

**NOTICE OF FORECLOSURE SALE**

2025 JUL 15 PM 12:08

State of Texas §

§

County of Dallas §

JOHN E. WARREN  
COUNTY CLERK  
DALLAS COUNTY

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

Notice is hereby given of a public non-judicial foreclosure sale.

1. **Property To Be Sold.** The property to be sold is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

Date: **August 5, 2025**

Time: The sale shall begin no earlier than **11:00 AM** or no later than three hours thereafter.

Place: **Dallas County Courthouse in Dallas, Texas**, at the following location: the area designated by the Commissioners Court of **Dallas, Dallas County, Texas**, pursuant to § 51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if no such place is so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted).

The deed of trust permits the Mortgagee of Record to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust 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.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

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

3. **Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the Mortgagee of Record 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 nature and extent of such matters, if any.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

4. Type of Sale. The sale is a non-judicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by **Craig Benjamin, Metro Financial and Investment Services, Inc.**
5. Obligations Secured. The Deed of Trust is dated **February 17, 2023**, and is recorded in the office of the County Clerk of **Dallas County, Texas**, in/under **2023-202300032583, Official Public Records of Dallas County, Texas**. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including but not limited to the promissory note in the original principal amount of **\$280,000.00**, executed by **Craig Benjamin, Metro Financial and Investment Services, Inc.**, and payable to the order of **Housemax Funding, LLC**, a Texas Limited Liability Company.

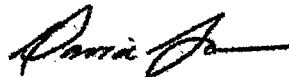
**Original Mortgagee: Housemax Funding, LLC, a Texas Limited Liability Company.**

**Current Mortgagee of Record: Tryon Street Acquisition Trust I** whose address is **55 Beattie Place, Suite 100, Greenville, SC 29601-2743**.

6. Default and Request To Act. Default has occurred under the deed of trust, and the beneficiary has requested me, as Substitute Trustee, to conduct this public sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.
7. **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.**

Sent by: Clare V. Cougill  
Robertson Anschutz Vettors, LLC  
10375 Richmond Avenue, Suite 200  
Houston, TX 77042

DATED July 14, 2025.



**David Garvin, Jeff Benton, Brandy Bacon, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Jamie Dworsky, Angela Cooper, Kelly Goddard,**  
Substitute Trustee  
c/o Robertson Anschutz Vettors, LLC  
10375 Richmond Avenue, Suite 200  
Houston, TX 77042  
Phone: (713) 244-1360

**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.**

**EXHIBIT "A"**  
**LEGAL PROPERTY DESCRIPTION**

Being a Part of Lots 16 and 17, Block 14/865, of Graves Heights Addition, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 181, Page 450, Map Records of Dallas County, Texas and being described as follows:

Beginning at a point in the Northeast line of Bourbon Street and in the Southwest line of Lot 16, which point is 30 feet Southeasterly along said line from the West corner of said Lot 16;

Thence Northeasterly parallel with the Northwest line of said Lot 16, a distance of 105 feet and 5 inches to a point for corner;

Thence Southeasterly parallel with the Southwest line of said Lots 16 and 17, a distance of 30 feet to a point for corner;

Thence Southwesterly parallel with the Northwest line of said Lot 17, a distance of 104 feet 9 inches to a point for corner in the Southwest line of said Lot 17;

Thence Northwesterly along the Southwest line of Lots 16 and 17, a distance of 30 feet to the Place of Beginning.

SAVE and EXCEPT therefrom the following described property;

Being 110 square feet of land more or less, out of and part of Lot 16, Block No. 14, of Graves Heights Addition to the City of Dallas, according to the plat thereof recorded in Volume 181, Page 450, Deed Records, Dallas County, Texas; said 100 square feet of land being out of that part of Lot 16 conveyed to A.J. Jordan by Deed recorded in Volume 2783, Page 351, Deed Records, Dallas County, Texas; and said 110 Square feet of land out of Lot 16, being more particularly described as follows:

Beginning in the existing Northeast line of Bourbon Street at the West corner of the Tract of land conveyed to said Jordan by the above mentioned deed, said corner West being 105.4 feet South 53 deg. 39 min. West from the North corner of said Jordan Tract of land;

Thence North 53 deg. 38 min. East along the Northwest line of said Jordan tract of land for a distance of 11.0 feet;

Thence South 07 deg. 33 min. 18 sec. East a distance of 22.82 feet to a point in the Northeast line of Bourbon Street;

Thence North 36 deg. 22 min. West along the Northeast line of Bourbon Street for a distance of 20.0 feet to the Place of Beginning and containing 110 square feet of land more or less.

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

2025 JUL 15 PM 12:07

STATE OF TEXAS \*

KNOW ALL MEN BY THESE PRESENT

COUNTY OF DALLAS \*

JOHN E. WARREN  
DALLAS COUNTY  
BY \_\_\_\_\_ DEPUTY

WHEREAS, by Deed of Trust, dated **AUGUST 30, 2024**, filed for record with the County Clerk of **DALLAS** County, Texas, File #**202400177860** of the Deed Records of **DALLAS** County, Texas, executed by **F.A.N. 1 RE HOLDINGS LLC**, to **CARRIE WAIBEL OR BRANDON KOONSMAN**, as Trustee, Lender for **FIRST FUNDING REALTY I, LLC**, the property situated in the County of **DALLAS**, Texas, to wit:

**BEING LOT 2, BLOCK H/6264, OF WOODLAND CITY ADDITION, FIRST SECTION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 240, PAGE 2096, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.**

**aka: 531 Gulledge Ln., Dallas, TX 75217.**

(herein the "Property") to secure the one certain Promissory Note therein described in the original principal amount of **\$171,000.00** executed by **F.A.N. 1 RE HOLDINGS LLC**, and made payable to **First Funding Realty I, LLC**.

WHEREAS, the undersigned has been appointed as Substitute Trustee in the place and stead of **DAVID GARVIN, JEFF BENTON, BRANDY BACON, MICHELLE SCHWARTZ, GUY WIGGS, DAVID STOCKMAN, DONNA STOCKMAN, JANET PINDER, JAMIE DWORSKY, ANGELA COOPER OR KELLY GODDARD**, as Substitute Trustee, in the aforesaid Deed of Trust said appointment being in the manner authorized by the Deed of Trust; and

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust, and the indebtedness evidenced herein is now wholly due, the owner and holder of said indebtedness has requested the undersigned to sell the property to satisfy the same.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **TUESDAY, 5th day of AUGUST, 2025**, being the first Tuesday of such month, at the county courthouse of **DALLAS County, Texas**, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash; provided that the owner of the indebtedness secured by the Deed of Trust may bid a credit against such indebtedness. The sale will take place at the **DALLAS County Courthouse**, or in the area designated by the

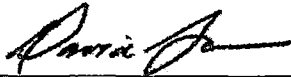
**531 Gulledge Ln., Dallas, TX 75217.**

Commissioners Court of such County, pursuant to 51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if no such place is so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted).

NOTICE IS FURTHER GIVEN that the foreclosure sales will occur between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. I will sell said real estate at the area of the County Courthouse in **DALLAS** County for such sales, to the highest bidder for cash. Said sales will begin at **11:00 o'clock A.M.**, or not later than three (3) hours thereafter.

**"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."**

WITNESS MY HAND this **11th** day of **JULY 2025**.



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David Garvin, Jeff Benton, Brandy Bacon, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Jamie Dworsky, Angela Cooper or Kelly Goddard as Substitute Trustee

FOR INFORMATION CONTACT: 8101 BOAT CLUB ROAD, STE 320  
FORT WORTH, TX 76179

531 Gullledge Ln., Dallas, TX 75217.

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

FILED

2025 JUL 15 PM 12:07

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENT

COUNTY OF DALLAS

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

WHEREAS, by Deed of Trust, dated **DECEMBER 18, 2023**, filed for record with the County Clerk of **DALLAS** County, Texas, File #**202300260210** of the Deed Records of **DALLAS** County, Texas, executed by **MANAHAGA ENTERPRISES INC.**, to **CARRIE WAIBEL** or **ROSIE ROSALES**, as Trustee, Lender for **FIRST FUNDING INVESTMENTS, INC.**, the property situated in the County of **DALLAS**, Texas, to wit:

**LOT 12, IN BLOCK 15/5976, OF THIRD INSTALLMENT OF WYNNEWOOD PARK ADDITION, AN ADDITION TO THE CITY OF DALLAS, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 16, PAGE 53-54 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.**  
**aka: 3160 O'Bannon Dr., Dallas, TX 75224.**

(herein the "Property") to secure the one certain Promissory Note therein described in the original principal amount of **\$202,500.00** executed by **MANAHAGA ENTERPRISES INC.**, and made payable to **First Funding Investments, Inc.**;

WHEREAS, the undersigned has been appointed as Substitute Trustee in the place and stead of **DAVID GARVIN, JEFF BENTON, BRANDY BACON, MICHELLE SCHWARTZ, GUY WIGGS, DAVID STOCKMAN, DONNA STOCKMAN, JANET PINDER, JAMIE DWORSKY, ANGELA COOPER OR KELLY GODDARD**, as Substitute Trustee, in the aforesaid Deed of Trust said appointment being in the manner authorized by the Deed of Trust; and

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust, and the indebtedness evidenced herein is now wholly due, the owner and holder of said indebtedness has requested the undersigned to sell the property to satisfy the same.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **TUESDAY, 5th day of AUGUST, 2025**, being the first Tuesday of such month, at the

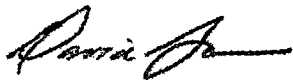
**3160 O'Bannon Dr., Dallas, TX 75224**

county courthouse of **DALLAS County, Texas**, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash; provided that the owner of the indebtedness secured by the Deed of Trust may bid a credit against such indebtedness. The sale will take place at the **DALLAS County Courthouse**, or in the area designated by the Commissioners Court of such County, pursuant to 51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if no such place is so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted).

