

NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately. Sender is: Codilis & Moody, P.C., 20405 State Highway 249, Suite 170, Houston, TX 77070

INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION

Deed of Trust dated December 03, 1998 and recorded under Vol. 98243, Page 05747, or Clerk's File No. 402180, in the real property records of DALLAS County Texas, with Carl R. Whitaker, a married man and Leslie Whitaker, signing pro forma to perfect lien only. as Grantor(s) and One Stop Mortgage, Inc., a Wyoming Corporation as Original Mortgagee.

Deed of Trust executed by Carl R. Whitaker, a married man and Leslie Whitaker, signing pro forma to perfect lien only. securing payment of the indebtedness in the original principal amount of \$59,600.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by Carl R. Whitaker. Citibank, N.A., not in its individual capacity but solely as Owner Trustee for New Residential Mortgage Loan Trust 2018-3 is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan. Shellpoint Mortgage Servicing is acting as the Mortgage Servicer for the Mortgagee. Shellpoint Mortgage Servicing, is representing the Mortgagee, whose address is: 75 Beattie Place, Suite 300, Greenville, SC 29601.

Legal Description:

BEING LOT 18 IN BLOCK 9 OF BUCKINGHAM SOUTH NO. 3, AN ADDITION TO THE CITY OF GARLAND, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 72089, PAGE 2470 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

SALE INFORMATION

Date of Sale: 08/05/2025

Earliest Time Sale Will Begin: 10:00 AM

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

TERMS OF SALE

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

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. Pursuant to the Deed of Trust, the mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "AS IS,"




"WHERE IS" condition, without any express or implied warranties, except as to the warranties of title, if any, provided for under the Deed of Trust.

The sale will begin at the earliest time stated above, or within three (3) hours after that time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

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

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

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



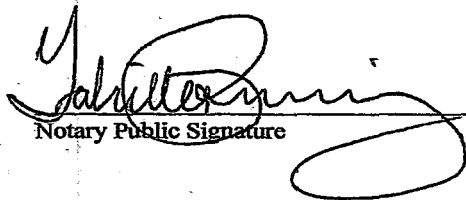
Juanita M. Deaver, Attorney at Law
Codilis & Moody, P.C.
20405 State Highway 249, Suite 170
Houston, TX 77070
(281) 925-5200

STATE OF TEXAS

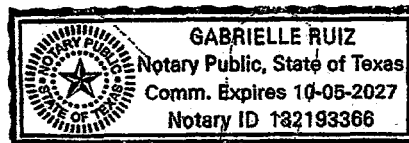
COUNTY OF HARRIS

Before me, the undersigned Notary Public, on this day personally appeared Juanita M. Deaver as Attorney for the Mortgagee and/or Mortgage Servicer known to me or proved to me through a valid State driver's license or other official identification described as Personal Knowledge, to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

Executed on this the 7th day of July, 2025.



Notary Public Signature



Posted and filed by: _____

Printed Name: _____

C&M No. 44-25-02150

FILED

NOTICE OF ASSESSMENT LIEN SALE

STATE OF TEXAS

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2025 JUL -9 PM 12:48

COUNTY OF DALLAS

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JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

WHEREAS, the property herein described is subject to the Declaration of Covenants, Conditions and Restrictions for Heron's Bay Estates, filed of record on January 11, 2008, as Instrument No. 20080011007, in the Official Public Records of Dallas County, Texas (including any amendments thereof or supplements thereto is hereinafter referred to, collectively, as the "*Declaration*"). The Declaration provides for the payment of assessments secured by a lien on the Lot of the non-paying owner.

