:	Tuesday, April 1, 2025
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 George Allen Courts Building, 600 Commerce Street, Dallas, TX 75202, Below the overhang, or as

designated by the County Commissioners, pursuant to Section 51.002 of the Texas Property Code.

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 Hard Money Fast LLC, ISAOA/ATIMA'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, Hard Money Fast LLC, ISAOA/ATIMA, the owner and holder of the Note, has requested Substitute Trustee to sell the Property. Alexander M. Campbell and/or Elizabeth Wellborn have been appointed Substitute Trustee, and will sell the Property in accordance with the terms set forth in this Notice.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Hard Money Fast LLC, ISAOA/ATIMA's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Hard Money Fast LLC, ISAOA/ATIMA'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 Hard Money Fast LLC, ISAOA/ATIMA 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 Hard Money Fast LLC, ISAOA/ATIMA. 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.

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.

Alexander M. Campbell

Attorney for Lender

Alexander M. Campbell, Substitute Trustee

5 Cowboys Way, Ste. 300 Frisco, TX 75034 Telephone (469) 423-6852

#### 3002 Rochester St, DALLAS, TX, 75215

# APPOINTMENT OF SUBSTITUTE TRUSTEE AND NOTICE OF SUBSTITUTE TRUSTEE SALE

# 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 WHEREAS, in my capacity as the attorney for the Mortgagee and/or its TRUSTEE: 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, Jeff Benton \_ 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 ADDRESS:

TRUSTEE'S c/o JACK O'BOYLE & ASSOCIATES, PLLC, Mailing Address: P.O. Box 815369, Dallas, TX 75381; Physical Address: 2727 Lyndon B. Johnson Frwy., Suite 525, 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 April 01, 2025 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



Courts Building facing Commerce Street below the overhang, or if the SALE: 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**

FORECLOSED:

TO BE Deed of Trust or Contract Lien dated 09/11/2023 and recorded under Volume, Page or Clerk's File No. DOC# 202300184929 in the real property records of Dallas County Texas, with AMPLE COMMERCIAL CAPITAL LLC as Grantor(s) and CAPITAL FUND I, LLC ISAOA as Original Mortgagee.

# **SECURED:**

**OBLIGATIONS** Deed of Trust or Contract Lien executed by AMPLE COMMERCIAL CAPITAL LLC securing the payment of the indebtedness in the original principal amount of \$165,000.00 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 AMPLE COMMERCIAL CAPITAL 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 A TRACT OF LAND SITUATED IN THE SOLOMAN SILKWOOD OF PROPERTY SURVEY, ABSTRACT NO. 1345, DALLAS COUNTY, TEXAS, TO BE SOLD: BEING PART OF CITY BLOCK 7070, CITY OF DALLAS, DALLAS COUNTY. TEXAS, AND BEING MORE PARTICULARLY

# DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF ROCHESTER STREET, A (50' R.O.W.), SAID POINT BEING THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO DALLAS NEIGHBORHOOD ALLIANCE FOR HABITAT, BY DEED RECORDED IN INSTRUMENT NO. 201700338125, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, SAID POINT ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO JENNIFER VEGA ALMAGUER, BY DEED RECORDED IN INSTRUMENT NO. 202000080251, OFFICIAL PUBLIC, RECORDS, DALLAS COUNTY, TEXAS, A 1/2" CAPPED IRON ROD FOUND FOR CORNER,

THENCE, EAST, WITH THE SAID SOUTH LINE OF ROCHESTER STREET, A DISTANCE OF 33.30 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO RUTH HARDEMON, BY DEED RECORDED IN VOLUME 71142, PAGE 250, DEED RECORDS, DALLAS COUNTY, TEXAS, A 1/2" CAPPED IRON ROD SET FOR CORNER,

THENCE, SOUTH 00 DEG. 56 MIN. 02 SEC. WEST, WITH THE WEST LINE OF SAID HARDEMON TRACT, A DISTANCE OF 127.50 FEET TO A POINT IN THE NORTH LINE OF CITY OF DALLAS SOUTHEAST OPERATIONS CENTER, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID HARDEMON TRACT, A 1/2" CAPPED IRON ROD SET FOR CORNER,

