

FILED

NOTICE OF FORECLOSURE SALE 2025 JUL 14 AM 8:52

AND

APPOINTMENT OF SUBSTITUTE TRUSTEE

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.

Deed of Trust:

Dated: December 20, 2023 (on or about)
Grantor: Marlo Property Group LLC
Trustee: David Gibson
Current Lender: In & Out Lending LLC
Loan Servicer: Black Label Capital, LLC
Recorded in: Instrument No. **202300255806** recorded on **December 21, 2023** in the official public deed records of **Dallas County, Texas**.

Legal Description: Being Lot 22, in Block 6, of Arapaho East, Section Two, an Addition to the City of Richardson, Dallas County, Texas, according to the Map thereof recorded in Volume 71078, Page 29, of the Map Records of Dallas County, Texas.

More commonly known as: 1411 N. Yale Boulevard, Richardson, Texas 75081

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 'Taylor J. Monroe', is written over a horizontal line.


Taylor J. Monroe, Managing Attorney
The Monroe Law Firm, PLLC
SBN: 24117670
tmonroe@monroeelitlaw.com
5700 Tennyson Parkway, Ste. 300
Plano, Texas 75024
(972) 619-3588
www.monroeelitlaw.com

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2025 JUL 15 PM 2:38

NOTICE OF ASSESSMENT LIEN SALE

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY 

WHEREAS, on or about December 27, 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 Mustafa Sani Bello, the present owner of said real property, to Townhomes of Brick Row Homeowners Association, Inc. (the "Association"); and

WHEREAS, the said Mustafa Sani Bello has continued to default in the payment of her 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 7A, Block J, of McKamy Park Addition an addition to the City of Richardson, Dallas County Texas according to the map thereof recorded in CC NO 20080288069 Real Property Records Dallas County Texas. (655 Matthew PL)

WITNESS my hand this 3rd day of July, 2025

TOWNHOMES OF BRICK ROW HOMEOWNERS
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.

CAUSE NO. DC-25-01560

IN RE: ORDER FOR FORECLOSURE
CONCERNING

655 Matthew PL
Richardson, TX 75081

UNDER TEX. R. CIV. PROC. 736

AND MUSTAFA SANI BELLO

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IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

95TH JUDICIAL DISTRICT

DEFAULT ORDER FOR FORECLOSURE

On January 29, 2025, the Application for Foreclosure under Tex. R. Civ. Proc. 736 in the above-entitled cause of action was presented to the Court. Townhomes of Brick Row Homeowners Association, Inc. (the "Association"), Petitioner herein, seeks an order pursuant to Tex. R. Civ. Proc. 736 to foreclose the Association's assessment lien against 655 Matthew PL, Richardson, Texas 75081, and further described as follows:

Lot 7A, Block J, of McKamy Park Addition an addition to the City of Richardson, Dallas County Texas according to the map thereof recorded in CC NO 20080288069 Real Property Records Dallas County, Texas. (655 Matthew PL) (hereinafter the "Property").

The Court finds that the Association's Application for Foreclosure complies with Rule 736.1 of the Tex. R. Civ. Proc. and was properly served in accordance with Rule 736.4 of the Tex. R. Civ. Proc. The Court further finds that Respondent has not previously filed a response, and the return of service has been on file with the clerk of the Court for at least 10 days before the date of this Order. The Court finds that the name and last known address of each respondent is as follows:

Mustafa Sani Bello
655 Matthew PL
Richardson, Texas 75081

Pursuant to Rule 736.7 of the Tex. R. Civ. Proc., all facts alleged in the Application for Foreclosure and supported by the affidavit of material facts constitute prima facie evidence of the truth of the matters alleged. The Court further finds as follows:

1. This proceeding is brought in the county in which all or part of the real property encumbered by the lien sought to be foreclosed is located.
2. The Association is governed by the First Amended and Restated Declaration of Covenants, Conditions and Restrictions for Townhomes of Brick Row (the "Declaration"), as corrected and supplemented from time to time.
3. The Property is subject to and governed by the Declaration.
4. By virtue of Respondent's acquisition of the Property, Respondent agreed to and became obligated by the Declaration to pay to the Association all assessments for the expense of administration, maintenance, upkeep and repair of the Community as assessed in accordance with the Declaration, as more particularly shown in Article V of the Declaration.
5. Article V, Section 5.12 of the Declaration creates an assessment lien against the Property to secure payment of assessments and other charges pursuant to Tex. R. Civ. Proc. 735.1(c) and Tex. Prop. Code 209.0092.
6. Article V, Section 5.12 of the Declaration further provides that the Association may foreclose its assessment lien by appropriate judicial or non-judicial proceedings.
7. During the period of Respondent's ownership, Respondent has been assessed maintenance fees in a non-discriminatory manner based on Respondent's ownership of the Property.

8. Article V, Section 5.11 of the Declaration and Texas Property Code 5.006 provide for recovery of attorney's fees and expenses incurred in the collection of delinquent assessments.
9. As of January 2, 2025, Respondent was 24 months in default in his obligations to the Association for a total of Eight Thousand Six Hundred and Fifty Two Dollars and Sixty Two Cents (\$8,652.62).
10. Respondent has been notified of the amounts due and unpaid attributed to Respondent's failure to pay the assessments and other charges by notice letter dated August 14, 2023.
11. A Notice of Lien was filed on or about December 27, 2023 at Instrument No. 202300258108 in the office of the County Clerk of Dallas County, Texas, and Respondent was notified of same by letter dated December 26, 2023.
12. The Association afforded Respondent thirty (30) days to cure the default pursuant to the December 26, 2023 letter, and such opportunity to cure the default has expired.
13. Prior to filing this Application, the Association performed all actions required under applicable law and the terms of the Declaration required prior to foreclosing the Association's assessment lien against the Property.

THE COURT THEREFORE GRANTS the Association's Application for Foreclosure under Tex. R. Civ. Proc. 736.

IT IS THEREFORE ORDERED that the Association may proceed with a foreclosure of its assessment lien on the Property under the terms of the Association's Declaration and Texas Property Code Section 51.002; and

IT IS FURTHER ORDERED that the Association shall send Respondent a copy of this Order with the notice of foreclosure sale sent to Respondent; and

IT IS FURTHER ORDERED that the Association may communicate with Respondent and all third parties as may be reasonably necessary to conduct the foreclosure sale of the Property.

SIGNED ON 6/13/2025


JUDGE PRESIDING