

**NOTICE OF ACCELERATION AND NOTICE OF 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.

**DEED OF TRUST INFORMATION:**

Date: February 19, 2008  
 Grantor(s): Nicole Wise, a married woman, joined herein pro forma by her husband, Shane Wise  
 Original Mortgagee: CHI Financial LP  
 Original Principal: \$201,107.00  
 Recording Information: 20080056569  
 Property County: Dallas  
 Property: LOT FIFTEEN (15), BLOCK C OF MOCKINGBIRD HILL, SECTION VI, A SUBDIVISION IN THE CITY OF DESOTO, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER COUNTY CLERK'S FILE NO. 200600471831 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.  
 Property Address: 901 Rio Vista Drive  
 Desoto, TX 75115

**MORTGAGE SERVICING INFORMATION:**

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

Current Mortgagee: NewRez LLC d/b/a Shellpoint Mortgage Servicing  
 Mortgage Servicer: Shellpoint Mortgage Servicing  
 Mortgage Servicer Address: 75 Beattie Place  
 Greenville, SC 29601

FILED  
 2025 JUL 4 PM 12:49  
 JOHNNIE WARREN  
 COUNTY CLERK  
 DALLAS COUNTY  
 BY \_\_\_\_\_ DEPUTY

**SALE INFORMATION:**

Date of Sale: August 5, 2025  
 Time of Sale: 10:00 AM or within three hours thereafter.  
 Place of Sale: George Allen Courts Building, 600 Commerce Street, Dallas, TX 75202, if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court.  
 Substitute Trustee: John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Joshua Sanders, Ramiro Cuevas, Matthew Hansen, Daniel Hart, Auction.com LLC, Padgett Law Group, Michael J. Burns, Jonathan Smith, Gabrielle A. Davis, or Paige Jones, any to act  
 Substitute Trustee Address: 546 Silicon Dr., Suite 103  
 Southlake, TX 76092  
 TXAttorney@PadgettLawGroup.com

## **APPOINTMENT OF SUBSTITUTE TRUSTEE:**

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

The undersigned is the attorney for the mortgagee and/or mortgage servicer, and in such capacity does hereby remove the original trustee and all successor substitute trustees under the above-described Deed of Trust and appoints in their place, any to act, those substitute trustees identified in the SALE INFORMATION section of this notice, whose address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092 as Substitute Trustee, who shall hereafter exercise all powers and duties to set aside the said original trustee under said Deed of Trust, and further does hereby request, authorize, and instruct said Substitute Trustees to conduct and direct the execution of remedies set aside to the beneficiary therein.

WHEREAS, the above-named Grantor(s) previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared, such default was reported to not have been cured, and all sums secured by such Deed of Trust are declared immediately due and payable.

WHEREAS, the original Trustee and any previously appointed Substitute Trustee under said Deed of Trust has been hereby removed and the herein described Substitute Trustees, have been appointed as Substitute Trustees and authorized by the Mortgage Servicer to enforce the power of sale granted in the Deed of Trust; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note is hereby accelerated, and all sums secured by the Deed of Trust are declared to be immediately due and payable.
2. The herein appointed Substitute Trustees, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. This sale shall be subject to any legal impediments to the sale of the Property to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien imposed by the Deed of Trust.
4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for the particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be sold "AS-IS", purchaser's will buy the property "at the purchaser's own risk" and "at his peril" and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interest of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.
5. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.



Michael J. Burns / Jonathan Smith/ Gabrielle A. Davis/ Paige Jones

**CERTIFICATE OF POSTING**

My name is Donna Stockman, and my address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on 7/14/25, I filed at the office of the Dallas County Clerk to be posted at the Dallas County courthouse this notice of sale.

Donna Stockman

Declarant's Name: Donna Stockman

Date: 7/14/25

Padgett Law Group  
546 Silicon Dr., Suite 103  
Southlake, TX 76092  
TXAttorney@PadgettLawGroup.com  
(850) 422-2520

WITNESS MY HAND this 14 day of July, 2025

Donna Stockman

**Notice of Substitute Trustee's Sale and  
Appointment of Substitute Trustees**

Notice is given that the Property described below shall be sold at public auction on the date, at the time, and at the place specified below and in accordance with the terms contained in this Notice of Substitute Trustee's Sale and Appointment of Substitute Trustees and the applicable laws of the State of Texas.

