

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

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

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

Date: January 12, 2024

Borrower: Wolfe 211 N Ervay LLC, a Texas limited liability company

Borrower's Address: 5000 Legacy Drive, Unit 475  
Plano, Texas 75024

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

Holder's Address: 11650 South State Street, Suite 225  
Draper, Utah 84020

Substitute Trustee: H. Brandon Jones

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

Deed of Trust: Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing

Date: as of April 21, 2023

Grantor: Wolfe 211 N Ervay LLC, a Texas limited liability company

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

Original Trustee: Old Republic National Title Insurance Company

2024 JAN 12 PM 1:22  
JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY \_\_\_\_\_ DEPUTY

FILED

Secures: Promissory Note, dated as of April 21, 2023, in the original principal amount of \$13,475,000.00, executed by Borrower, payable to the order of Lender and currently held by Holder as amended by that certain Amendment No. 1 to Promissory Note by and between the Lender and Grantor where, among other things, the Maturity Date of the Promissory Note was extended to December 21, 2023.

Recording: Recorded on April 24, 2023, in the Official Public Records of Dallas County, Texas, as Instrument No. 202300079153.

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

Foreclosure Sale:

Date of Sale: Tuesday, February 6, 2024

Time of Sale: The sale of the Property will take place between the hours of 10:00 a.m. (which is the earliest time the sale will begin) and 1:00 p.m. local time.

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

Holder has appointed H. Brandon Jones as Substitute Trustees under the Deed of Trust upon the contingency and in the manner outlined by the Deed of Trust and in accordance with Chapter 51 of the Texas Property Code. Default has occurred pursuant to the provisions of the Deed of Trust as the Promissory Note matured on its own terms and the borrower thereunder has failed and refused to pay the amounts owing thereunder. The indebtedness evidenced by the Promissory Note is wholly due and owing. Holder has instructed Substitute Trustees, and each of them acting alone, to sell the Property toward the satisfaction of the Note.

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

described in the Deed of Trust in accordance with the Holder's rights and remedies under the Deed of Trust and Section 9.604 of the Texas Business and Commerce Code.

Notice is hereby given that on the Date of Sale, at the Time of Sale, Substitute Trustees, or any of them acting alone, will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "AS IS". THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION OR QUIET ENJOYMENT OR THE LIKE FOR THE PERSONAL PROPERTY INCLUDED IN THE SALE. Holder may bid by credit against the indebtedness secured by the Deed of Trust. The Substitute Trustee(s) conducting the Foreclosure Sale may, at their option, postpone the sale for a reasonable time to permit the highest bidder (if other than Holder) to produce cash to pay the purchase price bid, and the sale may be resumed if the bidder fails to produce cash to pay the purchase price within such time period, provided in any event the sale shall be concluded no later than 1:00 P.M. local time.

  
H. Brandon Jones, Substitute Trustee

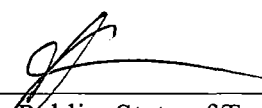
STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on this 12 day of January 2024, by H. Brandon Jones, as Substitute Trustee.

[SEAL]

My Commission Expires:

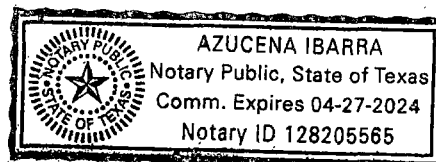
4-27-2024

  
Notary Public, State of Texas

Azucena Ibarra  
Printed Name of Notary

After recording return to:

H. Brandon Jones  
420 Throckmorton Street, Suite 1000  
Fort Worth, Texas 76102



## **EXHIBIT A**

### **(Real Property Description)**

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

BEING a 0.230 acre tract of land, situated in the J. Grigsby Survey, Abstract No. 495, and being a portion of Block 120/75, City of Dallas, according to the Map thereof recorded at the Map Records, Dallas County, Texas, and being all of that certain tract of land conveyed to ALTERRA 211 NORTH ERVAY, LLC as recorded in Instrument Number [201200371106], Official Public Records, Dallas County, Texas (O.P.R.D.C.T.), said 0.230 acre tract being more particularly described as follows:

BEGINNING at an "x" cut in concrete set at the southeast corner of said ALTERRA 211 NORTH ERVAY, LLC tract and being at the intersection of the northwest right-of-way line of Elm Street (80' R.O.W.) and the southwest right-of-way line of N. Ervay Street (50' R.O.W.);

THENCE South 76°00'00" West, along the northwest line of said Elm Street, for a distance of 50.00 feet to an X cut set in concrete for the southwest corner of said ALTERRA 211 NORTH ERVAY, LLC tract, same being the southeast corner of a tract of land conveyed to 1601 ELM HOLDINGS, L.P., as recorded in Instrument Number [201300215369], (O.P.R.D.C.T.);

THENCE North 14°00'00" West, along the common line of said ALTERRA 211 NORTH ERVAY, LLC tract and 1601 ELM HOLDINGS, L.P. tract, for a distance of 200.00 feet to an X cut set in concrete for the northwest corner of said ALTERRA 211 NORTH ERVAY, LLC tract, same being in the southeast right-of-way line of Pacific Avenue (80' R.O.W.);

THENCE North 76°00'00" East, along the southeast line of said Pacific Avenue, for a distance of 50.00 feet to an X cut set in concrete for the northeast corner of said ALTERRA 211 NORTH ERVAY, LLC tract, same being the intersection of the southeast line of said Pacific Avenue and the southwest line of aforementioned N. Ervay Street;

THENCE South 14°00'00" East, along the southwest line of said N. Ervay Street, for a distance of 200.00 feet to the POINT OF BEGINNING and containing 10,000 square feet or 0.230 acres of land, more or less.

THE ABOVE PROPERTY IS ALSO DESCRIBED BY CURRENT SURVEYOR METES AND BOUNDS AS FOLLOWS:

BEING A 0.230 ACRE TRACT OF LAND, SITUATED IN THE J. GRIGSBY SURVEY, ABSTRACT NO. 495, AND BEING A PORTION OF BLOCK 120/75, CITY OF DALLAS, ACCORDING TO THE MAP THEREOF RECORDED AT THE MAP RECORDS, DALLAS COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED TO ALTERRA 211 NORTH ERVAY, LLC AS RECORDED IN INSTRUMENT NUMBER 201200371106, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS (O.P.R.D.C.T.), SAID 0.230 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN "X" CUT IN CONCRETE FOUND AT THE SOUTHEAST CORNER OF SAID ALTERRA 211 NORTH ERVAY, LLC TRACT AND BEING AT THE INTERSECTION OF THE NORTHWEST RIGHT-OF-WAY LINE OF ELM STREET (80' R.O.W.) AND THE SOUTHWEST RIGHT-OF-WAY LINE OF N. ERVAY STREET (50' R.O.W.);

THENCE SOUTH 74°55'40" WEST, ALONG THE NORTHWEST LINE OF SAID ELM STREET, FOR A DISTANCE OF 50.00 FEET TO AN X CUT FOUND IN CONCRETE FOR THE SOUTHWEST CORNER OF SAID ALTERRA 211 NORTH ERVAY, LLC TRACT, SAME BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO 1601 ELM HOLDINGS, L.P., AS RECORDED IN INSTRUMENT NUMBER 201300215369, (O.P.R.D.C.T.);

THENCE NORTH 15°16'25" WEST, ALONG THE COMMON LINE OF SAID ALTERRA 211 NORTH ERVAY, LLC TRACT AND 1601 ELM HOLDINGS, L.P. TRACT, FOR A DISTANCE OF 200.56 FEET TO AN X CUT FOUND IN CONCRETE FOR THE NORTHWEST CORNER OF SAID ALTERRA 211 NORTH ERVAY, LLC TRACT, SAME BEING IN THE SOUTHEAST RIGHT-OF-WAY LINE OF PACIFIC AVENUE (80' R.O.W.);

