

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.

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

BY MAH DEPUTY
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

2025 MAR -6 PM 1:33

FILED

Date: March 6, 2025

Borrower: Water Spring, LLC, a Texas limited liability company

Borrower's Address: 860 Willowgate Drive
Prosper, Texas 75078

Holder: Thistle Creek Partners, L.P., a Delaware limited partnership

Holder's Address: 2801 N Thanksgiving Way, Suite 225
Lehi, Utah 84043

Substitute Trustees: H. Brandon Jones and Paul Farmer

Substitute Trustees' Address: 420 Throckmorton Street, Suite 1000
Fort Worth, Texas 76102

Deed of Trust: Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing as amended by that certain First Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated January 12, 2024

Date: as of June 21, 2022

Grantor: Water Spring, LLC, a Texas limited liability company

Lender: Thistle Creek Partners, L.P., a Delaware limited partnership

Original Trustee: Stewart Title Guaranty Company

Secures: Promissory Note, dated as of June 21, 2022, in the original principal amount of \$3,797,000.00, executed by Borrower, payable to the order of Lender and currently held by Holder.

Recording: Recorded June 22, 2022, in the Official Public Records of Dallas County, Texas, as Instrument No. 2022-202200172436 with the First Amendment filed in the Official Public Records of Dallas County, Texas as Instrument No. 202400013732.

Property: All real property, improvements and personal property described as collateral in the Deed of Trust (defined above), the description of the real property, improvements, and personal property are also, for the sake of convenience only, described in Exhibit A attached hereto and made a part hereof for all purposes; however, the description of the real property, improvements and personal property in the Deed of Trust will control to the extent of any conflict or any deficiency in such description contained in this Notice of Substitute Trustee's Sale, it being the intent that the Foreclosure Sale will cover all property, real, personal, tangible and intangible, which constitutes collateral under, and described in, the Deed of Trust.

Foreclosure Sale:

Date of Sale: ~~Tuesday April 1, 2025~~

Time of Sale: The sale of the Property will take place between the hours of 10:00 a.m. and 1:00 p.m. local time; the earliest time at which the sale will take place is 10:00 am, and the sale will begin within three hours thereafter.

Place of Sale: The north side of the George Allen Courts Building (600 Commerce St., Dallas, Texas 75202) facing 600 Commerce Street below the overhang or as designated by the Dallas County Commissioners.

Holder has appointed H. Brandon Jones and Paul Farmer, and each of them acting alone, as Substitute Trustees under the Deed of Trust upon the contingency and in the manner outlined by the Deed of Trust and in accordance with Chapter 51 of the Texas Property Code. Default has occurred pursuant to the provisions of the Deed of Trust. The indebtedness evidenced by the Note has matured and is wholly due. Holder has instructed Substitute Trustees, and each of them acting alone, to sell the Property toward the satisfaction of the Note.

The Deed of Trust may encumber both real and personal property. Notice is hereby given of Holder's election to proceed against and sell all the real property and any personal property described in the Deed of Trust in accordance with the Holder's rights and remedies under the Deed of Trust and Section 9.604 of the Texas Business and Commerce Code.

Notice is hereby given that on the Date of Sale, at the Time of Sale, Substitute Trustees, or any of them acting alone, will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "AS IS". THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION OR QUIET ENJOYMENT OR THE LIKE FOR THE PERSONAL PROPERTY INCLUDED IN THE SALE. Holder may bid by credit against the indebtedness secured by the Deed of Trust. The Substitute Trustee(s) conducting the Foreclosure Sale may, at their option, postpone the sale for a reasonable time to permit the highest bidder (if other than Holder) to produce cash to pay the purchase price bid, and the sale may be resumed if the bidder fails to produce cash to pay the purchase price within such time period, provided in any event the sale shall be concluded no later than 4:00 P.M. local time.



H. Brandon Jones or Paul Farmer
As Substitute Trustees

EXHIBIT A

(Property Description)

The certain real property located in Dallas County, Texas, and more particularly described as follows:

Being 2.581 acres of land, situated in the Harrison Blevins Survey, Abstract Number 94, in the City of Rowlett, Dallas County, Texas, being all of a called 2.576 acre tract of land described in a deed to Zi Shun Wang, Angela Li and Min Zhao, recorded in Instrument Number 200900169017, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch iron rod found for the common corner of said called 2.576 acre tract, and a called 0.32 acre tract of land described in a deed to Jeffry Michael Hyre, recorded in Instrument Number 201200065160, Deed Records, Dallas County, Texas, being in the north line of a called 2.1380 acre tract of land described in a deed to Mike and Nancy Lancaster, recorded in Volume 83213, Page 2548, Deed Records, Dallas County, Texas;