NOTICE IS FURTHER GIVEN that the foreclosure sales will occur between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. I will sell said real estate at the area of the County Courthouse in **DALLAS County** for such sales, to the highest bidder for cash. Said sales will begin at **11:00 o'clock A.M.**, or not later than three (3) hours thereafter.

**"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."**

WITNESS MY HAND this 11th day of **JULY 2025**.



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David Garvin, Jeff Benton, Brandy Bacon, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Jamie Dworsky, Angela Cooper or Kelly Goddard, as Substitute Trustee

FOR INFORMATION CONTACT: 8101 Boat Club Road, Suite 320  
Fort Worth, TX 76179

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

FILED

2025 JUL 15 PM 12:07

STATE OF TEXAS

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COUNTY OF DALLAS

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KNOW ALL MEN BY THESE PRESENT

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

JOHN F. WARREN

COUNTY CLERK

WHEREAS, by Deed of Trust, dated **JANUARY 2, 2024**, filed for record with the County Clerk of **DALLAS** County, Texas, File #**202400022849** of the Deed Records of **DALLAS** County, Texas, executed by **MANAHAGA ENTERPRISES INC.**, to **CARRIE WAIBEL** or **ROSIE ROSALES**, as Trustee, Lender for **FIRST FUNDING INVESTMENTS, INC.**, the property situated in the County of **DALLAS**, Texas, to wit:

**LOT 10, BLOCK I/4239, OF THE HIGHLANDS ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACORDING TO THE MAP THEREOF RECORDED IN VOLUME 2, PAGE 347, MAP RECORDS OF DALLAS COUNTY, TEXAS.**

**aka: 1546 Southerland Ave., Dallas, TX 75203.**

(herein the "Property") to secure the one certain Promissory Note therein described in the original principal amount of **\$171,000.00** executed by **MANAHAGA ENTERPRISES INC.**, and made payable to **First Funding Investments, Inc.**;

WHEREAS, the undersigned has been appointed as Substitute Trustee in the place and stead of **DAVID GARVIN, JEFF BENTON, BRANDY BACON, MICHELLE SCHWARTZ, GUY WIGGS, DAVID STOCKMAN, DONNA STOCKMAN, JANET PINDER, JAMIE DWORSKY, ANGELA COOPER OR KELLY GODDARD**, as Substitute Trustee, in the aforesaid Deed of Trust said appointment being in the manner authorized by the Deed of Trust; and

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust, and the indebtedness evidenced herein is now wholly due, the owner and holder of said indebtedness has requested the undersigned to sell the property to satisfy the same.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **TUESDAY, 5th day of AUGUST 2025**, being the first Tuesday of such month, at the

**1546 Southerland Ave. Dallas, TX 75203**

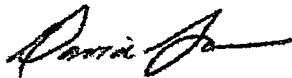


county courthouse of **DALLAS County, Texas**, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash; provided that the owner of the indebtedness secured by the Deed of Trust may bid a credit against such indebtedness. The sale will take place at the **DALLAS County Courthouse**, or in the area designated by the Commissioners Court of such County, pursuant to 51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if no such place is so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted).

NOTICE IS FURTHER GIVEN that the foreclosure sales will occur between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. I will sell said real estate at the area of the County Courthouse in **DALLAS County** for such sales, to the highest bidder for cash. Said sales will begin at **11:00 o'clock A.M.**, or not later than three (3) hours thereafter.

**"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."**

WITNESS MY HAND this 11th day of **JULY 2025**.



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David Garvin, Jeff Benton, Brandy Bacon, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Jamie Dworsky, Angela Cooper or Kelly Goddard, as Substitute Trustee

FOR INFORMATION CONTACT: 8101 Boat Club Road, Suite 320  
Fort Worth, TX 76179

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

2025 JUL 15 PM 12:07

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS

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COUNTY OF DALLAS

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JOHNNIE WARREN  
CLERK  
DALLAS COUNTY  
BY \_\_\_\_\_ DEPUTY

WHEREAS, by Deed of Trust, dated **NOVEMBER 19, 2024**, filed for record with the County Clerk of **DALLAS** County, Texas, File #**202400239244** of the Deed Records of **DALLAS** County, Texas, executed by **F.A.N. 1 RE HOLDINGS LLC**, to **CARRIE WAIBEL OR ROSIE ROSALES**, as Trustee, Lender for **FIRST FUNDING INVESTMENTS, INC.**, the property situated in the County of **DALLAS**, Texas, to wit:

**BEING LOT 9, BLOCK A/8261 OF THIRD INSTALLMENT AND REVISION OF SECOND INSTALLMENT OF COLLEGE PARK ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 70082, PAGE 197, MAP RECORDS, DALLAS COUNTY, TEXAS.**

**aka: 4146 Tioga St., Dallas, TX 75241.**

(herein the "Property") to secure the one certain Promissory Note therein described in the original principal amount of **\$185,400.00** executed by **F.A.N 1 RE HOLDINGS LLC**, and made payable to **First Funding Investments, Inc.**;

WHEREAS, the undersigned has been appointed as Substitute Trustee in the place and stead of **DAVID GARVIN, JEFF BENTON, BRANDY BACON, MICHELLE SCHWARTZ, GUY WIGGS, DAVID STOCKMAN, DONNA STOCKMAN, JANET PINDER, JAMIE DWORSKY, ANGELA COOPER OR KELLY GODDARD**, as Substitute Trustee, in the aforesaid Deed of Trust said appointment being in the manner authorized by the Deed of Trust; and

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust, and the indebtedness evidenced herein is now wholly due, the owner and holder of said indebtedness has requested the undersigned to sell the property to satisfy the same.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **TUESDAY, 5th day of AUGUST, 2025**, being the first Tuesday of such month, at the county courthouse of **DALLAS County, Texas**, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash; provided that the owner of the indebtedness secured by the Deed of Trust may bid a credit against such indebtedness. The sale will

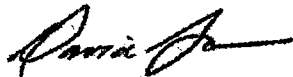
**4146 Tioga St. Dallas. TX 75241.**

take place at the **DALLAS County Courthouse**, or in the area designated by the Commissioners Court of such County, pursuant to 51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if no such place is so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted).

NOTICE IS FURTHER GIVEN that the foreclosure sales will occur between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. I will sell said real estate at the area of the County Courthouse in **DALLAS** County for such sales, to the highest bidder for cash. Said sales will begin at **11:00 o'clock A.M.**, or not later than three (3) hours thereafter.

**"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."**

WITNESS MY HAND this 11th day of JULY 2025.



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David Garvin, Jeff Benton, Brandy Bacon, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Jamie Dworsky, Angela Cooper or Kelly Goddard as Substitute Trustee

FOR INFORMATION CONTACT: 8101 BOAT CLUB ROAD, STE 320  
FORT WORTH, TX 76179

4146 Tioga St., Dallas, TX 75241.

A&M/Powell/19780

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

DATE: July 14, 2025

NOTE:

DATE: August 25, 2020  
AMOUNT: \$100,800.00  
MAKER: James Otis Powell  
PAYEE: ForexBoxUSD, LLC

DEED OF TRUST:

DATE: August 25, 2020  
GRANTOR: James Otis Powell  
BENEFICIARY: ForexBoxUSD, LLC  
COUNTY WHERE PROPERTY IS LOCATED: Dallas  
TRUSTEE: Celeste Rondinaro  
RECORDING INFORMATION: Document No. 2020-202000231993, Official Public  
Records of Dallas County, Texas

PROPERTY: Lot 22, Block 3/5852, of Lisbon Heights Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 5, Page 131, of the Map Records of Dallas County, Texas.

Personal Property: The property constituting personal property located in or on and used in the enjoyment of the Property.

LENDER/HOLDER NOW: A & M Heritage Holdings, Ltd., dba A & M Investment

BORROWER/DEBTOR NOW: James Otis Powell

SUBSTITUTE TRUSTEE: David Garvin or Jeff Benton or Brandy Bacon or Michelle Schwartz or Guy Wiggs or David Stockman or Donna Stockman or Janet Pinder or Jamie Dworsky or Angela Cooper or Kelly Goddard

SUBSTITUTE TRUSTEE'S MAILING ADDRESS: 8101 Boat Club Road, # 320, Fort Worth, TX 76179

DATE AND TIME OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:

August 5, 2025, being the first Tuesday of the month, to commence at 11:00 a.m., or within three hours thereafter.

FILED  
2025 JUL 15 PM 12:07  
JOHN E. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY \_\_\_\_\_ DEPUTY

**PLACE OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:**

"In the area designated by the Commissioners Court of such County, pursuant to § 51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if no such place is so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted).

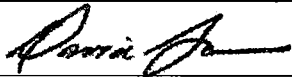
Default has occurred in the payment of the Note and in performance of the obligations of the Deed of Trust which secures the Note. Because of such default, Lender, the holder of the Note, has requested Substitute Trustee to sell the Property. Notice is given that before the sale the Beneficiary may appoint another person Substitute Trustee to conduct the sale.

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 9.501(d) of the Texas Business and Commerce Code (Texas UCC).

Therefore, notice is given that on the Date and Time of Substitute Trustee's Sale of Property and at the Place of Substitute Trustee's Sale of Property, I, Substitute Trustee, will sell the Property at public auction, by public sale, to the highest bidder for cash, "AS IS," or other form of payment acceptable to Substitute Trustee, in accordance with the Deed of Trust. THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE FOR THE PERSONAL PROPERTY IN THIS DISPOSITION.

**ARMED SERVICES NOTICE EFFECTIVE SEPTEMBER 1, 2011**

**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.**



David Garvin or Jeff Benton or Brandy Bacon  
or Michelle Schwartz or Guy Wiggs or  
David Stockman or Donna Stockman or  
Janet Pinder or Jamie Dworsky or Angela Cooper  
or Kelly Goddard, Substitute Trustee

**NOTICE OF FORECLOSURE SALE**

2025 JUL 15 PM 12:07

Notice is hereby given of a public non-judicial foreclosure sale.