THENCE, WEST, WITH THE NORTH LINE OF SAID CITY OF DALLAS SOUTHEAST OPERATIONS CENTER, A DISTANCE OF 33.30 FEET TO THE SOUTHEAST CORNER OF SAID DALLAS NEIGHBORHOOD ALLIANCE FOR HABITAT, A 1/2" CAPPED IRON ROD FOUND FOR FOUNDS FOR CORNER,

THENCE NORTH 00 DEG. 56 MIN. 02 SEC. EAST, WITH THE EAST LINE OF SAID DALLAS NEIGHBORHOOD ALLIANCE FOR HABITAT, A DISTANCE OF 127.50 FEET TO THE PLACE OF BEGINNING. (the "Property")

# REPORTED

**PROPERTY** 3002 Rochester St, DALLAS, TX 75215 **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 refiling 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 TEXAS NATIONAL GUARD OR THE DUTY AS MEMBER OF THE A NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED WRITTEN THE STATES. PLEASE SEND NOTICE OF ACTIVE DUTY **ITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

Signed on the 2 day of Horac 2025.

Respectfully,

JACK O'BOYLE & ASSOCIATES, PLLC

Jack O'Boyle | SBN: 15/65300 jack@jackoboyle.com \_\_\_\_\_Travis H. Gray | SBN: 24044965 travis@jackoboyle.com \_\_\_\_\_Chris Ferguson | SBN: 24069714 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 2727 Lyndon B. Johnson Frwy., Suite 525, 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:\_\_\_\_\_

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# **NOTICE OF FORECLOSURE SALE**

# **Deed of Trust:**

Dated: Grantor: Trustee: Lender: Loan Servicer: Recorded:

Secures:

Maturity Date:

Legal Description:



August 15, 2022 LA CITTA GROUP, LLC Shelly Carter Shellron Holdings, LLC, a Delaware limited liability company Shellron Holdings, LLC, a Delaware limited liability company **Instrument #202200222295**, recorded on August 16, 2022, in the official Real Property (Deed) Records of Dallas County, Texas Promissory Note ("Note") in the original principal amount of \$872,050.00 and a second note in the original principal amount of \$53,728.49, executed by LA Citta Group, LLC ("Borrower"), and payable to the order of Lender

August 15, 2052

# **TRACT 2:**

BEING A PORTION OF LOT 10, CITY BLOCK B/1768, OF GREAT OAKS, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN VOLUME 2, PAGE 227, PLAT RECORDS, DALLAS COUNTY, TEXAS, BEING CONVEYED TO FLOYD FEARCE AS RECORDED IN CC# 201400122784, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AS SHOWN ON SURVEY AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FENCE POST FOUND FOR CORNER, BEING THE WEST CORNER OF LOT 23, BEING THE NORTH CORNER OF LOT 24, BEING THE SOUTH CORNER OF LOT 11, OF SAID GREAT OAKS ADDITION, AND BEING THE EAST CORNER OF SAID LOT 10;

THENCE SOUTH 44 DEGREES 48 MINUTES 55 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A 1/2 INCH YELLOW CAPPED IRON ROD SET FOR CORNER;

THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 1/2 INCH YELLOW CAPPED IRON ROD SET FOR CORNER, BEING IN THE SOUTHEAST LINE OF PINE STREET;

THENCE ALONG PINE STREET NORTH 44 DEGREES 48 MINUTES 55 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 1 /2 INCH YELLOW CAPPED IRON ROD SET

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# FOR CORNER;

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THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 100.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 5,000 SQUARE FEET OR 0.11 OF AN ACRE □F LAND.

#### TRACT 3:

LOT 3, BLOCK F/6078, DEERPATH VILLAGE ADDITION, THIRD SECTION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 14, PAGE 29, MAP AND/OR PLAT RECORDS, DALLAS COUNTY, TEXAS.

# TRACT 4:

LOT 37, BLOCK 2/4431, OF LINCOLN PLACE ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 145, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

# TRACT 5:

LOT 8, BLOCK 2/1774 OF LINCOLN HEIGHTS, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9, PAGE 231, AND MAP RECORDS OF DALLAS COUNTY, TEXAS.