THENCE NORTH 75°39'34" EAST, ALONG THE SOUTHEAST LINE OF SAID PACIFIC AVENUE, FOR A DISTANCE OF 50.96 FEET TO AN X CUT FOUND IN CONCRETE FOR THE NORTHEAST CORNER OF SAID ALTERRA 211 NORTH ERVAY, LLC TRACT, SAME BEING THE INTERSECTION OF THE SOUTHEAST LINE OF SAID PACIFIC AVENUE AND THE SOUTHWEST LINE OF AFOREMENTIONED N. ERVAY STREET;

THENCE SOUTH 15°00'01" EAST, ALONG THE SOUTHWEST LINE OF SAID N. ERVAY STREET, FOR A DISTANCE OF 199.90 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,000 SQUARE FEET OR 0.230 ACRES OF LAND, MORE OR LESS.

## DESCRIPTION OF PERSONAL PROPERTY

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

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

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

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

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

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

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

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

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

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

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

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

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

As used in this description of Personal Property the terms "Obligations", "Note", "Trust Estate", "Property", "Improvements", and "Personal Property" shall have the meanings set forth in the Deed of Trust.

## 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.**

WHEREAS, on July 28, 2021, Richard Bowie Hill Intervivos Trust ("Borrower"), executed a Deed of Trust and Promissory Note conveying to David Baty, Trustee for the benefit of Texas Republic Bank, N.A. ("Beneficiary"), certain real property situated in Dallas County, Texas and herein described, together with all improvements thereon (the "Real Estate"), to secure payment by Borrower of the Note secured by that first lien and Deed of Trust, filed for record in the deed records of Dallas County, Texas on August 4, 2021, as Document Number 2021-202100232788 (the "Deed of Trust") naming Beneficiary as lienholder and Borrower as Grantor in the amount of One Million Two Hundred Fifty Thousand and NO/100 Dollars (\$1,250,000.00) plus all other indebtedness and liabilities of all kinds of Grantor to Beneficiary then existing or thereafter arising (the "Indebtedness");

WHEREAS, Mark D. Winnubst was appointed by Beneficiary as the Substitute Trustee pursuant to the Appointment and Designation of Substitute Trustee, dated October 12, 2023, and recorded in the Deed Records of Dallas County, Texas.

WHEREAS, default has occurred in the payment of the Indebtedness by Borrower and accordingly Beneficiary has requested the undersigned to sell said Real Estate to satisfy the obligations of the Deed of Trust.

NOW, THEREFORE, Notice is hereby given that on Tuesday, the 6<sup>th</sup> day of February, 2024, with the sale to begin between ten (10:00) o'clock a.m., or not later than three (3) hours after that time, I will sell said Real Estate to the highest bidder for cash by public sale at auction at the NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONERS' OFFICE or as designated by the County Commissioners Court.

Said Real Estate is described as follows:

*Unit No. 1304 and 1305, in Building A and their appurtenant undivided interest in and to the general and limited common elements of The Centrum Tower, a Residential Condominium in the City of Dallas, Dallas County, Texas, according to the Declaration recorded in Volume 2005153, Page 132, of the Condominium Records of Dallas County, Texas, when taken with all Amendments and/or Supplements thereto.*

Subject to all the easements, deed restrictions, and reservations of record.

Property Address: 3111 Welborn Street, #1304  
Dallas, Texas 75219

BY  
JAN 12 PM 12:19  
ARREN  
CLERK  
DALLAS COUNTY  
DEPUTY

FILED



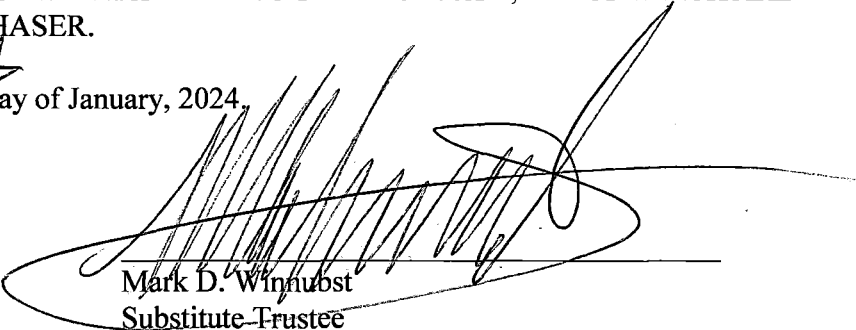
Mortgage Servicer: Texas Republic Bank N.A.