JOHN E. WARREN  
COUNTY CLERK  
DALLAS COUNTY.

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

Date: August 5, 2025

Time: The sale shall begin no earlier than 10:00 AM or no later than three hours thereafter. The sale shall be completed by no later than 4:00 P.M.

Place: DALLAS County, on the north side of the George Allen Courts Building, facing Commerce Street below the overhang in Dallas, Texas, or at the location and address designated by the Commissioners Court of said county, pursuant to 51.002 of the Texas Property Code as the location and address where the sale is to be held. The sale shall take place in the area designated by the Commissioners Court, pursuant to Section 51.002 of the Texas Property Code, as the place where 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.

3. Terms of Sale: The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale. Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold. If a purchaser desires to pay with cashier's checks, 100% of funds due at time of sale made payable to the bidder or Auction.com. The purchase price in a sale held by the undersigned herein is payable immediately on acceptance of the bid by the undersigned trustee or substitute trustee. 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. 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. 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 51.0075(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. If the Foreclosure Sale is passed, 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.

4. The Deed of Trust may encumber both real and personal property. Notice is hereby given of Holder's election to proceed against and sell both 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.

5. Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the property.

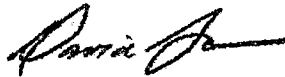
Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

6. Type of Sale. The sale is a non-judicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust/Security Instrument ("Deed of Trust") executed by Joe Gonzales & Ellen Patrice Gonzales ("Debtor"). Said Deed of Trust secures a Promissory Note/Loan Agreement, and any renewals, extensions or modifications thereof, dated September 12, 2012 and executed by Debtor in the Original Principal Amount of \$71,858.00. The current beneficiary of the Deed of Trust is U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Trust, Series 2021 Cottage-TT-V, 8950 Cypress Waters Blvd., Coppell, TX 75019-0000. The Deed of Trust is dated September 12, 2012, designating Netco, Inc., as the Original Trustee and is recorded in the office of the County Clerk of DALLAS County, Texas, under Instrument No. 201200299219, of the Real Property Records of DALLAS County, Texas. The foreclosure of this mortgage is being administered by a mortgage servicer representing the mortgagee under a servicing agreement. Questions concerning the sale may be directed to the undersigned, Richard E. Anderson, 4920 Westport Drive, The Colony, Texas 75056, who sent this notice, or to the mortgage servicer, Nationstar Mortgage, 8950 Cypress Waters Blvd., Coppell, TX 75019-0000.

7. Default and Request To Act. Default has occurred under the deed of trust, and the beneficiary has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

8. **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.**

DATED July 15, 2025



Auction.com, David Garvin, Jeff Benton, Brandy Bacon, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Jamie Dworsky, Angela Copper, Kelly Goddard, Richard E. Anderson, Ray Vela or Cesar DeLaGarza  
4920 Westport Drive  
The Colony, Texas 75056  
214.276.1545 - telephone  
214.276.1546 - facsimile  
Substitute Trustees

**Exhibit A**  
**Legal Description**

Being a part of Lot 32, Block HH/6127 of The Lomax Addition, an Addition to the City of Dallas, Dallas County, Texas, as recorded in Volume 86201, Page 4342 of the Map Records of Dallas County, Texas, and being the same tract of land conveyed to Linda Gail Pineda recorded in Volume 88038, Page 1473 of the Deed Records of Dallas County, Texas, and more particularly described by metes and bounds as follows:

**BEGINNING** at a 1/2 inch iron rod found at the Northwest corner of said Lot 32, and the Southeast corner of Lot 31, Block HH/6127 of said Lomax Addition, said corner also lying in the Southeast line of Berridge Lane (50 foot right-of-way);

**THENCE** South 74 degrees 08 minutes 36 seconds East, along the South line of said Lot 31, a distance of 220.00 feet to a 5/8 inch iron rod set for corner, said corner being at the Southeast corner of said Lot 31, and lying in the Northwest line of a 15.00 foot alley;

**THENCE** South 16 degrees 25 minutes 42 seconds West, along the Northwest line of said 16.00 foot alley, a distance of 30.00 feet to a 5/8 inch iron rod set for corner;

**THENCE** North 74 degrees 10 minutes 06 seconds West, a distance of 120.00 feet to a 1/2 inch iron rod found for corner, said corner lying in the Southeast line of said Berridge Lane;

**THENCE** North 15 degrees 15 minutes 42 seconds East along the Southeast line of said Berridge lane, a distance of 30.00 feet to the Point of Beginning, and containing 3,607.06 square feet or 0.0828 acres of land, more or less.

Commonly known as: 4912 Berridge Lane, Dallas, TX 75227

Parcel Number: 06-6127H-H00-032-0000



**NOTICE OF FORECLOSURE SALE**

Notice is hereby given of a public non-judicial foreclosure sale.

2025 JUL 15 PM 12:06

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

LOT 27, BLOCK A/420, SOUTHSIDE PLACE ADDITION NO. 3, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN CC #201600144498, MAP RECORDS OF DALLAS COUNTY, TEXAS

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

Date: August 5, 2025

Time: The sale shall begin no earlier than 11:00 AM or no later than three hours thereafter. The sale shall be completed by no later than 4:00 PM.

Place: DALLAS County, on the north side of the George Allen Courts Building facing Commerce Street below the overhang, Dallas, TX, or at the location and address designated by the Commissioners Court of said county, pursuant to 51.002 of the Texas Property Code as the location and address where the sale is to be held. The sale shall take place in the area designated by the Commissioners Court, pursuant to Section 51.002 of the Texas Property Code, as the place where 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.

3. Terms of Sale: The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale. Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold. If a purchaser desires to pay with cashier's checks, they should be made payable to Anderson Vela, L.L.P. or endorsed in accordance with the instructions by the Trustee. The purchase price in a sale held by the undersigned herein is payable immediately on acceptance of the bid by the undersigned trustee or substitute trustee. 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. 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. 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 51.0075(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. If the Foreclosure Sale is passed, 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.

4. The Deed of Trust may encumber both real and personal property. Notice is hereby given of Holder's election to proceed against and sell both 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.

5. Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the property.

Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable

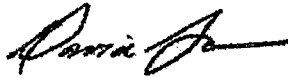
conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

6. Type of Sale. The sale is a non-judicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust/Security Instrument ("Deed of Trust") executed by Eric Alexander Dalton ("Debtor"). Said Deed of Trust secures a Promissory Note/Loan Agreement, and any renewals, extensions or modifications thereof, dated January 28, 2021 and executed by Debtor in the Original Principal Amount of \$444,000.00. The current beneficiary of the Deed of Trust is U.S. Bank Trust National Association, as Trustee of Igloo Series V Trust, 323 5th Street, Eureka, CA 95501. The Deed of Trust is dated January 28, 2021, designating Michael Burns as the Original Trustee and is recorded in the office of the County Clerk of DALLAS County, Texas, under Instrument No. 2021-202100033529, of the Real Property Records of DALLAS County, Texas. The foreclosure of this mortgage is being administered by a mortgage servicer representing the mortgagee under a servicing agreement. Questions concerning the sale may be directed to the undersigned, Richard E. Anderson, 4920 Westport Drive, The Colony, Texas 75056, who sent this notice, or to the mortgage servicer, SN Servicing Corporation, 323 5th Street, Eureka, CA 95501.

7. Default and Request To Act. Default has occurred under the deed of trust, and the beneficiary has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

8. **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.**

DATED July 15, 2025



David Garvin, Jeff Benton, Brandy Bacon, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Jamie Dworsky, Angela Cooper, Kelly Goddard, Richard E. Anderson, Ray Vela, or Cesar DelaGarza

4920 Westport Drive  
The Colony, Texas 75056  
214.276.1545 - telephone  
214.276.1546 - facsimile  
Substitute Trustees

FILED

2025 JUL 14 PM 12:49

112 SOUTH WINNETKA AVENUE  
DALLAS, TX 75208

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

00000010501732

**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: August 05, 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 23, 2023 and recorded in Document INSTRUMENT NO. 2023-202300125393 real property records of DALLAS County, Texas, with RONE CARLINO AND ROSELLE CARLINO, SPOUSES, MARRIED TO EACHOTHER, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS BENEFICIARY, AS NOMINEE FOR CITADEL SERVICING CORPORATION DBA ACRA LENDING., ITS SUCCESSORS AND ASSIGNS., mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by RONE CARLINO AND ROSELLE CARLINO, SPOUSES, MARRIED TO EACHOTHER, securing the payment of the indebtednesses in the original principal amount of \$376,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. CITIBANK, N.A., NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS OWNER TRUSTEE OF BRAVO RESIDENTIAL FUNDING TRUST 2023-NQM6 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. SERVICEMAC LLC, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o SERVICEMAC LLC  
9726 OLD BAILES RD., SUITE 200  
FORT MILL, SC 29707-7882

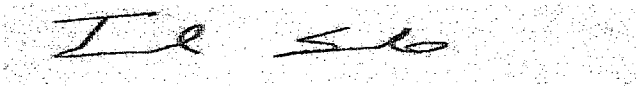


112 SOUTH WINNETKA AVENUE  
DALLAS, TX 75208

00000010501732

**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 hereby remove the original trustee and all successor substitute trustees and appoints in their stead 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 7/14/25 I filed at the office of the DALLAS County Clerk and caused to be posted at the DALLAS County courthouse this notice of sale.



Declarants Name: Donna Stockman

Date: 7/14/25

112 SOUTH WINNETKA AVENUE  
DALLAS, TX 75208

00000010501732

00000010501732

DALLAS

**EXHIBIT "A"**

BEING LOT 4, IN BLOCK 35/3282, OF WINNETKA HEIGHTS ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 1, PAGE 194, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

FILED

2025 JUL 14 AM 11:45

**NOTICE OF TRUSTEE'S SALE**

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY M4 DEPUTY

**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 is hereby given that a public sale at auction of the Property (as that term is defined and described below) will be held at the date, time, and place specified in this notice.