1. *Date of Notice.* July 14, 2025.
2. *Property to Be Sold.* The property to be sold is described as follows:

Being Lot 2 of LEO L. BARROWS SUBDIVISION ADDITION, an Addition to the City of DeSoto, Dallas County, Texas, according to the Map thereof recorded in Volume 68082, Page 1860, of the Plat Records of Dallas County, Texas.

AND MORE COMMONLY REFERRED TO AS: 105 Barrows Lane, DeSoto, Texas 75115.

3. *Instrument to be Foreclosed.* The instruments to be foreclosed are as follows:

The Deed of Trust, Assignment of Rents, and Security Agreement dated June 29, 2021, filed July 1, 2021, recorded as instrument 202100196223 in the Official Public Records of Dallas County, Texas executed by Boston Enterprises Investment Group, LLC, and guaranteed by Tiffany M. Boston Scott, in favor of James P. Monkres, Jr., P.O. Box 7777, DeSoto, Texas 75123, Trustee securing the payment of one Real Estate Note, dated June 29, 2021, in the principal amount of \$188,000.00, bearing interest and payable as therein provided to the order of Bank of DeSoto, N.A..

**Note Information:**

Date:	June 29, 2021
Maker:	Boston Enterprises Investment Group, LLC
Payee:	Bank of DeSoto, N.A.
Original Principal Amount:	\$188,000.00
Lender:	Bank of DeSoto, N.A.
Borrower:	Boston Enterprises Investment Group, LLC

**Deed of Trust Information:**

Date:	June 29, 2021
Grantor:	Boston Enterprises Investment Group, LLC
Trustee:	James P. Monkres, Jr.
Mortgagee:	Bank of DeSoto, N.A.
Mortgagee Address:	2011 N. Hampton Road, DeSoto, Texas 75115
Recording Information:	Instrument No. 202100196223, Real Property Records of Dallas County, Texas.

FILED  
2025 JUL 14 PM 3:06  
JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY \_\_\_\_\_

4. *Substitute Trustee(s).* W. Ira Bowman, c/o Godwin Bowman PC, 500 N. Akard Street, Ste. 1100, Dallas, Texas 75201.

5. *Date, Time, and Place of Sale.* The sale will be held at the following date, time, and place:

Date: August 5, 2025

Time: 10:00 a.m. or within three (3) hours after that time.

Place: The area outside on the North Side of the George L. Allen, Sr. Courts Building, 600 Commerce Street, Dallas, Texas 75202, facing Commerce Street below the overhang.

The Deed of Trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the 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 schedule for this sale.

6. *Terms of Sale.* Notice is hereby 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, Substitute Trustee, or any other substitute trustee Lender may appoint, will sell the Property by public sale to the highest bidder for cash or acceptable certified funds, according to the Deed of Trust and applicable law. The sale and conveyance of the Property will be subject to all matters of record applicable to the Property that are superior to the Deed of Trust and to any permitted exceptions to title described in the Deed of Trust. Substitute Trustee has not made and will not make any covenants, representations, or warranties about the Property other than providing the successful bidder at the sale with a deed to the Property containing any warranties of title required by the Deed of Trust. The Property will be sold **AS IS, WHERE IS, AND WITH ALL FAULTS** at the purchaser's own risk pursuant to Sections 51.002 and 51.009 of the Texas Property Code.

7. *Type of Sale.* The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by Boston Enterprises Investment Group, LLC.

8. *Obligations Secured.* The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described including but not limited to the Real Estate Note in the original principal amount of \$188,000.00, executed by Boston Enterprises Investment Group, LLC, and payable to Bank of DeSoto, N.A.; (b) all renewals and extensions of the note; and (c) any and all present and future indebtedness of Boston Enterprises Investment Group, LLC to Bank of DeSoto, N.A.. Bank of DeSoto, N.A. is the current owner and holder of the indebtedness and is the beneficiary under the Deed of Trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, Bank of DeSoto, N.A., 2011 North Hampton Road, DeSoto, Texas 75115, (972) 780-7774.

9. *Notice Regarding Substitute Trustee.* In accordance with Section 51.0076 of the Texas Property Code, the undersigned as attorney for the mortgagee does hereby remove the original Trustee and all successor Substitute Trustees and appoints in their stead W. Ira Bowman 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 Mortgagee therein.