Note Holder: Texas Republic Bank, N.A.  
2595 Preston Road  
Suite 100  
Frisco, Texas 75034

The sale noticed herein shall include the interest of Beneficiary in all fixtures and personal property, if any, covered by the Deed of Trust and any other documents executed in connection with or as security for the Indebtedness. Beneficiary, having directed the undersigned to sell, the undersigned hereby notices the sale of said fixtures and personalty pursuant to the rights granted to Beneficiary under Section 9.501(d) of the Texas Uniform Commercial Code.

THE SALE OF THE PROPERTY IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE TRUSTEE, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. NEITHER BENEFICIARY NOR THE TRUSTEE MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COMPLIANCE WITH LAWS, RULES, AGREEMENT OR SPECIFICATIONS, NOR WITH RESPECT TO CONDITION, QUALITY, CAPACITY, DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH ARE EXPRESSLY WAIVED BY PURCHASER.

Witness my hand this 12<sup>th</sup> day of January, 2024.



Mark D. Winnubst  
Substitute Trustee  
Sheils Winnubst PC  
1701 N. Collins Blvd., Suite 1100  
Richardson, Texas 75080

FILED

**Notice of Foreclosure Sale**

2024 JAN 12 AM 9:49

January 11, 2024

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

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

Deed of Trust ("Deed of Trust"):

Dated: July 29, 2011

Grantor: Emilio Manuel Noyola Ramirez

Trustee: Gary Werley

Lender: Capital Plus I, LTD

Recorded in: Instrument No. 201100204304 of the real property records of Dallas County, Texas

Legal Description: Lot 59, Block 37/7272, of CASA VIEW HEIGHTS No. 8, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 19, Page 453, of the Map Records of Dallas County, Texas  
Which currently has the address of: 2418 Tolosa Drive, Dallas, TX 75228

Secures: Promissory Note ("Note") in the original principal amount of \$76,000.00, executed by Emilio Manuel Noyola Ramirez ("Borrower") and payable to the order of Lender

Assignment: The Note and the liens and security interests of the Deed of Trust were transferred and assigned to Texas Bank Financial dba Texas Bank Mortgage Company ("Beneficiary") by an instrument dated July 22, 2013, recorded in Instrument No. 201300241752 of the real property records of Dallas County, Texas

Substitute Trustee: Craig C. Lesok

Substitute Trustee's Address: 226 Bailey Ave, Ste 101, Fort Worth, TX, 76107

Foreclosure Sale:

Date: Tuesday, February 6, 2024

Time: The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 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: 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: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Texas Bank Financial dba Texas Bank Mortgage Company's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Texas Bank Financial dba Texas Bank Mortgage Company, the owner and holder of the Note, 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 Texas Bank Financial dba Texas Bank Mortgage Company's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Texas Bank Financial dba Texas Bank Mortgage Company'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 Texas Bank Financial dba Texas Bank Mortgage Company 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 Texas Bank Financial dba Texas Bank Mortgage Company. 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 51.0075(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.

**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 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.**



Craig C. Lesok  
Attorney for Beneficiary  
SBOT No. 24027446



Craig C. Lesok  
226 Bailey Ave, Ste 101  
Fort Worth, TX 76107  
Telephone (817) 882-9991  
Telecopier (817) 882-9993  
E-mail: craig@lesoklaw.com

## NOTICE OF FORECLOSURE 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.

### RECITALS:

- A. HomeCo Partners, LLC (the "Holder") is the current owner and holder of the Promissory Note described below.
- B. The Promissory Note is secured by the Commercial Investor Deed of Trust described below.
- C. The Borrower named below is in default under the Promissory Note and the Commercial Investor Deed of Trust and the default has not been cured after receiving notice of default and opportunity to cure.
- D. The undersigned has accelerated the indebtedness evidenced by the Promissory Note.