**DATE OF SALE:** Tuesday, the 5th day of August, 2025.

**TIME OF SALE:** Between the hours of 10:00 a.m. and 4:00 p.m. The earliest time at which the sale will commence is 10:00 a.m., and the sale will commence no later than 12:59 p.m.

**PLACE OF SALE:** George Allen Courts Building, 600 Commerce Street, Dallas, Texas 75202, at the area at the George Allen Courts Building designated by the Commissioner's Court, Dallas County, Texas, where the foreclosures are to take place, such area is on the North Side of the Building facing 600 Commerce Street below the overhang.

**INFORMATION REGARDING THE LIEN THAT IS THE SUBJECT OF THIS SALE:**

**NAME OF DOCUMENT:** Declaration of Condominium Regime and Master Deed for 2220 Canton Loft Condominiums, recorded under Volume 95009, Page 2133 in the Official Public Records of Dallas County, Texas, (the "Declaration"). The real property encumbered by the Assessment Lien granted under the Declaration is described on Exhibit "A" attached hereto and made a part hereof for all purposes together with all and singular the rights, appurtenances, improvements and fixtures thereto (collectively, the "Property").

**INDEBTEDNESS SECURED:** Pursuant to the *Declaration of Condominium Regime and Master Deed for 2220 Canton Loft Condominiums*, recorded under Volume 95009, Page 2133 in the Official Public Records of Dallas County, Texas, (the "Declaration"), 2220 Canton Loft Condominiums Association, Inc. (the "Association") is authorized to impose maintenance assessments upon the Property to meet the common expenses associated with the improvement, maintenance, operation, administration, and preservation of 2220 Canton Loft Condominiums Association, Inc. (the "Assessments") and has an express contractual lien on the Property to secure the payment of any due but unpaid Assessments owed by the owner of the Property.

**APPOINTMENT OF TRUSTEE:**

NAME OF DOCUMENT: Appointment of Trustee

DATE: April 10, 2025.

NAME OF TRUSTEE: Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or John Brillian, Grant Neidenfeuhr, and/or Matthew Kirby, 4301 Westbank Drive, Building A, Suite 150, Austin, Texas 78746.

The Property is a condominium unit in 2220 Canton Loft Condominiums (the "Project") and is subject to the Declaration of Condominium Regime and Master Deed for 2220 Canton Loft Condominiums, (the "Declaration").

**Reginald J. Newsome** ("Debtor") is the owner of the Property pursuant to a General Warranty Deed (Cash Deed) recorded at Document No. 201300363037, Official Public Records, Dallas County, Texas;

The Declaration establishes 2220 Canton Loft Condominiums Association, Inc. (the "Association"), an association as that term is used in the Texas Uniform Condominium Act, to manage and administer the affairs of the Project and authorizes the Association to impose maintenance assessments upon all owners of the condominium units in the Project to meet the common expenses associated with the improvement, maintenance, operation, administration, and preservation of the Project (the "Assessments");

The Declaration and/or the Texas Uniform Condominium Act creates an express contractual lien on each condominium unit in the Project to secure the payment of any due but unpaid Assessments owed by any unit owner (the "Lien") and authorizes the Association to enforce such Lien through nonjudicial foreclosure;

The Declaration and/or the Texas Uniform Condominium Act provides that by accepting a deed to his or her condominium unit, such owner shall be deemed to have expressly granted to the Association a power of sale upon his or her unit to secure payment of the Assessments thereafter imposed upon such owner and without other formality than executing an instrument in writing, the Association shall have the right to appoint a successor or trustee to exercise the power of sale;

Debtor has failed to pay the Assessments imposed by the Association;

The Association has requested that Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or John Brillian, and/or Grant Neidenfeuhr, and/or Matthew Kirby, act as trustee pursuant to the Appointment of Trustee, sell the Property, and apply the proceeds of such sale in accordance with the provisions of the Declaration. Pursuant to section 51.009 of the Texas Property Code, the sale of the Property will be AS IS condition, without any express or implied warranties, and subject to any prior encumbrances to title filed of record and/or expressly set forth in the Declaration.


Therefore, at the date, time, and place set forth above, the undersigned, as Trustee, will conduct the sale of the Property as a public auction to the highest bidder for cash pursuant to the

terms of the Declaration, subject to all prior encumbrances (including but not limited to prior liens), easements, restrictive covenants, liens, rights of parties in possession, mineral interests and leases, and other matters affecting title to the Property that would be shown by a review of the Official Public Records of Dallas County, Texas, or by an on-the-ground inspection of the Property.

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

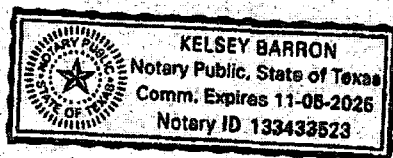
Please be advised that, pursuant to Section 3.311 of the Texas Business and Commerce Code, all communications concerning a dispute of this debt, including an instrument tendered as full and final satisfaction of this debt, are to be sent to the undersigned. This firm is a debt collector. Should you wish to obtain more information regarding your rights as a debtor, please visit: <https://www.consumerfinance.gov/>. Additionally, should you dispute all or any part of the sums set forth above please email [debtverification@caglepugh.com](mailto:debtverification@caglepugh.com).

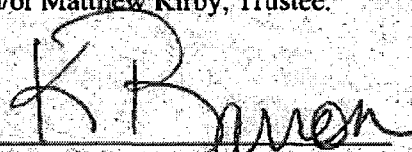
IN WITNESS WHEREOF, this Notice of Trustee's Sale has been executed on this the 8<sup>th</sup> day of July, 2025.

  
Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or John Brillian, and/or Grant Neidenfeuhr, and/or Matthew Kirby, any to act as trustee

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 8<sup>th</sup> day of July, 2025, by Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or John Brillian, and/or Grant Neidenfeuhr, and/or Matthew Kirby, Trustee.



  
Notary Public Signature

**NAME AND ADDRESS OF TRUSTEE:**

Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or John Brillian, and/or Grant Neidenfeuhr, and/or Matthew Kirby, any to act as trustee

CAGLE PUGH  
4301 Westbank Drive, Building A, Suite 150,  
Austin, Texas 78746



**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

**ADDRESS: 2220 CANTON STREET, UNIT 211, DALLAS, TEXAS 75201.**

**UNIT NO. 211, AND ITS APPURTENANT UNDIVIDED INTEREST IN AND TO THE GENERAL AND LIMITED COMMON ELEMENTS OF 2220 CANTON LOFTS CONDOMINIUMS, A CONDOMINIUM REGIME SITUATED IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE DECLARATION RECORDED IN VOLUME 95009, PAGE 2133, CONDOMINIUM RECORDS, DALLAS COUNTY, TEXAS, AND FIRST AMENDMENT RECORDED IN VOLUME 95153, PAGE 1420, CONDOMINIUM RECORDS, DALLAS COUNTY, TEXAS.**

FILED

2025 JUL 14 AM 11:45

**NOTICE OF TRUSTEE'S SALE**

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF DALLAS   §

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY MY DEPUTY

**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 is hereby given that a public sale at auction of the Property (as that term is defined and described below) will be held at the date, time, and place specified in this notice:

**DATE OF SALE:**   Tuesday, the 5th day of August, 2025.

**TIME OF SALE:**   Between the hours of 10:00 a.m. and 4:00 p.m. The earliest time at which the sale will commence is 10:00 a.m., and the sale will commence no later than 12:59 p.m.

**PLACE OF SALE:**   George Allen Courts Building, 600 Commerce Street, Dallas, Texas 75202, at the area at the George Allen Courts Building designated by the Commissioner's Court, Dallas County, Texas, where the foreclosures are to take place, such area is on the North Side of the Building facing 600 Commerce Street below the overhang.

**INFORMATION REGARDING THE LIEN THAT IS THE SUBJECT OF THIS SALE:**

**NAME OF DOCUMENT:** Declaration of Ross Ave Heights Condominium, recorded under Document No. 201700133407 in the Official Public Records of Dallas County, Texas, (the "Declaration"). The real property encumbered by the Assessment Lien granted under the Declaration is described on Exhibit "A" attached hereto and made a part hereof for all purposes together with all and singular the rights, appurtenances, improvements and fixtures thereto (collectively, the "Property").

**INDEBTEDNESS SECURED:** Pursuant to the *Declaration of Ross Ave Heights Condominium*, recorded under Document No. 201700133407 in the Official Public Records of Dallas County, Texas, (the "Declaration"), Ross Ave Heights Condominium Association, Inc. (the "Association") is authorized to impose maintenance assessments upon the Property to meet the common expenses associated with the improvement, maintenance, operation, administration, and preservation of Ross Ave Heights Condominium Association, Inc. (the "Assessments") and has an express contractual lien on the Property to secure the payment of any due but unpaid Assessments owed by the owner of the Property.

**APPOINTMENT OF TRUSTEE:**

NAME OF DOCUMENT: Appointment of Trustee

DATE: July 7, 2025.

NAME OF TRUSTEE: Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or John Brillian, and/or Jameson Joyce, Grant Neidenfeuhr, and/or Matthew Kirby, 4301 Westbank Drive, Building A, Suite 150, Austin, Texas 78746.

The Property is a condominium unit in Ross Ave Heights Condominium Association, Inc. (the "Project") and is subject to the Declaration of Ross Ave Heights Condominium, (the "Declaration").