# TRACT 6:

BEING A TRACT OF LAND OUT OD THE WM. ROMINE SURVEY, ABSTRACT NO. 1246, SITUATED IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, AND BEING A PORTION OF LOT 11 AND GREERS REVISED ADDITION TO THE CITY OF DALLAS, LOCATED IN CITY BLOCK F/1742, AS SAID ADDITION IS SHOWN ON MAP RECORDED IN VOLUME 4, PAGE 166, MAP RECORDS, DALLAS COUNTY, TEXAS, FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN X SET THAT BEARS NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTNACES OF 54.00 FEET FROM A 1/2-INCH IRON ROD FOUND AT THE INTERESECTION OF THE CURRENT NORTHWEST RIGHT-OF-WAY LINE OF EUGENE STREET(VARIABLE WIDTH RIGHT-OF-WAY) WITH

PAGE 2 OF 5

THE NORTHWEST RIGHT-OF-WAY LINE OF KYNARD STREET (27 FOOT RIGHT-OF-WAY), ALSO BEING A POINT IN THE SOUTHWEST LINE OF SAID LOT 11 AS SHOWN ON THE AFOREMENTIONED PLAT OF GREER'S REVISED ADDITION:

THENCE CONTINUING NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 37.30 FEET TO A 1/2" WATER PIPE FOUND FOR A CORNER, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 10, BLOCK F/1724;

THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE SOUTHEAST LINE OF LOT 10 A DISTANCE OF 76.00 FEET TO A 3/8-INCH IRON ROD SET FOR A CORNER;

THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A DISATNCE OF 37.30 FEET TO A 3/8-INCH IRON ROD SET FOR A CORNER;

THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 76.00 FEET TO POINT OF BEGG INNING

# TRACT 7:

LOT 33, BLOCK B/7999, OF SUNNY ACRES ADDITION, AN ADDITION TO THE CITY OF DALLAS, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 32, PAGE 175, MAP RECORDS OF DALLAS COUNTY, TEXAS.

# **FORECLOSURE SALE:**

Tuesday, April 1, 2025

Time:

Date:

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The sale of the Property will be held between the hours of 1:00 **p.m. and 4:00 p.m.** local time; the earliest time at which the Foreclosure Sale will begin is 1:00 **p.m.** and not later than three hours thereafter.

Place:

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 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 or Loan Servicer's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.
- Substitute Trustee: Bennett M. Wyse, Ted Gambordella, 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, and/or Jeff Benton

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, or its Loan Servicer, 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, or Loan Servicer'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 or Loan Servicer passes the Foreclosure Sale, then 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, or Loan Servicer. 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

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further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED HEREIN TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY, SUBSTITUTE TRUSTEE, OR OTHER AUTHORIZED AGENT OF THE MORTGAGEE OR LOAN SERVICER.

By:

## SUBSTITUTE TRUSTEE:

Ted Gambordella, Substitute Trustee 5910 N Central Expy, Suite 920 Dallas, Texas 75206 Tel. (214) 473-5551 Fax. (214) 540-9333 Tgambordella@prattaycock.com

# NOTICE OF FORECLOSURE SALE

March 5, 2025

2025 MAR - 6 AM 10: 26

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# **DEED OF TRUST ("DEED OF TRUST"):**

Dated:

Trustee:

Lender:

Secures:

Guaranty:

May 30, 2024

Grantor:

Infinity Builders Group LLC

Matt L. Janner

SCF Jake, LP

Recorded in:

Document Number 202400110239 of the Official Public Records of Dallas County, Texas

Legal Description:

Lot 31, Block 9/6956, of KIMBALL ESTATES ADDITION, an addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 80, Page 2651, Map Records, Dallas County, Texas TOGETHER WITH ALL BUILDINGS, IMPROVEMENTS, AND FIXTURES THEREON (the "Property")

Real Estate Lien Note (the "Note") in the original principal amount of \$299,000.00, executed by Infinity Builders Group LLC and payable to the order of Lender

The Note is guaranteed by a Guaranty Agreement dated May 30, 2024, and executed by Nouman Muhammad in favor of Lender in favor of Lender

Substitute Trustees and Address:

Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, **Michele**, Payton Hreha **Construction** c/o Stibbs & Co., P.C., 831 Crossbridge Drive, Spring, Texas 77373

# FORECLOSURE SALE:

**Date:** April 1, 2025

**Time:** 10am – 1pm

**Place:** 

The north side of the George Allen courts building facing Commerce Street or as designated by the County Commissioner's Office

**Terms of Sale:** The sale will be conducted at a public auction to the highest bidder for cash. Pursuant to the Deed of Trust, Lender 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. 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 under 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 and the amount owed on the Note was accelerated. Because of that default, Lender, the owner, and holder of the Note, has requested the Substitute Trustee to sell the Property.