**This instrument appoints the Substitute Trustee identified to sell the property described in the security instrument identified in this Notice of Sale. The person signing this notice is the attorney or authorized agent of the mortgagee or mortgage servicer.**

10. *Default and Request to Act.* Default has occurred in the payment of the note and in the performance of the obligations of the Deed of Trust that secures the note. Because of that default, Bank of DeSoto, N.A., the owner and holder of the note and Deed of Trust lien under section 51.002 of the Texas Property Code, has requested Substitute Trustee to sell the Property according to the terms of the Deed of Trust and applicable law. Therefore, notice is given that on and at the date, time, and place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

The Deed of Trust may encumber both real and personal property. Formal notice is now given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust, consistent with Lender's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

11. *Active duty.* **Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, 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 Notice of Substitute Trustee's Sale and Appointment of Substitute Trustees is executed this 14th day of July, 2025.

By: 

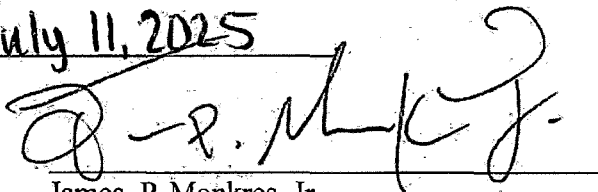
W. Ira Bowman, as Substitute Trustee/Attorney/Authorized Agent of Bank of DeSoto, N.A.  
State Bar No. 24050316  
[IBowman@GodwinBowman.com](mailto:IBowman@GodwinBowman.com)

Godwin Bowman PC  
500 N. Akard Street, Suite 1100  
Dallas, Texas 75201  
Ph: 214.939.4485  
Fax: 214.527.3239

**Consent to Appointment of Substitute Trustee**

"My name is James P. Monkres, Jr. My business address is 2011 N. Hampton Road, DeSoto, Texas 75115. I am the original Trustee pursuant to the Deed of Trust referenced in this Notice of Substitute Trustee Sale and Appointment of Successor Trustees. In accordance with Section 51.0076 of the Texas Property Code, I hereby consent to the removal of myself as the original Trustee and the removal of all successor Substitute Trustees, and hereby appoint in my stead W. Ira Bowman, whose information appears in this Notice, as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the original Trustee under the said Deed of Trust. I hereby further request, authorize, and instruct W. Ira Bowman, as Substitute Trustee, to conduct and direct the execution of remedies set aside to the Mortgagee pursuant to the referenced Deed of Trust."

Executed in Dallas County, Texas, on July 11, 2025

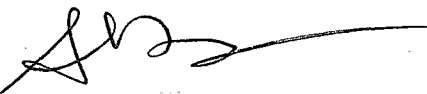


James P. Monkres, Jr.  
Original Trustee

**Certificate of Posting**

My name is Samantha Baynes. I am above the age of eighteen years and fully competent to make this certification. My date of birth is 7/17/1996, and my business address is c/o Godwin Bowman PC, 500 N. Akard Street, Ste. 1100, Dallas, Texas 75201. I declare under penalty of perjury that on 7/14/2025, I filed this Notice of Substitute Trustee's Sale and Appointment of Substitute Trustees at the office of the Dallas County Clerk and caused it to be posted at the location directed by the County Commissioners Court.

Executed in Dallas County, Texas, on 7/14/2025.

  
\_\_\_\_\_  
Declarant

Samantha Baynes  
Declarant's Printed Name



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

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

Matter No.: 092851-TX

Date: July 10, 2025

County where Real Property is Located: Dallas

ORIGINAL MORTGAGOR: DEROLYN HALEY, UNMARRIED  
ORIGINAL MORTGAGEE: FIRST FRANKLIN FINANCIAL CORPORATION  
CURRENT MORTGAGEE: DYCK-O'NEAL, INC  
MORTGAGE SERVICER: DYCK-O'NEAL, INC

DEED OF TRUST DATED 3/24/2003, RECORDING INFORMATION: Recorded on 3/27/2003, as Instrument No. 2254365 in Book 2003058 Page 05686