### NOTICE OF FORECLOSURE SALE:

Notice is given that the Property described below shall be sold at public auction on the date, at the time, and in accordance with the terms contained in this Notice of Foreclosure Sale and the applicable laws of the State of Texas.

#### 1. Date, Time, and Place of Sale:

**Date:** The sale shall be held on Tuesday, February 6, 2024.

**Time:** The sale will begin at 10:00 AM and will be conducted within three hours thereafter.

**Place:** 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 Foreclosure Sale is posted).

#### 2. Terms of Sale:

Because of the default in performance of the obligations secured by the Deed of Trust, the Trustee will sell the property "As Is" by public auction to the highest bidder for cash or cash equivalent.

**3. Instrument to be Foreclosed:**

The security instrument to be foreclosed is the Deed of Trust dated September 28, 2023 by OWE Home Buyers LLC, a Wyoming limited liability company, as grantor(s), to GARY LANCASTER, as Trustee, said instrument having been assigned to NIGHTINGALE LAW GROUP PLLC, as Trustee, via Appointment of Successor Trustee, filed in the Real Property Records of Dallas County, Texas, for the benefit of Southern Flipco Financial, LLC as beneficiary, and recorded under 202300200445 in the official public records of Dallas County, Texas. Said security instrument having been assigned to HomeCo Partners, LLC.

**4. Name and Address of Trustee:**

The name of the Trustee is: NIGHTINGALE LAW GROUP PLLC: CASEY MARCIN AND/OR KATIE WOLLFARTH

The address of the Trustee is: 12140 Wickchester Lane, Suite 111, Houston, Texas 77079.

**5. Obligations Secured:**

The indebtedness evidenced by the Promissory Note in the original principal amount of five hundred twenty-four thousand seventy-six dollars and fifty cents. (\$524,076.50) including all accrued and unpaid interest and all other amounts payable by the debtor[s] as described in the promissory note, any other related documents and all modifications, renewals, and extensions thereof. is the current lien holder of the Deed of Trust and the current owner and holder of the Promissory Note.

**6. Property to Be Sold:**

The property to be sold is described as follows:

See attached Exhibit A incorporated herein as if set forth at length.

**7. Additional Provisions:**

Default has occurred in the payment of the Promissory Note and in the performance of the obligations of the Deed of Trust. Because of that default, Holder, has requested Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is 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 Holder's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

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

If Holder 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 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 released or 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 by Holder from the security interest of the Deed of Trust. Prospective bidders are urged to examine the applicable property records to determine the nature and extent of such matters, if any.

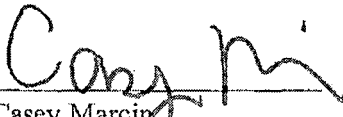
Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical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

Pursuant to Section 51.0075(a) of the Texas Property Code, 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 Trustee.

This Notice of Foreclosure Sale is executed this 11th day of January 2024.

NIGHTINGALE LAW GROUP, PLLC

By:

  
Casey Marcini  
12140 Wickchester Drive, Suite 111  
Houston, Texas 77079

## **EXHIBIT A**

### **Legal Description of Real Property**

[Commonly known as 339 S Montclair Avenue Dallas, Texas 75208 and by Tax Parcel ID No.  
00000276766000000]

Lot 8, in Block 1B/350, of Amended Map of Lots 12,13,14,15,16,17 Block 1B and Lots 19,20 & 21 Block 1C Taylor & Lowrance Addition, an Addition to the city of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 1, Page 430, of the Map Records of Dallas County, Texas



FILED

2024 JAN 11 PM 2:30

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
DEPUTY

NOTICE OF FORECLOSURE SALE  
AND  
APPOINTMENT OF SUBSTITUTE TRUSTEE

FILED  
2024 JAN 11 PM 2:30

BY            **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 17, 2022 (on or about)  
Grantor: It Takes 2 LLC  
Trustee: David Gibson  
Current Lender: Black Label Capital, LLC  
Recorded in: Instrument No. 202200272558 recorded on October 17, 2022 in the real property records of Dallas County, Texas.  
Legal Description: Lot 13 in Block T/6256 of Home Garden Addition, Unit No. 3, an addition to the City of Dallas, Texas, according to the map thereof recorded in Volume 6, Page 166, Map Records, Dallas County, Texas.