WHEREAS, Heron's Bay Estates Homeowners' Association, Inc. on November 4, 2022, December 21, 2022, October 11, 2023, and July 23, 2024, sent notice of default in payment of assessments to **J'MEI R. WALKER a/k/a J'MEI ROWENZO WALKER**, being the reputed owner or current owner of said real property; and

WHEREAS, the said **J'MEI R. WALKER a/k/a J'MEI ROWENZO WALKER**, has continued to default in the payment of their indebtedness to Heron's Bay Estates Homeowners' Association, Inc. and the same is now wholly due, and Heron's Bay Estates Homeowners' Association, Inc., acting by and through its duly authorized agent, intends to sell the herein described property to satisfy the present indebtedness of said owner to Heron's Bay Estates Homeowners' Association, Inc.

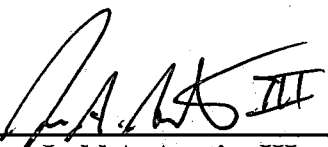
NOW, THEREFORE, notice is hereby given that on Tuesday, the 5th day of August, 2025, between 10:00 a.m. and 4:00 p.m., Heron's Bay Estates Homeowners' Association, Inc. will sell the herein described real estate (including any improvements thereon) at public auction at the area outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, 600 Commerce Street, Dallas, Dallas County, Texas, or as designated by the Dallas County Commissioners for such sales, to the highest bidder for cash, subject to all unpaid ad valorem taxes, superior liens and encumbrances of record, and a statutory right of redemption. The earliest time at which said sale will begin will be 1:00 p.m., and the sale will take place not later than three (3) hours thereafter.

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

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

SIGNED: July 9, 2025.

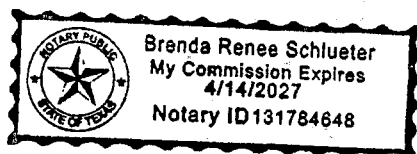
**HERON'S BAY ESTATES
HOMEOWNERS' ASSOCIATION, INC.**

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

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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

Given under my hand and affirmed seal of office, on July 9, 2025.




Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

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

EXHIBIT "A"

Lot 35, Block 6, of HERON'S BAY ESTATES, NO. 1, an Addition to the City of Garland, Dallas County, Texas, according to the Plat thereof recorded in Instrument No. 20080068906, Map Records, Dallas County, Texas. (the "Property").

FILED

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

2025 JUL 14 AM 8:52

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

BY MH 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.

Deed of Trust:

Dated: October 12, 2022 (on or about)
Grantor: Marlo Property Group LLC
Trustee: David Gibson
Current Lender: Black Label Capital, LLC and American Century Life Insurance Company
Recorded in: Instrument No. **202200269583** recorded on **October 12, 2022** in the official public deed records of **Dallas County, Texas**.

Legal Description: Being the 50 feet of entire Northeast side of Lot 19 and the 20 feet of the entire Southwest side of Lot 18, all in Block 9, of the THIRD INSTALLMENT of SOUTHGATE ESTATES, an Addition to the City of Garland, Texas, according to the Map recorded in Volume 50, Page 89 of the Map Records of Dallas County, Texas.

More commonly known as: 1221 Lexington Drive, Garland, Texas 75041

Foreclosure Sale:

Date: **Tuesday, August 5, 2025**
Time: The sale of the Property will be held between the hours of **10:00 A.M.** and **1:00 P.M.** local time; the earliest time at which the Foreclosure Sale will begin is **10:00 A.M.** and not later than three hours thereafter.
Place: The area located at the **north side of the George Allen Courts Building Facing Commerce Street at 600 Commerce St, Dallas, TX 75202**, or in the area otherwise designated by the Commissioner's Court pursuant to §51.002 of the Texas Property Code as amended.

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

Substitute Trustee: Taylor J. Monroe, Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon or Payton Hreha.

Default has occurred in the payment of the promissory note secured by the Deed of Trust, and in the performance of the obligations set forth in the Deed of Trust. Because of that default, Lender, the owner and holder of said promissory note and Deed of Trust, has requested Substitute Trustee to sell the Property.

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

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lender. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

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

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

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

Dated: July 14, 2025

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. J. Monroe', is written over a horizontal line.

Taylor J. Monroe, Managing Attorney
The Monroe Law Firm, PLLC
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Plano, Texas 75024
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www.monroeelitelaw.com