**Jeremy F. Pinckney, Esq., as Trustee of The Forever Prosper Revocable Living Trust** ("Debtor") is the owner of the Property pursuant to a Special Warranty Deed with Vendor's Lien recorded at Document No. 201900245214, Official Public Records, Dallas County, Texas;

The Declaration establishes Ross Ave Heights Condominium Association, Inc. (the "Association"), an association as that term is used in the Texas Uniform Condominium Act, to manage and administer the affairs of the Project and authorizes the Association to impose maintenance assessments upon all owners of the condominium units in the Project to meet the common expenses associated with the improvement, maintenance, operation, administration, and preservation of the Project (the "Assessments");

The Declaration and/or the Texas Uniform Condominium Act creates an express contractual lien on each condominium unit in the Project to secure the payment of any due but unpaid Assessments owed by any unit owner (the "Lien") and authorizes the Association to enforce such Lien through nonjudicial foreclosure;

The Declaration and/or the Texas Uniform Condominium Act provides that by accepting a deed to his or her condominium unit, such owner shall be deemed to have expressly granted to the Association a power of sale upon his or her unit to secure payment of the Assessments thereafter imposed upon such owner and without other formality than executing an instrument in writing, the Association shall have the right to appoint a successor or trustee to exercise the power of sale;

Debtor has failed to pay the Assessments imposed by the Association;

The Association has requested that Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Kathleen Kilanowski, and/or Greg Garza, and/or John Brillian, and/or Jameson Joyce, and/or Grant Neidenfeuhr, and/or Matthew Kirby, act as trustee pursuant to the Appointment of Trustee, sell the Property, and apply the proceeds of such sale in accordance with the provisions of the Declaration. Pursuant to section 51.009 of the Texas Property Code, the sale of the Property will be AS IS condition, without any express or implied warranties, and subject to any prior encumbrances to title filed of record and/or expressly set forth in the Declaration.

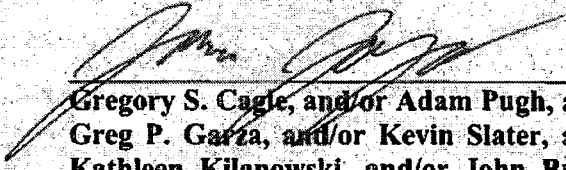
Therefore, at the date, time, and place set forth above, the undersigned, as Trustee, will conduct the sale of the Property as a public auction to the highest bidder for cash pursuant to the

terms of the Declaration, subject to all prior encumbrances (including but not limited to prior liens), easements, restrictive covenants, liens, rights of parties in possession, mineral interests and leases, and other matters affecting title to the Property that would be shown by a review of the Official Public Records of Dallas County, Texas, or by an on-the-ground inspection of the Property.

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

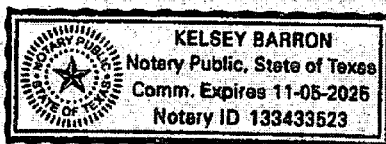
Please be advised that, pursuant to Section 3.311 of the Texas Business and Commerce Code, all communications concerning a dispute of this debt, including an instrument tendered as full and final satisfaction of this debt, are to be sent to the undersigned. This firm is a debt collector. Should you wish to obtain more information regarding your rights as a debtor, please visit: <https://www.consumerfinance.gov/>. Additionally, should you dispute all or any part of the sums set forth above please email [debtverification@caglepugh.com](mailto:debtverification@caglepugh.com).

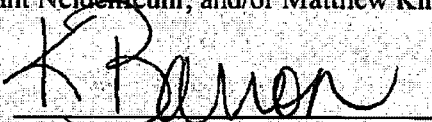
IN WITNESS WHEREOF, this Notice of Trustee's Sale has been executed on this the 8<sup>th</sup> day of July, 2025.

  
Gregory S. Cagle, and/or Adam Pugh, and/or  
Greg P. Garza, and/or Kevin Slater, and/or  
Kathleen Kilanowski, and/or John Brillian,  
and/or Jameson Joyce, and/or Grant  
Neidenfeuhr, and/or Matthew Kirby, any to  
act as Trustee

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 8<sup>th</sup> day of July, 2025, by Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or John Brillian, and/or Jameson Joyce, Grant Neidenfeuhr, and/or Matthew Kirby, Trustee.



  
Notary Public Signature

**NAME AND ADDRESS OF TRUSTEE:**

Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or John Brillian, and/or Jameson Joyce, Grant Neidenfeuhr, and/or Matthew Kirby, any to act as trustee

CAGLE PUGH

4301 Westbank Drive, Building A, Suite 150,  
Austin, Texas 78746

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

**ADDRESS: 3200 ROSS AVENUE, UNIT 34, DALLAS, TEXAS 75204.**

**UNIT NO(S). 34, BUILDING 5 OF ROSS AVE HEIGHTS, A CONDOMINIUM IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS ACCORDING TO THE DECLARATION FILED JANUARY 31, 2017, AND RECORDED IN DOCUMENT 201700028981 AS AMENDED, CONDOMINIUM RECORDS OF DALLAS COUNTY, TEXAS.**

FILED

2025 JUL 14 AM 10:01

TRUSTEE'S NOTICE OF SALE

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

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

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF DALLAS

§

WHEREAS, On August 6, 2024, ZSFM Enterprises LLC executed and delivered a certain Deed of Trust (hereinafter "Deed of Trust") conveying to John Davenport, Trustee, the real estate hereinafter described to secure Ceasons Holdings, LLC in the payment of the debt described in said Deed of Trust and filed for record in the Real Property Records of Dallas County, Texas, under Clerk's File No. 202400158857; and

WHEREAS, there has been a default in the payment of the note described in said Deed of Trust; and Ceasons Holdings, LLC, the Note has been accelerated, and the beneficiary and owner of the aforesaid note, has requested that I enforce the sale provisions of the Deed of Trust;

NOW, THEREFORE, I, John Davenport, Trustee, whose address is 16818 Dallas Parkway, Dallas, Texas 75248, hereby give notice that I will, after due posting and filing of this notice as required by such Deed of Trust and the law, sell at the public venue to the highest bidder or bidders, for cash or cashier's check in form and substance acceptable to me at the base of the courthouse steps on the north side of the George Allen Courts Building facing Commerce Street below the overhang at 600 Commerce St, Dallas, Texas, the area designated in Dallas County by the Dallas County Commissioners as the place in which to hold real property foreclosures sales in Dallas County, the county in which said property is located, between 1:00 p.m. and 4:00 p.m. on **Tuesday, August 5, 2025**, the real property so described in and covered by the aforesaid Deed of Trust and more particularly described as follows, to-wit:

Being Lot 10, in Block "E"/6450, of Bradford Estates No. 5, an Addition to the City of Dallas, Dallas, County, Texas according to the Map thereof recorded in Volume 371, Page 1225, of the Map Records of Dallas County, Texas located at 3022 Kinkaid, Dallas, Texas.

together with: (i) all buildings, structures and other improvements now or hereafter situated on the foregoing described real property, (ii) all fixtures, equipment, apparatus, appliances, furniture, furnishings and other items now or hereafter attached to, installed in or used in connection with the foregoing described real property or improvements or buildings thereon including but not limited to any and all partitions, ducts, shafts, pipes, radiators, conduits, wiring, window screens and shades, drapes, rugs and other floor coverings, motors, engines, boilers, stockers, pumps, dynamos, transformers, generators, fans, blowers, vents, switchboards, compressors, furnaces, cleaning systems, call and sprinkler systems, fire extinguishing apparatus, water system, sewage disposal system, heating, plumbing, laundry, incinerating, air conditioning and air cooling systems, water, gas and electric equipment, and building materials, supplies and construction equipment of all of kinds, all of which property and things are hereby declared to be permanent accessions to the foregoing described real property, (iii) all rights, titles and interests now owned or hereafter acquired by Grantor in and to all easements, streets, roads, highways, and rights-of-way adjacent or contiguous to the foregoing described real property, (iv) all tracts or parcels of land and any interests therein presently owned by Grantor and contiguous to the foregoing described real property, (v) any strips or gores between the Land and

abutting or adjacent properties; (vi) all water and water rights, timber, crops and mineral interests; and (vii) all rights, titles, interests, leases, privileges, hereditaments, appurtenances, estates, reversions and remainders owned or to be owned by Grantor in and to all or any portion of the foregoing described properties (all of the aforesaid being hereinafter sometimes called the "Property").

Lender has elected to proceed with foreclosure as to both personal property, fixtures, and real property in accordance with the rights with respect to real property pursuant to Bus. & Com. Code Section 9.04(a)(2) and (b)(2).

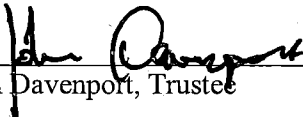
**The earliest the sale will take place is 1:00 p.m.**

If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to return of the funds paid. Purchaser shall have no further recourse against the Trustee, Lender or Lender's attorney.

The sale will be made and the property accepted "AS IS, WHERE IS, WITH ALL FAULTS" subject to all matters of record.

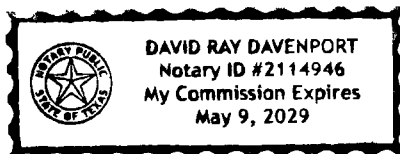
Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the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


Signed this 10<sup>th</sup> day of July, 2025

  
\_\_\_\_\_  
John Davenport, Trustee

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on the 10<sup>th</sup> day of July, 2025, by John Davenport in his capacity as Trustee.