JOHN F. WARREN COUNTY CLERK DALLAS COUNTY 8Y.

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 the Substitute Trustee.

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 MILIARY 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.

SUBSTITUTE TRUSTEE

Sobs The TRUSTEE Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, **Deputition** Payton Hreha **Constitution** c/o Stibbs & Co., P.C., 831 Crossbridge Drive, Spring, Texas 77373

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# NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, On the 1st day of May, 2020, Aleiandro B. Ortiz, executed a Deed of

Trust conveying to S.R. Graham, Trustee, the Real Estate hereinafter described, to secure a

Vendor Lien Note in the payment of a debt therein described, said Deed of Trust being

Recorded as instrument Number 202000281483, in the Deed of Trust Records of Dallas

County, Texas, and,

WHEREAS, Default has occurred in the payment of said indebtedness, default in

delinguent property taxes, and default for not providing insurance.

And the same is now wholly due, and the owner and holder of said debt

has requested the undersigned to sell said property to satisfy said indebtedness:

NOW. THEREFORE, NOTICE IS HEREBY GIVEN That on Tuesday, the 1<sup>st</sup> day of April. 2025 between 10 o'clock A.M. and 4 o'clock P.M., I will sell said Real Estate at the door of the County Court House in Dallas County, Texas, in the area designated by the Dallas County Commissioners Court for foreclosure sales to occur at the George Allen Courts Building, 600 Commerce Street, Dallas, Texas, and more specifically being the north side of the building below the overhang facing Commerce Street. The property will there be sold to the highest bidder for cash. The earliest time that the sale will occur is 10:00 am

Said Real Estate is described as follows: In the County of Dallas, State of Texas:

Being Lot 13, in Block 30/4229 of the Broadmoor Addition, an addition to the City of Dallas. Texas, according to the Map thereof recorded in Vol. 2, page 28, Map records of Dallas, County, Texas. Also known as 2419 S. Denley Drive, Dallas, TX. 75216

WITNESS MY HAND THIS the 4<sup>th</sup> day of March, 2025

И СОЧИТ У ССЕЯК ОРИС Х ССЕЯК ОРИС И СОЧИТ У L G. Neary, Substitute Trustee 2025 MAR - 5 PM 2:21

4831 Gretna St. Dallas, Texas 75207 214.969.7365

## 

2025 MAR -5 PM 2:21

JOHN F. WARREN COUNTY CLERK

#### Notice of Foreclosure Sale

March 5, 2025

Deed of Trust ("Deed of Trust"):

Dated: February 1, 2022

Grantor: V.I.P. Financial Services LLC

Trustee: Philip M. Ruais

Lender: Doc Swalwell Legacy, Inc.

Recorded in: Instrument No. 202200034114 of the real property records of Dallas County, Texas

Legal Description: Lot 18, Block A/6036, Druid Hills Addition, an Addition to the City of Dallas, Texas, according to the Map thereof recorded in Volume 28, Page 159, of the Map Records of Dallas County, Texas.

Secures: Promissory Note ("Note") in the original principal amount of \$243,100.00, executed by V.I.P. Financial Services LLC ("Borrower") and payable to the order of Lender

Foreclosure Sale:

Date: Tuesday, April 1, 2025

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: On the north side of the George Allen Courts Building, facing Commerce Street, below the overhang. The County Commissioners may also designate another location.

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 Doc Swalwell Legacy, Inc.'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, Doc Swalwell Legacy, Inc., 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 Doc Swalwell Legacy, Inc.'s election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Doc Swalwell Legacy, Inc.'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 Doc Swalwell Legacy, Inc. 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 Doc Swalwell Legacy, Inc.. 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.