THENCE N 30° 09' 20" W, along the common line of said called 2.756 acre tract and said called 0.32 acre tract, passing 3/8 inch iron rod found for the common corner of said called 0.32 acre tract, and a called 0.66 acre tract of land described in a deed to Chloe Enterprises Inc. recorded in Instrument Number 200600460989, Deed Records, Dallas County, Texas, a total distance of 209.45 feet to a 1/2 inch capped iron rod set stamped "5596" for the common corner of said called 2.576 acre tract, and said called 0.66 acre tract;

THENCE S 43° 12' 15" W, along the common line of said called 2.576 acre tract, and said called 0.66 acre tract, a distance of 208.70 feet to a 1/2 inch capped iron rod set stamped "5596" for the common corner of said called 2.576 acre tract, and said called 0.66 acre tract, said point being in the east right-of-way line of Dalrock Road, (a variable width right-of-way);

THENCE N 17° 04' 45" W, along the west line of said called 2.576 acre tract, and the east right-of-way line of said Dalrock Road, a distance of 138.50 feet to a 1/2 inch capped iron rod set stamped "5596" for the northwest corner of said called 2.576 acre tract, and being the southeast intersection of said Dalrock Road, and Liberty Grove Road (a variable width right-of-way);

THENCE along the north line of said called 2.576 acre tract, and the south right-of-way line of said Liberty Grove Road the following calls:

N 56° 49' 35" E, a distance of 168.98 feet to a 1/2 inch capped iron rod set stamped "5596" for corner;
N 57° 45' 15" E, a distance of 160.48 feet to a 1/2 inch capped iron rod set stamped "5596" for corner;
N 55° 35' 15" E, a distance of 186.70 feet to a 1/2 inch capped iron rod set stamped "5596" for northeast corner of said called 2.576 acre tract, same being the northwest corner of a called 0.993 acre tract of land described in a deed to Earl E. and Judy E. Burnett, recorded in Volume 93234, Page 650, Deed Records, Dallas County, Texas;

THENCE S 47° 30' 45" E, along the common line of said called 2.576 acre tract, and said called 0.993 acre tract, a distance of 200.15 feet to a 1/2 inch capped iron rod set stamped "5596" for the common corner of said called 2.576 acre tract, and said called 2.1380 acre tract;

THENCE S 43° 06' 48" W, along the common line of said called 2.576 acre tract, and said called 2.1380 acre tract, a distance of 424.35 feet to the POINT OF BEGINNING and containing 112,407 square feet or 2.581 acres of land more or less.

DESCRIPTION OF PERSONAL PROPERTY

All of assets of Grantor and in which Grantor has sufficient rights to grant a security interest, including, without limitation, "Accounts", "Cash Proceeds", "Chattel Paper", "Collateral", "Deposit Accounts", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-credit Rights", "Noncash Proceeds", and "Tangible Chattel Paper", as defined in the Uniform Commercial Code. Such assets include, without limitation:

(a) All personal property, (including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory, construction materials and software embedded in any of the foregoing) in which Grantor now or hereafter acquires an interest or right, which is now or hereafter located on or affixed to the Property or the Improvements or used or useful in the operation, use, or occupancy thereof or the construction of any Improvements thereon, together with any interest of Grantor in and to personal property which is leased or subject to any superior security interest, and all books, records, leases and other agreements, documents, and instruments of whatever kind or character, relating to the Property, Improvements, or such personal property;

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties, and revenues which, after the date hereof and while any portion of the Obligations remains unpaid or unperformed, may accrue from such personal property or any part thereof or from the Property, the Improvements or any other part of the Trust Estate, or which may be received or receivable by Grantor from any hiring, using, letting, leasing, subhiring, subletting, subleasing, occupancy, operation, or use thereof;

(c) All of Grantor's present and future rights to receive payments of money, services, or property, including, without limitation, rights to all deposits from tenants or purchasers of any portion of the Property or Improvements, rights to receive capital contributions or subscriptions from Grantor's partners or shareholders, amounts payable on account of the sale of partnership interests in Grantor or the capital stock of Grantor, accounts and other accounts receivable, deposit accounts, chattel paper (whether tangible or electronic), notes, drafts, contract rights, instruments, general intangibles, and principal, interest, and payments due on account of goods sold or leased, services rendered, loans made or credit extended, together with title to or interest in all agreements, documents, and instruments evidencing securing or guarantying the same;

(d) All other intangible property (and related software) and rights relating to the Property, the Improvements, the personal property described in **Paragraph (a)** above or the operation, occupancy, or use thereof, including, without limitation, all governmental and private contracts, agreements, permits, licenses, and approvals relating to construction on or operation, occupancy, or use of the Property or Improvements, all names under or by which the Property or Improvements may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names and trademarks, copyrights, patent and copyright applications and registrations, patterns, designs, drawings, plans and specifications, other proprietary information and intellectual property, and royalties relating in any way to the Property or the Improvements, and all management agreements with respect to the management and operation of the Property, and all goodwill and software in any way relating to the Property or the Improvements.