  
\_\_\_\_\_  
Notary Public - State of Texas

FILED

**NOTICE OF FORECLOSURE SALE**

2025 JUL 14 PM 3:02

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

KNOW ALL MEN BY THESE PRESENTS:

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

BY 44 DEPUTY

WHEREAS, TDP DAL LLC, a Florida limited liability company ("Mortgagor"), executed and delivered to John C. Adolph (the "Original Trustee") for the benefit of REVERE TACTICAL OPPORTUNITIES REIT, LLC, a Delaware limited liability company ("Mortgagee"), as Agent for the benefit of REVERE TACTICAL OPPORTUNITIES FUND IV, LP, a Delaware limited partnership, its successors and assigns ("Fund Lender") and REVERE TACTICAL OPPORTUNITIES REIT, LLC, a Delaware limited liability company, its successors and assigns ("REIT Lender", and together with Fund Lender, "Lender") whose street address is 5910 N. Central Expressway, Suite 1600, Dallas, Texas 75206, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as same may have been heretofore assigned, transferred, amended, modified, extended, renewed and/or restated, the "Deed of Trust"), dated May 1, 2024 recorded on May 3, 2024, as Document Number 202400088732, Real Property Records, Dallas County, Texas, to secure payment of those certain term notes from Mortgagor in favor of Lender dated as of the date of the Deed of Trust in the aggregate maximum principal amount of \$9,131,190.00 (collectively, as amended and in effect from time to time, the "Note"), and all other indebtedness, liabilities, and obligations (collectively, the "Indebtedness") described in the Note, the Term Loan and Security Agreement dated of even date with the Deed of Trust, between Lender and Mortgagor (the "Loan Agreement"), the Deed of Trust and all other documents evidencing, securing or governing the Indebtedness (collectively, the "Loan Documents"); and

WHEREAS, to secure the Indebtedness, the Deed of Trust created a lien on, among other things, certain land (the "Land") situated in Dallas County, Texas, as more particularly described on Exhibit A hereto, and a lien and security interest in certain other collateral located on or related to the Land as more particularly described on Exhibit B hereto (collectively, the "Other Collateral") (the Land and the Other Collateral being herein collectively called the "Mortgaged Property"); and

WHEREAS, the Indebtedness has been accelerated and is now wholly due and payable; and

WHEREAS, Mortgagee has made demand upon Mortgagor to pay to Mortgagee the Indebtedness now due, but such Indebtedness has not been paid; and

WHEREAS, pursuant to and in accordance with the authority of Section 51.0075(c) of the Texas Property Code (the "Substitute Trustee Statute") and the Deed of Trust, Mortgagee has appointed JOHN C. ADOLPH, KATHERINE GASSAWAY, BENNETT JOHNSON, GINGER EPSTEIN and SHERRY A. BALDWIN, each with a street address of 500 Winstead Building, 2728 N. Harwood Street, Dallas, Texas 75201, individually and severally, and not jointly (collectively, the "Substitute Trustees" or, severally, a "Substitute Trustee"), each of whom may act alone, without the necessity of the joinder of the other Substitute Trustees, as the substitute



trustee in the place and stead of and to succeed to all of the rights, titles, estates, powers, privileges and authorities granted in the Deed of Trust to the Original Trustee, and any previously appointed substitute trustee(s); and

WHEREAS, Mortgagee, as the current beneficiary under the Deed of Trust, has instructed the Substitute Trustees, or any one of them, acting alone without the necessity of the joinder of the other Substitute Trustees, to post, file and mail, or cause to be posted, filed and mailed, appropriate notice and to sell the Mortgaged Property, to satisfy, in whole or in part, the unpaid Indebtedness; and

WHEREAS, the Mortgaged Property will be sold "as-is" without any expressed or implied warranties, except as to warranties of title, and at the purchaser's own risk (and not as a consumer) pursuant to Section 51.009 of the Texas Property Code, subject to the exception set forth herein.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, August 5, 2025 (the "Foreclosure Date"), no earlier than 10:00 a.m., or no later than three hours after that time, the Substitute Trustees, or any one of them acting alone without the necessity of the joinder of the other Substitute Trustees, will commence the sale of the Mortgaged Property in parcels or as a whole, at public auction to the highest bidder for cash, pursuant to the Deed of Trust and applicable law; such sale will be held at the following designated area, which area was designated by the Commissioner's Court of said County: the area outside on the north side of the George Allen Courts Building, located at 600 Commerce Street, Dallas, Texas 75202, facing Commerce Street below the overhang, or such other area as such Commissioner's Court may designate for the subject sale; SUBJECT, HOWEVER, to all liens, exceptions to title, easements, restrictions, and encumbrances affecting any of the Mortgaged Property or title thereto which have equal or superior priority to the lien and security interest created by the Deed of Trust. The Substitute Trustee's sale will occur between the earliest time to begin the sale as specified above and 4:00 p.m. on the Foreclosure Date.

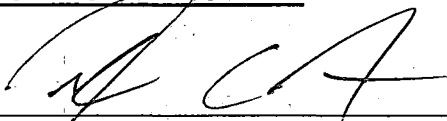
If such sale or sales do not result in full satisfaction of all of the Indebtedness now due, the lien and security interest of the Deed of Trust shall remain in full force and effect in respect of any of the Mortgaged Property not so sold and any and all other types of real and personal property covered by the Deed of Trust and not described herein.

**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving, or within the last nine (9) months have served, 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.**

IN WITNESS WHEREOF, the undersigned Substitute Trustee has signed this notice as of July 14, 2025.

[The remainder of this page is intentionally left blank.]

**SUBSTITUTE TRUSTEE:**

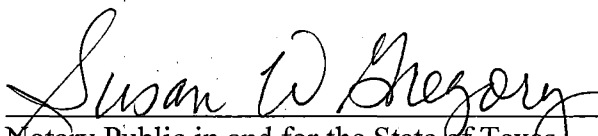
  
Name: John C. Adolph

STATE OF TEXAS     §  
                                  §  
COUNTY OF DALLAS   §

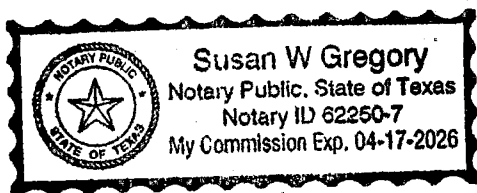
This instrument was ACKNOWLEDGED before me on July 14, 2025, by JOHN C. ADOLPH, in the capacity therein stated.

[S E A L]

My Commission Expires:

  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Printed Name of Notary Public



## EXHIBIT A

### Land

## **CITY OF DALLAS**

### **TRACT 1:**

Lot 2A, Block B/7736 of Forest Plaza Addition, an addition to the City of Dallas as recorded in Volume 95137, Page 1945 of the Deed Records, Dallas County, Texas.

### **TRACT 2:**

Non-exclusive and perpetual easement estate of passing for access purposes created in Reciprocal Grant of Access Easements by and among F.C. Associates, Two Forest Plaza, Ltd., and Forest Plaza Development Company, recorded in Volume 81218, Page 1774, Deed Records, and as amended in Volume 82058, Page 98, Deed Records of Dallas County, Texas, over the following described tract of land:

Being a tract of land situated in the City of Dallas, Dallas County, Texas; and being a part of the M.J. Sanchez Survey, Abstract 1272 and also being a part of Lot 1A, Block B/7736 of Forest Plaza Addition, an addition to the City of Dallas as recorded in Volume 95137, Page 1945 and being more particularly described as follows:

BEGINNING at a point for corner in the easterly line of Park Central Drive, said point being in a southerly direction along the easterly line of Park Central Drive a distance of 20.18 feet from the northwest corner of said Lot 1A in Block B/7736;

THENCE South 89 degrees 13 minutes 04 seconds East a distance of 377.55 feet to a point for corner in the easterly line of Lot 1A and the westerly line of Lot 2A of said Forest Plaza Addition;

THENCE South 00 degrees 32 minutes 06 seconds West along said line of said Lots 1A and 2A a distance of 28.00 feet to a point for corner;

THENCE North 89 degrees 13 minutes 04 seconds West a distance of 373.95 feet to a point for corner in the easterly line of Park Central Drive;

THENCE in a northerly direction along the easterly line of Park Central Drive and along a curve to the left whose tangent bears North 05 degrees 40 minutes 48 seconds West and having a radius of 720.20 feet, a central angle of 02 degrees 14 minutes 50 seconds and an arc length of 28.25 feet to the POINT OF BEGINNING and containing 10,518 square feet, more or less, or 0.2415 acre.

### **TRACT 3:**

Non-exclusive and perpetual easement estate of passing for access purposes created in Reciprocal Grant of Access Easements by and among F.C. Associates, Two Forest Plaza, Ltd., and Forest Plaza Development Company, recorded in Volume 81218, Page 1774, Deed Records, and as amended in Volume 82058, Page 98, Deed Records of Dallas County, Texas, over the following described tract of land:

Being a tract of land situated in the City of Dallas, Dallas County, Texas; and being a part of the M.J. Sanchez Survey, Abstract 1272 and also being part of Lot 2B, Block B/7736 of Forest Plaza Addition, an

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addition to the City of Dallas as recorded in Volume 95137, Page 1945 and being more particularly described as follows:

BEGINNING at a point for corner in the westerly line of Merit Drive (80 feet wide); said point being in a southerly direction along said westerly line a distance of 20.11 feet from the northeast corner of said Lot 2B, Block B/7736;

THENCE in a southerly direction along the westerly line of Merit Drive and along a curve to the right whose tangent bears South 3 degrees 42 minutes 56 seconds East and having a radius of 430.00 feet, a central angle of 3 degrees 44 minutes 08 seconds and an arc length of 28.03 feet to the end of said curve to the right;

THENCE North 89 degrees 13 minutes 04 seconds West a distance of 456.12 feet to a point for corner;

THENCE North 00 degrees 32 minutes 06 seconds East a distance of 28.00 feet to a point for corner;

THENCE South 89 degrees 13 minutes 04 seconds East a distance of 454.95 feet to the POINT OF BEGINNING and containing 12,759 square feet, more or less, or 0.2929 acre.