Milton W. Colegrove Jr. 3700 Standridge Dr., Ste. 202 The Colony, Texas 75056 Telephone (972) 810-0161 Telecopier (972) 810-0162

#### Notice of Substitute Trustee's Sale

2025 FEB 28 AM 9: 32

Date:	February 27, 2025	JOHN F. WARREN COUNTY CLERK
Substitute Trustee:	Gaylene Lonergan Lonergan Law Firm PLLC 12801 North Central Expressway, Suite 150, D	BY_BY
Lender:	Sufi Holding, LLC – 4630 Spring Garden Dr	
Note:	Promissory Note dated June 17, 2024 in the original principal amount of \$272,545.00, executed by Rosalinda Garcia.	
Deed of Trust:		
Date:	June 17, 2024	
Grantor:	Rosalinda Garcia	
Lender:	Sufi Holding, LLC – 4630 Spring Garden Dr	
Recording in	formation:	
	Recorded under Instrument Number 20240012	2210 of the County Clerk's

Recorded under Instrument Number 202400122210 of the County Clerk's Records, Dallas County, Texas.

Property:

Lot 17 of Morningside Addition Situated In City Block D/1776 in the City of Dallas, Dallas County, Texas as shown by deed recorded as instrument number 20070422320 of the deed records of Dallas County, Texas and more commonly addressed as 4630 Spring Garden Road, Dallas, Dallas Count, Texas.

Said Property more commonly known as 4630 Spring Garden St, Dallas, TX 75215

County:	Dallas
Date of Sale:	April 1, 2025
Time of Sale:	10:00 a.m 1 p.m.
Place of Sale:	At the North Side of the George Allen Courts Building, located at 600 Commerce Street, Dallas, Texas 75202 facing Commerce Street below the hanging, or as otherwise designated by the County Commissioners.

Gaylene Rogers Lonergan is Substitute Trustee as appointed by Lender. Lender has instructed Trustee to offer the Property for sale toward the satisfaction of the Note.

Notice is given that on the Date of Sale, Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash. THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE FOR THE PERSONAL PROPERTY IN THIS DISPOSITION. The earliest time the sale will occur is the Time of Sale, and the sale will be conducted no later than three hours thereafter.

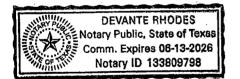
awn Firm, P.L Lonergan I

STATE OF TEXAS

#### COUNTY OF DALLAS

This instrument was acknowledged before me on this 27<sup>th</sup> day of February, 2025, by Gaylene Rogers Lonergan, Substitute Trustee.

My Commission Expires:



Notary Public in and for the State of Texas

Print/Typed Name of Notary

## **NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE** 2025 FEB 27 AM 11: 19

JOHN F. WARREN

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 July 07, 2004 and recorded under Clerk's File No. 2972041, in the real property records of DALLAS County Texas, with Anastacio C. Limon and Norma Limon husband and wife as Grantor(s) and Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for AmericaHomekey, Inc., its successors and assigns as Original Mortgagee.

Deed of Trust executed by Anastacio C. Limon and Norma Limon husband and wife securing payment of the indebtedness in the original principal amount of \$98,100.00 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 Anastacio C. Limon. U.S. BANK TRUST NATIONAL ASSOCIATION NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2 ACQUISITION TRUST 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. Selene Finance is acting as the Mortgage Servicer for the Mortgagee. Selene Finance, is representing the Mortgagee, whose address is: 3501 Olympus Blvd. 5th Fl. Ste. 500, Dallas, TX 75019.

#### Legal Description:

LOT 26, BLOCK A/8035, OF CASAS DEL SOL ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2002242, PAGE 146, TOGETHER WITH CERTIFICATE OF CORRECTION FILED MAY 29, 2003 RECORDED IN VOLUME 2003108, PAGE 10411, DEED RECORDS, DALLAS COUNTY, TEXAS.

#### SALE INFORMATION

Date of Sale: 04/01/2025

#### Earliest Time Sale Will Begin: 1:00 PM

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, os 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,"



44-25-00094 DALLAS

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"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, Jeff Benton, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or ASAP, 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 02/24/2025.