(e) Grantor's rights under all insurance policies covering the Property, the Improvements, the Personal Property, and the other parts of the Trust Estate and any and all proceeds, loss payments, and premium refunds payable regarding the same;

(f) All reserves, deferred payments, deposits, refunds, cost savings, and payments of any kind relating to the construction of any Improvements on the Property;

(g) All water, water stock and water rights relating to the Property, including, without limitation, (i) the right to use surface water or groundwater on, under, around or appurtenant to the Property, (ii) all decreed rights; (iii) water rights represented by a permit issued by the Texas Department of Water Resources; (iv) diligence rights or claims; (v) approved applications to appropriate; and (vii) unapproved applications to appropriate;

(h) All causes of action, claims, compensation, and recoveries for any damage to, destruction of, or condemnation or taking of the Property, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Property, the Improvements, the Personal Property, or any other part of the Trust Estate, or for any loss or diminution in value of the Property, the Improvements, the Personal Property, or any other part of the Trust Estate;

(i) All architectural, structural, mechanical, and engineering plans and specifications prepared for construction of Improvements or extraction of minerals or gravel from the Property and all studies, data, and drawings related thereto; and also all contracts and agreements of Grantor relating to the aforesaid plans and specifications or to the aforesaid studies, data, and drawings or to the construction of Improvements on or extraction of minerals or gravel from the Property;

(j) All of Grantor's rights as a declarant, developer or otherwise, including, without limitation, all voting and other rights under all covenants, conditions and restrictions affecting the Property or the Improvements;

(k) All of Grantor's rights under any agreements affecting the Property, whether now existing or hereafter arising; and

(l) All proceeds from sale or disposition of any of the aforesaid collateral.

FILED

NOTICE OF ASSESSMENT LIEN SALE

2025 MAR -6 PM 12: 35

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

BY _____ DEPUTY

WHEREAS, the property herein described is subject to the Declaration of Covenants, Conditions and Restrictions for Harborside Estates and Harborview Addition filed on April 4, 1994, as Instrument No. 2010-126725 of the Official Public Records of Dallas County, Texas, (including any amendments thereof or supplements thereto is hereinafter referred to, collectively, as the "Declaration"). The Declaration provides for the payment of assessments secured by a lien on the Lot of the non-paying owner.

WHEREAS, Harbor Owners Association, Inc. on May 18, 2021, January 25, 2022, June 1, 2023, and February 1, 2024, sent notice of default in payment of assessments to **WILFRED KIPTARUS, a single person**, being the reputed owner or current owner of said real property; and

WHEREAS, the said **WILFRED KIPTARUS, a single person**, has continued to default in the payment of their indebtedness to Harbor Owners Association, Inc. and the same is now wholly due, and Harbor Owners Association, Inc., acting by and through its duly authorized agent, intends to sell the herein described property to satisfy the present indebtedness of said owner to Harbor Owners Association, Inc.


NOW, THEREFORE, notice is hereby given that on Tuesday, the 1st day of April, 2025, between 10:00 a.m. and 4:00 p.m., Harbor Owners Association, Inc. will sell the herein described real estate (including any improvements thereon) at public auction at the area outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, 600 Commerce Street, Dallas, Dallas County, Texas, or as designated by the Dallas County Commissioners for such sales, to the highest bidder for cash, subject to all unpaid ad valorem taxes, superior liens and encumbrances of record, and a statutory right of redemption. The earliest time at which said sale will begin will be 1:00 p.m., and the sale will take place not later than three (3) hours thereafter.

Said real estate is particularly described on Exhibit A attached hereto which is incorporated herein by reference for all purposes.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

SIGNED: March 6, 2025.

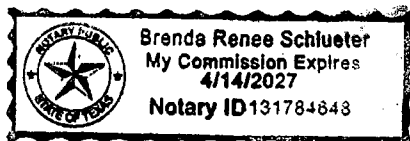
**HARBOR OWNERS ASSOCIATION,
INC.**


By: 
Judd A. Austin, III
Its: **Duly Authorized Agent**

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public on this day personally appeared Judd A. Austin, III, Duly Authorized Agent for Harbor Owners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and affirmed seal of office, on March 6, 2025.




Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr., Judd A. Austin, III, Vinay B. Patel,
Kristen Pierce, Parrish S. Nicholls, and Claudia Zissman-Monzon
Henry Oddo Austin & Fletcher, P.C.
1717 Main Street, Suite 4600
Dallas, Texas 75201**

EXHIBIT "A"

Lot 35, in Block 3, of HARBORVIEW ADDITION NO. 3, an addition to the City of Rowlett, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 97214, Page 2715 of the Map Records of Dallas County, Texas, (the "Property").