**TRACT 4:**

Non-exclusive easement and right to use the portion of the Three Forest Visitor Parking Area for pedestrian and vehicular access, as therein described, as created by Reciprocal Grant of Access Easements dated August 22, 1984, by and between Three Forest Plaza and Minstrel Management Company N.V., recorded in Volume 84167, Page 3825, Deed Records of Dallas County, Texas, over the following described tract of land:

Being a tract of land situated in the City of Dallas, Dallas County, Texas; and being a part of the M.J. Sanchez Survey, Abstract 1272 and also being part of Lot 2B, Block B/7736 of Forest Plaza Addition, an addition to the City of Dallas as recorded in Volume 95137, Page 1945 and being more particularly described as follows:

COMMENCING at an iron rod for corner in the northwesterly line of Merit Drive (80 feet wide), said point being South 89 degrees 27 minutes 54 seconds East, 736.11 feet and in a northeasterly direction along a curve to the left having a radius of 430.00 feet, a central angle of 35 degrees 14 minutes 10 seconds and an arc length of 264.44 feet, from the intersection of the northeasterly cut-off line between the said northerly line of Merit Drive (80 feet wide) and the easterly line of Park Central Drive (variable width at this point);

THENCE North 44 degrees 27 minutes 54 seconds West a distance of 40.77 feet to a point being the POINT OF BEGINNING for herein described 24 foot wide Ingress and Egress Easement;

THENCE continuing North 44 degrees 27 minutes 54 seconds West a distance of 4.79 feet to an angle point;

THENCE North 89 degrees 27 minutes 54 seconds West a distance of 27.16 feet to a point for corner;

THENCE North 45 degrees 31 minutes 09 seconds East a distance of 259.10 feet to an angle point;

THENCE North 0 degrees 0 minutes 12 seconds West a distance of 139.87 feet to a point for corner;

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THENCE South 89 degrees 13 minutes 04 seconds East along the southerly line of a 0.2929 acre Ingress and Egress Easement a distance of 24.00 feet a point for corner;

THENCE South 00 degrees 00 minutes 12 seconds East a distance of 141.22 feet to the beginning of a curve to the right;

THENCE in a southerly and southwesterly direction along said curve to the right having a radius of 20.00 feet, a central angel of 45 degrees 31 minutes 22 seconds, and an arc length of 15.89 feet to the end of said curve to the right;

THENCE South 45 degrees 31 minutes 09 seconds West a distance of 241.58 feet to the POINT OF BEGINNING and containing 9,528 square feet, more or less, or 0.2187 acres.

**TRACT 5:**

Non-exclusive and perpetual easement for ingress and egress to and from the Forest Plaza Parking Garage located on the Three Forest Plaza property, as described therein, and created in Joint Parking Garage Agreement dated August 24, 1984, by and between Three Forest Plaza and Minstrel Management Company, N.V., recorded in Volume 84173, Page 214, Deed Records of Dallas County, Texas.

**TRACT 6:**

An easement for the use of twenty-three (23) uncovered parking spaces as created in Special Warranty Deed recorded in Volume 84081, Page 1664 of the Deed Records of Dallas County, Texas, as modified by Joint Parking Garage Operating Agreement, dated as of August 24, 1984, by and between Three Forest Plaza, and Minstrel Management Company, N.V., recorded in Volume 84173, Page 214, Deed Records of Dallas County, Texas.

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## EXHIBIT B

### Other Collateral

1. Any and all buildings, constructions, and improvements now or hereafter erected or located in or on the premises, including, but not limited to, all fixtures, attachments, appliances, equipment, machinery, and other articles now owned by Mortgagor or hereafter acquired by Mortgagor and attached or affixed thereto or located thereon (except the personalty owned by lessees) (collectively, the "*Improvements*"), together with all appurtenances and additions thereto and betterments, renewals, substitutions, and replacements thereof, all of which shall be deemed and construed to be part of the realty;

2. All right, title, and interest of Mortgagor in and to all items incorporated as part of or attributed or affixed to any of the premises, Improvements, or other real property included in the Collateral or any other interest of Mortgagor, whether now owned or hereafter acquired, in, to or relating to the premises, Improvements, or such other real property, in such manner that such items are no longer personal property under the laws of the State of Texas;

3. All existing and future appurtenances, privileges, easements, franchises and tenements of the premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the premises and Improvements;

4. All interest, estate or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the property described herein, including without limitation remainders, reversions, homesteads, transferable entitlements and development rights, usage rights (including without limitation drainage, horticultural, mineral, mining, water, oil, gas, and any other rights to produce or share in production), privileges and royalties;

5. All easements, rights-of-way, and rights now owned or hereafter acquired by Mortgagor and used or usable in connection with the premises and the Improvements, or as a means of access thereto, including, without limiting the generality of the foregoing, all rights pursuant to any trackage agreement, all rights to the non-exclusive use of common drive entries, all water and water rights, and all mineral, mining, oil, and gas rights and rights to produce or share in the production of anything related thereto, together with all tenements, hereditaments, and appurtenances thereof and thereto;

6. All right, title, and interest now owned or hereafter acquired by Mortgagor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the premises, and any and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Premises or the Improvements;

7. All of the fixtures and personal property described in Exhibit B-1 attached hereto and by this reference incorporated herein, now owned or hereafter acquired by Mortgagor, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof; and, all right, title, and interest of Mortgagor, now or hereafter arising, in and to any and all said property is hereby assigned to Agent for the benefit of Lender, together with the benefits of all deposits and payments now or hereafter made thereon by or on behalf of Mortgagor;

8. All interests, estates, or other claims or demands in law and in equity which Mortgagor now has or may hereafter acquire in the Collateral;

9. All accounts and revenues arising from the operation of the Collateral, including those now existing or hereafter created, substitutions therefor, proceeds thereof (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any and all of the foregoing and proceeds therefrom.

10. All proceeds, products, substitutions and accessions of the foregoing, of every type.

## EXHIBIT B-1

### Personal Property

1. All right, title, and interest of Mortgagor in and to all machinery, apparatus, goods, equipment, materials, fittings, fixtures, chattels, and tangible personal property, and all appurtenances and additions thereto and betterments, renewals, substitutions, and replacements thereof, now owned or hereafter acquired by Mortgagor, wherever situate, and now or hereafter located on, attached to, contained in, or used or usable in connection with the real property described in Exhibit A attached hereto and incorporated herein (the "**Premises**"), and all improvements located thereon (the "**Improvements**") or placed on any part thereof, though not attached thereto, including all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, electrical, lighting, plumbing, ventilating, air-conditioning, refrigerating, incinerating and/or compacting plants, systems, fixtures and equipment, elevators, hoists, stoves, ranges, vacuum and other cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, ducts, conduits, dynamos, engines, compressors, generators, boilers, stokers, furnaces, pumps, tanks, appliances, equipment, fittings, and fixtures.

2. All funds, accounts, deposits, instruments, documents, contract rights, general intangibles, notes, and chattel paper arising from or by virtue of any transaction related to the Premises, the Improvements, or any of the personal property described in this Exhibit B.

3. All permits, licenses, franchises, certificates, and other rights and privileges now held or hereafter acquired by Mortgagor in connection with the Premises, the Improvements, or any of the personal property described in this Exhibit B.

4. All right, title, and interest of Mortgagor in and to the name and style by which the Premises and/or the Improvements is known, including trademarks, copyrights, service marks, logos, designs and trade names relating thereto.

5. All right, title, and interest of Mortgagor in, to, and under all plans, specifications, maps, surveys, reports, permits, licenses, architectural, engineering and construction contracts, service or maintenance contracts, management agreements, equipment leases, books of account, insurance policies, and other documents of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale, or operation of the Premises and/or the Improvements.

6. All interests, estates, or other claims or demands, in law and in equity, which Mortgagor now has or may hereafter acquire in the Premises, the Improvements, or the personal property described in this Exhibit B.

7. All right, title, and interest now owned or hereafter acquired by Mortgagor in and to all options to purchase or lease the Premises, the Improvements, or



any other personal property described in this Exhibit B, or any portion thereof or interest therein, and in and to any greater estate in the Premises, the Improvements, or any of the personal property described in this Exhibit B.

8. All of the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance relating thereto, which Mortgagor now has or may hereafter acquire in the Premises, the Improvements, or any portion thereof or interest therein, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of such property, including without limitation, any award resulting from a change of any streets (whether as to grade, access, or otherwise) and any award for severance damages.

9. All right, title, and interest of Mortgagor in and to all contracts, permits, certificates, licenses, approvals, utility deposits, utility capacity, and utility rights issued, granted, agreed upon, or otherwise provided by any governmental or private authority, person or entity relating to the ownership, development, construction, operation, maintenance, marketing, sale, or use of the Premises and/or the Improvements, including all of Mortgagor's rights and privileges hereto or hereafter otherwise arising in connection with or pertaining to the Premises and/or the Improvements, including, without limiting the generality of the foregoing, all water and/or sewer capacity, all water, sewer and/or other utility deposits or prepaid fees, and/or all water and/or sewer and/or other utility tap rights or other utility rights, any right or privilege of Mortgagor under any loan commitment, lease, contract, Declaration of Covenants, Restrictions and Easements or like instrument, Developer's Agreement, or other agreement with any third party pertaining to the ownership, development, construction, operation, maintenance, marketing, sale, or use of the Premises and/or the Improvements.

AND ALL PROCEEDS AND PRODUCTS OF THE FOREGOING PERSONAL PROPERTY DESCRIBED IN THIS EXHIBIT B.

A PORTION OF THE ABOVE DESCRIBED GOODS ARE OR ARE TO BE AFFIXED TO THE REAL PROPERTY DESCRIBED IN EXHIBIT A.

7B

FILED

NOTICE REGARDING MILITARY SERVICE: 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. TEXAS PROPERTY CODE SECTION 51.002(i).