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<u>/s/ Will Morphis SBOT No. 24131905</u>, 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. 44-25-00094

### **NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

# 25 FEB 27 AM11: 18 THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTÈE(S **IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURI INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE.** THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

Matter No.: 128212-TX

Date: February 20, 2025

County where Real Property is Located: Dallas

ORIGINAL MORTGAGOR: RODRIGO NAVA AND JUANA GARCIA ROQUE, HUSBAND AND WIFE

ORIGINAL MORTGAGEE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR SOUTHWEST FUNDING, LP, ITS SUCCESSORS AND ASSIGNS

LAKEVIEW LOAN SERVICING, LLC CURRENT MORTGAGEE:

MORTGAGE SERVICER: M & T Bank

DEED OF TRUST DATED 11/27/2017, RECORDING INFORMATION: Recorded on 11/29/2017, as Instrument No. 201700333544

SUBJECT REAL PROPERTY (LEGAL DESCRIPTION): LOT 7, BLOCK 13/7667, MOUNTAIN VALLEY ESTATES, INSTALLMENT NO. 4, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 71090, PAGE 2332, MAP **RECORDS, DALLAS COUNTY, TEXAS.** 

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on 4/1/2025, the foreclosure sale will be conducted in Dallas County in the area designated by the Commissioners Court, pursuant to Section 51.002 of the Texas Property Code as the place where the foreclosure sales are to take place. If no place is designated by the Commissioners Court, sale will be conducted at the place where the Notice of Trustee's Sale was posted. The trustee's sale will be conducted no earlier than 10:00 AM, or not later than three (3) hours after that time, by one of the Substitute Trustees who will sell, to the highest bidder for cash, subject to the unpaid balance due and owing on any lien indebtedness superior to the Deed of Trust.

M & T Bank is acting as the Mortgage Servicer for LAKEVIEW LOAN SERVICING, LLC who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. M & T Bank, as Mortgage Servicer, is representing the Mortgagee, whose address is:

LAKEVIEW LOAN SERVICING, LLC c/o M & T Bank One Fountain Plaza Buffalo, NY 14203

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

Page 1 of 2



AP NOS/SOT 08212019

authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

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, MICHELE HREHA, MARY MANCUSO, FRANCESCA ORTOLANI, CAROL DUNMON, JANE KLINE, PAYTON HREHA, CHASITY LEWALLEN, GUY WIGGS, DAVID STOCKMAN, BRENDA WIGGS, DONNA STOCKMAN, KATHY ARRINGTON, JANET PINDER, BRANDY BACON, MICHELLE SCHWARTZ, JAMIE DWORSKY, ANGELA COOPER, CASPER RANKIN, LAUREL HANDLEY, HOLLIS HAMILTON or either one of them, as Substitute Trustee, to act, either singly or jointly, under and by virtue of said Deed of Trust and hereby request said Substitute Trustees, or any one of them to sell the property in said Deed of Trust described and as provided therein. The address for the Substitute Trustee as required by Texas Property Code, Section 51.0075(e) is Aldridge Pite, LLP, 3333 Camino Del Rio South, Suite 225, San Diego, CA 92108-0935, Phone: (866) 931-0036.

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.

By: Hollis Hamilton

Hollis Rose Hamilton, Attorney Aldridge Pite, LLP 3333 Camino Del Rio South, Suite 225 San Diego, California 92108

Return to: ALDRIDGE PITE, LLP 3333 Camino Del Rio South, Suite 225 P.O. BOX 17935 SAN DIEGO, CA 92108-0935 FAX #: 619-590-1385 Phone: (866) 931-0036

#### 9522 Sugarberry Rd, Dallas, TX 75249

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#### NOTICE OF (SUBSTITUTE) TRUSTEE'S 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.

1. Date, Time, and Place of Sale.

Date: 04/01/2025

Time: Between 10:00 AM - 1:00 PM and beginning not earlier than 10:00 AM and ending not later than three hours thereafter.

Place: The area designated by the Commissioners Court of Dallas County, pursuant to §51.002 of the Texas Property Code as amended: if no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this Notice of Trustee's Sale was posted.

2. Terms of Sale. Highest bidder for cash.

3. **Instrument to be Foreclosed.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated October 30, 2017 and recorded in the real property records of Dallas County, TX and is recorded under Clerk's Instrument No. 201700310250 with Anali Urapo and Simon Hernandez Benitez (grantor(s)) and Mortgage Electronic Registration Systems, Inc., as nominee for American Financial Network, Inc. mortgagee to which reference is herein made for all purposes.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by Anali Urapo and Simon Hernandez Benitez, securing the payment of the indebtedness in the original amount of \$143,182.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. Nationstar Mortgage LLC is the current mortgage of the note and Deed of Trust or Contract Lien.