**More commonly known as: 614 Ezekial Avenue, Dallas, Texas 75217**

**Foreclosure Sale:**

Date: Tuesday, February 6, 2024  
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 George Allen Courts Building at 600 Commerce Street, Dallas, Texas 75202 outside the north side of the George Allen Courts Building, facing Commerce Street, 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: David R. Gibson, Reagan R. Herod, Lauren M. Upshaw, Taylor J. Monroe, Leah Duncan Bundage, Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, Jane Kline, Payton Hreha or Chasity Lewallen.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, 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: January 11, 2024**

Respectfully submitted,



---

David R. Gibson

SBN: 07861220

david.gibson@gibsonlawgroup.com

15400 Knoll Trail Dr., Ste. 205

Dallas, Texas 75248

P: (817) 769-4044

F: (817) 764-4313

15L98945

23TX373-0205

5100 VERDE VALLEY LN UNIT 176, DALLAS, TX 75254

## NOTICE OF FORECLOSURE SALE

Property:

The Property to be sold is described as follows:

UNIT NO. 176, IN BUILDING 115, AND ITS APPURTENANT UNDIVIDED INTEREST IN AND TO THE GENERAL AND LIMITED COMMON ELEMENTS OF BOARDWALK ON THE PARKWAY, A CONDOMINIUM REGIME IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE CONDOMINIUM DECLARATION RECORDED IN/UNDER VOLUME 82208, PAGE 1244, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS, TOGETHER WITH ANY AND ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO

Security Instrument:

Deed of Trust dated January 26, 2018 and recorded on February 1, 2018 as Instrument Number 201800029175 in the real property records of DALLAS County, Texas, which contains a power of sale.

Sale Information:

February 06, 2024, at 10:00 AM, or not later than three hours thereafter, at the north side of the George Allen Courts Building facing Commerce Street below the overhang, or as designated by the County Commissioners Court.

Terms of Sale:

Public auction to highest bidder for cash. In accordance with Texas Property Code section 51.009, the Property will be sold as is, without any expressed or implied warranties, except as to warranties of title, and will be acquired by the purchaser at its own risk. In accordance with Texas Property Code section 51.0075, the substitute trustee reserves the right to set additional, reasonable conditions for conducting the sale and will announce the conditions before bidding is opened for the first sale of the day held by the substitute trustee.

Obligation Secured:

The Deed of Trust executed by MATIAS IGNACIO VENECIA secures the repayment of a Note dated January 26, 2018 in the amount of \$143,075.00. FREEDOM MORTGAGE CORPORATION, whose address is c/o Freedom Mortgage Corporation, 951 Yamato Road, Suite 175, Boca Raton, FL 33431, is the current mortgagee of the Deed of Trust and Note and Freedom Mortgage Corporation is the current mortgage servicer for the mortgagee. Pursuant to a servicing agreement and Texas Property Code section 51.0025, the mortgagee authorizes the mortgage servicer to administer the foreclosure on its behalf.

Substitute Trustee:

In accordance with Texas Property Code section 51.0076 and the Security Instrument referenced above, mortgagee and mortgage servicer's attorney appoint the substitute trustees listed below.


BY  
JOHN E. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
2024 JAN 11 PM 1:05

FILED

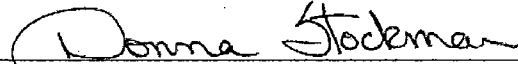
Substitute Trustee(s): John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Ramiro Cuevas, Cary Corenblum, Matthew Hansen, Joshua Sanders, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Kathy Arrington, Janet Pinder, Brandy Bacon, Jamie Dworsky, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Brenda Wiggs, Angela Cooper, Carol Dunmon, Jane Kline, Payton Hreha, Chasity Lewallen, Heather Rich, DeeAnn Gregory, Jeff Elliott, Dustin George

**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.**

**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.**



Miller, George & Suggs, PLLC  
Tracey Midkiff, Attorney at Law  
Jonathan Andring, Attorney at Law  
Rachel Son, Attorney at Law  
6080 Tennyson Parkway, Suite 100  
Plano, TX 75024