SUBJECT REAL PROPERTY (LEGAL DESCRIPTION): LOT 6, BLOCK 15 OF WINDMILL HILL ADDITION, FIFTH SECTION, PHASE I, AN ADDITION TO THE CITY OF DESOTO, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 98238, PAGE 231, MAP RECORDS, DALLAS COUNTY, TEXAS.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **8/5/2025**, the foreclosure sale will be conducted in Dallas County in the area designated by the Commissioners Court, pursuant to Section 51.002 of the Texas Property Code as the place where the foreclosure sales are to take place. If no place is designated by the Commissioners Court, sale will be conducted at the place where the Notice of Trustee's Sale was posted. The trustee's sale will be conducted no earlier than **1:00 PM**, or not later than three (3) hours after that time, by one of the Substitute Trustees who will sell, to the highest bidder for cash, subject to the unpaid balance due and owing on any lien indebtedness superior to the Deed of Trust.

DYCK-O'NEAL, INC is acting as the Mortgage Servicer for DYCK-O'NEAL, INC who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. DYCK-O'NEAL, INC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

DYCK-O'NEAL, INC  
3100 Monticello Avenue, Suite 650  
Dallas, TX 75205

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



FILED  
2025 JUL 14 PM 2:56  
JOHN E. HARRIS  
COUNTY CLERK  
DALLAS COUNTY

**WHEREAS**, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, **I HEREBY APPOINT AND DESIGNATE SHELLEY ORTOLANI, MARY MANCUSO, MICHELE HREHA, FRANCESCA ORTOLANI, GUY WIGGS, DAVID STOCKMAN, BRENDA WIGGS, DONNA STOCKMAN, JANET PINDER, BRANDY BACON, MICHELLE SCHWARTZ, JAMIE DWORSKY, ANGELA COOPER, CAROL DUNMON, PAYTON HREHA, JEFF BENTON, CASPER RANKIN, LAUREL HANDLEY, HOLLIS HAMILTON** or either one of them, as Substitute Trustee, to act, either singly or jointly, under and by virtue of said Deed of Trust and hereby request said Substitute Trustees, or any one of them to sell the property in said Deed of Trust described and as provided therein. The address for the Substitute Trustee as required by Texas Property Code, Section 51.0075(e) is Aldridge Pite, LLP, 3333 Camino Del Rio South, Suite 225, San Diego, CA 92108-0935, Phone: (866) 931-0036.

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

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

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

7B  
FILED

**NOTICE OF ASSESSMENT LIEN SALE**

PM 2:36

STATE OF TEXAS §

§

COUNTY OF DALLAS §

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

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

WHEREAS, on or about July 24, 2023, a Notice of Lien was filed in the Deed Records of Dallas County, Texas, covering the real property herein described concerning default in the payment of the indebtedness owing by William Young and Michelle A. Young, the present owners of said real property, to Thorntree Addition Property Owners' Association, Inc. (the "Association"); and

WHEREAS, the said William Young and Michelle A. Young have continued to default in the payment of their indebtedness to the Association and the same is now wholly due, and the Association, acting by and through its duly authorized agent, intends to sell the herein described property to satisfy the present indebtedness of said owners to the Association;

NOW, THEREFORE, notice is hereby given that on Tuesday, August 5, 2025, between 10 o'clock a.m. and 4 o'clock p.m., the Association will sell said real estate Outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, Dallas County, Texas, Dallas County, Texas, to the highest bidder for cash, subject to all superior liens and encumbrances of record. The earliest time at which said sale will begin will be 12:00 o'clock noon, and the sale will take place not later than three (3) hours after that time.

Said real estate is described as follows:

Lot 7, Block 7, of Replat of Thorntree Phase III, an Addition to the City of Desoto, Dallas County, Texas, according to the Map thereof recorded in Volume 87068, Page 2453 of the Map Records of Dallas County, Texas (900 Place Louie)

WITNESS my hand this 14th day of July, 2025

THORNTREE ADDITION PROPERTY OWNERS'  
ASSOCIATION, INC.

By: \_\_\_\_\_

Jason R. Reed, Substitute Trustee

Riddle & Williams, P.C.

3811 Turtle Creek Blvd, Suite 500

Dallas, Texas 75219

The within notice was posted by me on the \_\_\_\_ day of \_\_\_\_\_, 2025, at the Dallas County Courthouse in Dallas, Texas.