5. **Property to be Sold.** BEING LOT 6, BLOCK 30/8605, OF WOODBERRY CREEK, AN ADDITION TO THE CITY OF DALLAS, TEXAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2004029, PAGE 74, OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS.

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6. Mortgage Servicer 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 §51.002, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. Nationstar Mortgage LLC d/b/a Mr. Cooper, as Mortgage Servicer, is representing the current Mortgagee whose address is:

Nationstar Mortgage LLC 8950 Cypress Waters Blvd Coppell, TX 75019

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7. Substitute Trustee(s) Appointed to Conduct Sale. In accordance with Texas Property Code §51,0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint Kirk Schwartz, Esq. OR Carson Emmons, Esq. OR 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 whose address is 1320 Greenway Drive, Suite 300, Irving, TX 75038 OR AUCTION.COM, 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.

2/25/2025

Executed on

/s/ Carson T. H. Emmons

James E. Albertelli, P.A. Kirk Schwartz, Esq. Carson Emmons, Esq. 6565 N. MacArthur, Suite 470 Irving, TX 75039

SUBSTITUTE TRÚSTEE Agency Sales & Posting 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 OR AUCTION.COM

1320 Greenway Drive, Suite 300 Irving, TX 75038

#### **CERTIFICATE OF POSTING**

, and my address is 1320 Greenway Drive, Suite 300, Irving, TX My name is 75038. I declare under 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 this notice of sale.

Declarants Name:			
Date:	 		

## NOTICE OF TRUSTEE'S SALE

Grantor(s)	Demetra Williams and Natasha Williams	Deed of Trust Date	December 30, 2019
<b>Original Mortgagee</b>	Credit Union of Texas	Original Principal	\$40,000.00
Recording	Instrument #: 20200003752 in Dallas	Original Trustee	V. Eric Pointer
Information	County, Texas		
Property Address	2026 Cedar Valley Ln., Dallas, TX 75232	Property County	Dallas

#### DEED OF TRUST INFORMATION:

#### **MORTGAGE SERVICER INFORMATION:**

Current	Credit Union of Texas	Mortgage Servicer	Credit Union of Texas (CUTX)
Mortgagee			
Current	Credit Union of Texas	Mortgage Servicer	900 W. Bethany Drive, Attn: Collections
Beneficiary		Address	Department, Allen, TX 75013

#### SALE INFORMATION:

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Date of Sale	04/01/2025
Time of Sale	01:00 PM or no later than 3 hours thereafter
Place of Sale	The outside area on the north side of the George Allen Courts Building facing Commerce Street below the overhang in Dallas County, Texas, or if the preceding area is no longer the designated area, at the area most recently designated by the Dallas County Commissioner's Court.
Substitute Trastees Budget E. Walthe W. 2000 COUNTE VIEW E. WARD COUNTER TO COUNTER COUNTER TO COUNTER COUN	John Beazley, Bob Dickerson, Aaron Parker, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Craig Muirhead, Doak Lambert, Wendy Lambert, Cary Corenblum, Matthew Hansen, Joshua Sanders, Shawn Schiller, Auction.com, Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, Jane Kline, Payton Hreha, Chasity Lewallen, Scott Crist, Jeremiah Hayes, Selim Taherzadeh, or Michael Linke, any to act
Substitute Trustees'	15851 N. Dallas Parkway, Suite 410, Addison, TX 75001

#### **PROPERTY INFORMATION:**

Legal Description as per the Deed of Trust:

LOT 5, IN BLOCK 24/6914 OF GLEN HILLS NO. 3, INSTALLMENT NO. 6, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 765, PAGE 1796, MAP RECORDS, DALLAS COUNTY, TEXAS

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Default has occurred under the Deed of Trust and all sums secured by the Deed of Trust were declared immediately due and payable. The Beneficiary has, or caused another to, removed the Original Trustee and appointed Substitute Trustees. On behalf of the Mortgagee, Mortgage Servicer, and Substitute Trustees, the undersigned is providing this Notice of Trustee's 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 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 other 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 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.

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 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. Purchasers will buy the property "at the purchaser's own risk" and "at his/her peril", and no representation is made concerning the quality of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property.

Pursuant to 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.

The Deed of Trust permits the Beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee, or any subsequently appointed 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 refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

Interested parties are encouraged to consult counsel of their choice prior to participating in the sale of the property.

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.

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.

Dated February 20, 2025.