Substitute Trustee(s): John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Ramiro Cuevas, Cary Corenblum, Matthew Hansen, Joshua Sanders, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Kathy Arrington, Janet Pinder, Brandy Bacon, Jamie Dworsky, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Brenda Wiggs, Angela Cooper, Carol Dunmon, Jane Kline, Payton Hreha, Chasity Lewallen, Heather Rich, DeeAnn Gregory, Jeff Elliott, Dustin George  
c/o Miller, George & Suggs, PLLC  
6080 Tennyson Parkway, Suite 100  
Plano, TX 75024

Certificate of Posting

I, Donna Stockman, declare under penalty of perjury that on the 11 day of January, 2024, I filed and posted this Notice of Foreclosure Sale in accordance with the requirements of DALLAS County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).

812 CARBONA DR  
DALLAS, TX 75217

00000009820697

**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: February 06, 2024

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 October 03, 2007 and recorded in Document CLERK'S FILE NO. 20070373674 real property records of DALLAS County, Texas, with OFELIA FERNANDEZ AND JUAN FERNANDEZ AKA JUAN LUIS FERNANDEZ, A MARRIED PERSON, grantor(s) and BANK OF AMERICA, N.A., mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by OFELIA FERNANDEZ AND JUAN FERNANDEZ AKA JUAN LUIS FERNANDEZ, A MARRIED PERSON, securing the payment of the indebtednesses in the original principal amount of \$25,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. BANK OF AMERICA, N.A. 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. BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP  
7105 CORPORATE DRIVE  
PLANO, TX 75024

BY  
DEPUTY  
DALLAS COUNTY  
COUNTY CLERK  
JOHN F. WARREN

2024 JAN 11 PM 1:07

FILED



**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 JOHN BEAZLEY, LOGAN THOMAS, PHILLIP PIERCEALL, TERRY WATERS, DOUGLAS RODGERS, CLAY GOLDEN, BRUCE MILLER, RAMIRO CUEVAS, CARY CORENBLUM, MATTHEW HANSEN, JOSHUA SANDERS, AUCTION.COM, MICHELLE SCHWARTZ, GUY WIGGS, DAVID STOCKMAN, DONNA STOCKMAN, KATHY ARRINGTON, JANET PINDER, BRANDY BACON, JAMIE DWORSKY, STOCKMAN FORECLOSURE SERVICES INC., ROBERT FORSTER, JEFFREY 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 \_\_\_\_\_, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320. I declare under penalty of perjury that on \_\_\_\_\_ 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: \_\_\_\_\_

Date: \_\_\_\_\_

812 CARBONA DR  
DALLAS, TX 75217

00000009820697

00000009820697

DALLAS

**EXHIBIT "A"**

LOT 3-A OF THE REPLAT OF TRACT 3 AND 4, BLOCK C/6289 OF ROSEMONT ACRES ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 15, PAGE 16, MAP RECORDS, DALLAS COUNTY, TEXAS

BEING THAT PARCEL OF LAND CONVEYED TO JUAN FERNANDEZ FROM THE NORVELL L FINNEY AND CAROLYN J FINNEY TRUST, DEBRA J. CODY TRUSTEE BY THAT DEED DATED 09/30/2002 AND RECORDED 09/30/2002 IN INSTRUMENT NUMBER 20022010363 OF THE DALLAS COUNTY, TX PUBLIC REGISTRY.



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.

5965-985

## NOTICE OF FORECLOSURE SALE

### 1 THE PROPERTY TO BE SOLD

COMMONLY KNOWN AS

2006 STOVALL DRIVE, DALLAS, TEXAS 75216

LEGAL DESCRIPTION

BEING LOT 23, BLOCK 1/4380, LEA CREST ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 16, PAGE 351, MAP RECORDS, DALLAS COUNTY, TEXAS.