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

KNOW ALL MEN BY THESE PRESENTS:

2025 JUL 14 PM 1:06  
JOHN F. GREEN  
COUNTY CLERK  
DALLAS COUNTY  
TX

FILED

**THAT, WHEREAS**, on April 5, 2024, ENCLAVE VILLAS LLC, a Texas limited liability company ("**Borrower**") executed that certain Promissory Note in the original principal amount of \$2,500,000.00 (the "**Note**") payable to the order of BEYOND Westminster 1 LLC, a Delaware limited liability company ("**Lender**"), secured by that certain Deed of Trust and Fixture Filing (with Assignment of Rents and Security Agreement) recorded in the Official Public Records of Dallas County, Texas under Clerk's Document No. 202400068828 (the "**Deed of Trust**"), covering the real property described as follows:

See Exhibit A, attached hereto (the "**Property**"); and

**WHEREAS**, the Note matured by its terms, and effective March 31, 2025, Borrower conveyed the Property to Lender by that Warranty Deed in Lieu of Foreclosure recorded in the Official Public Records of Dallas County, Texas under Clerk's Document No. 20250007223, but for the purpose of priority between intervening or inferior liens, claims, or encumbrances on or against the Property and the Deed of Trust, all rights of Lender to exercise its remedies of foreclosure or any other remedies were expressly preserved; and

**WHEREAS**, due to a lack of good and indefeasible title, any cancellation of Borrower's indebtedness evidenced by the Note which was stated in the Warranty Deed in Lieu of Foreclosure described above is null and void, and Lender has exercised its option to reinstate the entire unpaid principal balance of the Note and all interest accrued under the Note which remains unpaid, and thus all amounts owed under the Note are immediately due and payable; and

**WHEREAS**, Holder has appointed Robert Petersen, as Substitute Trustee ("**Substitute Trustee**") under the Deed of Trust to enforce the trust and sell the Property pursuant to the power of sale and other provisions contained within the Deed of Trust.

**NOW, THEREFORE, NOTICE IS HEREBY GIVEN** that the undersigned will sell the Property at public auction to the highest bidder or bidders for cash at the North Side of the George Allen Courts Building facing 600 Commerce Street below the overhang, or as designated by the County Commissioners between the hours of 10:00 a.m. and 4:00 p.m.,

with the sale beginning no earlier than 10:00 a.m. and no later than three hours thereafter, on the first Tuesday in August 2025, the same being **August 5, 2025**.

**Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "AS IS," without any expressed or implied warranties, except as to the warranties of title, if any, provided for under the Deed of Trust, and at the purchaser's own risk. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.**

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

For purposes of Section 51.0075(e) of the TEXAS PROPERTY CODE, the street address for the Substitute Trustee is:

Bajaria & Forgerson Law Group  
3010 LBJ Freeway, Suite 1040  
Dallas TX 75234  
Attn. Robert Petersen

**EXECUTED** in multiple originals on this the 14 day of July 2025.

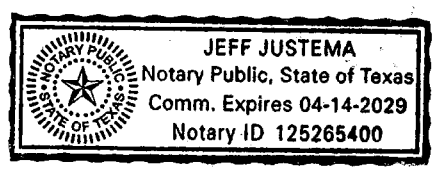


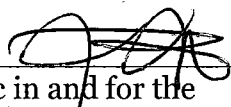
Robert Petersen, Substitute Trustee  
Bajaria & Forgerson Law Group  
3010 LBJ Freeway, Suite 1040  
Dallas TX 75234  
214-888-3070 extension 4  
Email: [robert@bflawgroup.com](mailto:robert@bflawgroup.com)

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, personally appeared Robert Petersen, Substitute Trustee, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this, the 14<sup>th</sup> day of July, 2025.



  
\_\_\_\_\_  
Notary Public in and for the  
State of Texas

**Exhibit "A"**  
**Legal Description**

Being all that certain lot, tract or parcel of land located in the WILLIAM C. HUNNICUT SURVEY, ABSTRACT NO. 586, Dallas County, Texas, and being a portion of a tract of land described in deed to Enclave Villas, LLC, recorded in Instrument No. 201700199606, Official Public Records, Dallas County, Texas, and being more particularly described as follows;

BEGINNING at an "X" set in the North line of Forney Road, a variable width right-of-way, and being South  $51^{\circ}37'42''$  West, a distance of 5.03' from the Southwest corner of Buckner Terrace Addition, an Addition to the City of Dallas, Dallas County, Texas;

Thence Northeasterly and Southeasterly along the South line of said Buckner Terrace Addition the following six (6) course and distances;

Thence North  $51^{\circ}37'42''$  East, a distance of 88.56' to a point for corner;

Thence North  $74^{\circ}51'17''$  East, a distance of 105.30' to a point for corner;

Thence North  $64^{\circ}47'12''$  East, a distance of 217.10' to a point for corner;

Thence North  $53^{\circ}25'57''$  East, a distance of 144.50' to a point for corner;

Thence South  $75^{\circ}12'18''$  East, a distance of 89.80' to a point for corner;

Thence North  $56^{\circ}30'02''$  East, a distance of 120.33' to a point for corner at the Southeast corner of said Buckner Terrace Addition, and being the Southwest corner of Everglade Park No. 3, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 80176, Page 2165, Map Records, Dallas County, Texas;

Thence Northeasterly and Southeasterly along the South line of said Everglade Park No. 3, the following six (6) courses and distances;

Thence North  $55^{\circ}56'22''$  East, a distance of 28.17' to a point for corner;

Thence South  $59^{\circ}43'23''$  East, a distance of 118.20' to a point for corner;

Thence South  $30^{\circ}08'09''$  East, a distance of 121.85' to a point for corner;

Thence South  $61^{\circ}23'30''$  East, a distance of 184.84' to a point for corner;

Thence South  $46^{\circ}08'58''$  East, a distance of 136.00' to a point for corner;

Thence South  $72^{\circ}29'00''$  East, a distance of 144.22' to a point for corner at the Northwest corner of Enclave Villas on Forney Road Subdivision, an Addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Instrument No. 201900127451, Official Public Records, Dallas County, Texas;

Thence Southeasterly and Southwesterly, along the West line of said Enclave Villas on Forney Road Subdivision, the following eleven (11) courses and distances;

Thence South  $17^{\circ}54'17''$  West, a distance of 10.14' to a point for corner;

Thence South  $12^{\circ}20'21''$  East, a distance of 43.88' to a point for corner;

Thence South  $19^{\circ}25'03''$  East, a distance of 20.78' to a point for corner;

Thence South  $44^{\circ}20'01''$  East, a distance of 18.70' to a point for corner;

Thence South  $15^{\circ}59'12''$  East, a distance of 41.44' to a point for corner;

Thence South  $13^{\circ}03'30''$  East, a distance of 39.40' to a point for corner;

Thence South  $07^{\circ}41'41''$  East, a distance of 14.01' to a point for corner;

Thence South  $12^{\circ}30'52''$  West, a distance of 69.15' to a point for corner;

Thence South  $20^{\circ}19'35''$  West, a distance of 21.66' to a point for corner;

Thence South  $50^{\circ}21'01''$  East, a distance of 31.32' to a point for corner;

Thence South  $22^{\circ}21'01''$  West, a distance of 56.73' to a 1/2" iron rod found in the North line of said Forney Road said point being the beginning of a non-tangent curve to the left, having a central angle of  $14^{\circ}10'05''$ , a radius of 2964.94' and a chord bearing and distance of North  $86^{\circ}26'23''$  West, 731.30;

Thence Northwesterly, along said North line and curve to the left, an arc distance of 733.17' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at the beginning of a reverse curve to the right, having a central angle of  $49^{\circ}07'33''$ , a radius of 410.00' and a chord bearing and distance of North  $68^{\circ}56'44''$  West, 340.87';

Thence Northwesterly, along said curve to the right, an arc distance of 351.54' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence North  $44^{\circ}22'58''$  West, a distance of 336.91' to the PLACE OF BEGINNING and containing 573,480 square feet or 13.165 of an acre of land.

# NOTICE OF TRUSTEE'S SALE

## DEED OF TRUST INFORMATION:

Grantor(s)	Lakechia Carson and Elijah Tromell Reed	Deed of Trust Date	July 9, 2021
Original Mortgagee	Credit Union of Texas	Original Principal	\$76,800.00
Recording Information	Instrument #: 202100220340 in Dallas County, Texas	Original Trustee	V. Eric Pointer
Property Address	2232 Poplar St., Dallas, TX 75215	Property County	Dallas

## MORTGAGE SERVICER INFORMATION:

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

## SALE INFORMATION:

Date of Sale	08/05/2025
Time of Sale	10:00 AM 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 Trustees	Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, Payton Hreha, Taherzadeh, PLLC, Auction.com, Selim Taherzadeh, or Michael Linke, any to act
Substitute Trustees' Address	15851 N. Dallas Parkway, Suite 410, Addison, TX 75001

## PROPERTY INFORMATION:

### Legal Description as per the Deed of Trust:

BEING LOT TWO (2) IN BLOCK F/1609 OF REAVES PLACE ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 99165, PAGE 972 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, ALSO KNOWN AS 2232 POPLAR ST., DALLAS, TX 75215

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.

TAHERZADEH, PLLC

NOTICE OF TRUSTEE'S SALE- 165-00069

PAGE 1

## NOTICE OF TRUSTEE'S SALE

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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 refiled 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 July 10, 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



**IN RE: ORDER FOR FORECLOSURE  
CONCERNING**

**UNDER TEX. R. CIV. PROC. 736**

**CREDIT UNION OF TEXAS.**

**Respondent(s):**

**LAKECHIA CARSON AND ELIJAH  
TROMELL REED.**

**IN THE DISTRICT COURT**

116<sup>th</sup> JUDICIAL DISTRICT OF

**DALLAS COUNTY, TEXAS.**

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:

**(a) Petitioner is the holder of a Texas Home Equity Note secured by a lien created**

### DEFAULT ORDER ALLOWING FORECLOSURE

165-00069

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 2232 Poplar St., Dallas, TX 75215 and legal description as described in the Real Property Records of Dallas County, Texas as follows:

BEING LOT TWO (2) IN BLOCK F/1609 OF REAVES PLACE ADDITION,  
AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS,  
ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 99165,  
PAGE 972 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, ALSO  
KNOWN AS 2232 POPLAR ST., DALLAS, TX 75215

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

Lakechia Carson  
1940 Murifield Ave.  
Rockwall, TX 75087

Elijah Fromell Reed  
1940 Murifield Ave.  
Rockwall, TX 75087

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

Instrument #: 202100220340 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 Respondents' counsel by certified mail if a Respondent is represented by counsel.

Signed, this 26<sup>th</sup> day of June, 2025.

  
Judge Presiding

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