/s/ Selim H. Taherzadeh

Selim H. Taherzadeh 15851 N. Dallas Parkway, Suite 410 Addison, TX 75001 (469) 729-6800

Return to: **TAHERZADEH, PLLC** 15851 N. Dallas Parkway, Suite 410, Addison, TX 75001

TAHERZADEH, PLLC Notice of Trustee's Sale- 165-00032

#### CAUSE NUMBER DC-24-21655

IN RE: ORDER FOR FORECLOSURE	§ IN THE DISTRICT COURT
CONCERNING	§
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	<b>9</b>
2026 CEDAR VALLEY LN.	§ ·
DALLAS, TX 75232	8
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UNDER TEX. R. CIV. PROC. 736	§ 191st JUDICIAL DISTRICT OF
	§ · ·
Petitioner:	8
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CONDITINICAL OF TEXT O	8
CREDIT UNION OF TEXAS,	8
3	§ `
Respondent(s):	8
<b>F</b> (-).	S S
DEMETRA WILLIAMS AND NATASHA	§ DALLAS COUNTY, TEXAS
WILLIAMS.	§ .

#### **DEFAULT ORDER ALLOWING FORECLOSURE**

Credit Union of Texas, Petitioner, on behalf of itself, its successors and assigns, has brought before this Court for consideration its Application for Court Order Allowing Foreclosure of a Lien Under Texas Constitution Article XVI, Section 50(a)(6)(D) ("Application"). Having considered the evidence presented, the Court finds that:

1) the Application complies with Texas Rules of Civil Procedure ("TRCP") 736.1;

2) the Application was properly served in accordance with TRCP 736.3;

3) a Respondent did not file a response to the Application by the due date; and

4) the return of service has been on file with the Clerk of the Court for at least 10 days; and

5) Petitioner has established the basis for foreclosure and finds that: DEFAULT ORDER ALLOWING FORECLOSURE

(a) Petitioner is the holder of a Texas Home Equity Note secured by a lien created under Texas Constitution Article XVI, Section 50(a)(6). A debt exists.

(b) Installment payments have not been made when due and owing pursuant to the terms of the Note and Deed of Trust.

(c) The obligation secured by the lien sought to be foreclosed is in default.(d) The requisite notice to cure the default has been mailed to each person as required under applicable law and the loan agreement, contract, or lien sought to be foreclosed and the opportunity to cure has expired. Before the Application was filed, any other action required under applicable law and the loan agreement, contract, or lien sought to be foreclosed was performed.

#### IT IS THEREFORE ORDERED that:

1. Credit Union of Texas, together with its successors and assigns, is hereby authorized to serve Notice of Sale on each Respondent and may proceed with a foreclosure sale in accordance with the security agreement and Texas Property Code Section 51.002 concerning the property with a commonly known mailing address of 2026 Cedar Valley Ln., Dallas, TX 75232 and legal description as described in the Real Property Records of Dallas County, Texas as follows:

LOT 5, IN BLOCK 24/6914 OF GLEN HILLS NO. 3, INSTALLMENT NO. 6, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 765, PAGE 1796, MAP RECORDS, DALLAS COUNTY, TEXAS

DEFAULT ORDER ALLOWING FORECLOSURE

2. The name and last known address of each respondent subject to the order are:

Demetra Williams 2026 Cedar Valley Ln. Dallas, TX 75232

Natasha Williams 2026 Cedar Valley Ln. Dallas, TX 75232

3. The recording or indexing information of each lien to be foreclosed is as follows:

Instrument #: 202000003752 in the Real Property Records of Dallas County, Texas.

4. A conformed copy of an Order Allowing Foreclosure must be attached to the trustee or substitute trustee's foreclosure deed in accordance with Rule 736.12 of the Texas Rules of Civil Procedure.

5. Petitioner may communicate with each Respondent and all third parties as reasonably necessary to conduct a foreclosure sale.

6. Notice of Foreclosure Sale must be mailed to Respondent's counsel by certified mail if a Respondent is represented by counsel.

Signed, this 10 day of February ,2025.

In

Judge Presiding

DEFAULT ORDER ALLOWING FORECLOSURE

Return to: Taherzadeh, PLLC 15851 N. Dallas Parkway, Suite 410 Addison, TX 75001

#### DEFAULT ORDER ALLOWING FORECLOSURE

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