### 2 THE DEED OF TRUST TO BE FORECLOSED UPON

RECORDED IN REAL PROPERTY RECORDS OF  
DALLAS COUNTY

RECORDED ON  
JUNE 11, 2010

UNDER DOCUMENT#  
201000144631

### 3 THE SALE IS SCHEDULED TO BE HELD

PLACE

DATE

TIME

NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING  
FACING COMMERCE STREET OR AS DESIGNATED BY THE  
COUNTY COMMISSIONER'S OFFICE

FEBRUARY 6, 2024

10:00 AM - 1:00 PM

### TERMS OF SALE

The sale will be conducted as a public auction to the highest bidder for cash. 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 § 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.

### OBLIGATIONS SECURED

The Deed of Trust executed by WILLIAM ADAMS and ANNIE MAE ADAMS, provides that it secures the payment of the indebtedness in the original principal amount of \$58,500.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. MORTGAGE ASSETS MANAGEMENT, LLC is the current mortgagee of the note and deed of trust and PHH MORTGAGE CORPORATION is the current mortgage servicer. A servicing agreement between the mortgager, whose address is 1661 Worthington Road, Suite #100, West Palm Beach, Florida 33409, and the mortgage service exists. TEXAS PROPERTY CODE § 51.0025 authorizes the mortgage servicer to collect the debt.

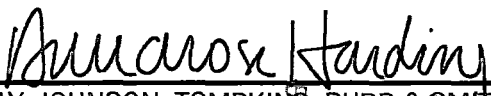
**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE, THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

In accordance with Texas Property Code § 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint the following as Substitute Trustee to act under and by virtue of said Deed of Trust:

SHELLEY ORTOLANI, MICHELE HREHA, MARY MANCUSO, FRANCESCA ORTOLANI, CAROL DUNMON, JANE KLINE, PAYTON HREHA, CHASITY LEWALLEN, NICHOLAS S. CAMPBELL, ANNAROSE M. HARDING, SARA A. MORTON, RICHARD McCUTCHEON, HALEY SHEPPARD, and/or BRANCH M. SHEPPARD.

ATTORNEYS AT LAW

Branch M. Sheppard  
Annarose M. Harding  
Sara A. Morton  
Richard McCutcheon

  
GALLOWAY, JOHNSON, TOMPKINS, BURR & SMITH  
A PROFESSIONAL LAW CORPORATION  
1301 McKinney Street, Suite 1400  
Houston, Texas 77010  
(713) 599-0700

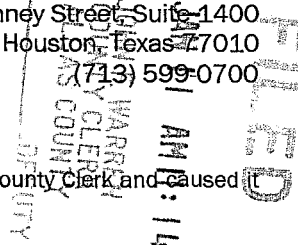
### CERTIFICATE OF POSTING

I declare under penalty of perjury that I filed this Notice of Foreclosure Sale at the office of the County Clerk and caused it to be posted at the location directed by the County Commissioners Court.

POSTED \_\_\_\_\_

NAME \_\_\_\_\_

TRUSTEE



**NOTICE OF SUBSTITUTE TRUSTEE SALE**

<b>Deed of Trust Date:</b> 8/19/2006	<b>Grantor(s)/Mortgagor(s):</b> SARAH BALINT, SINGLE PERSON, ARTHUR BRAVO, SINGLE PERSON
<b>Original Beneficiary/Mortgagee:</b> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS A NOMINEE FOR SUNTRUST MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS	<b>Current Beneficiary/Mortgagee:</b> J.P. Morgan Mortgage Acquisition Corp.
<b>Recorded in:</b> <b>Volume:</b> N/A <b>Page:</b> N/A <b>Instrument No:</b> 200600309614	<b>Property County:</b> DALLAS
<b>Mortgage Servicer:</b> Nationstar Mortgage LLC is representing the Current Beneficiary/Mortgagee under a servicing agreement with the Current Beneficiary/Mortgagee.	<b>Mortgage Servicer's Address:</b> 8950 Cypress Waters Blvd., Coppell, TX 75019
<b>Date of Sale:</b> 2/6/2024	<b>Earliest Time Sale Will Begin:</b> 10am
<b>Place of Sale of Property:</b> NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE.	

**Legal Description:** LOT 32, BLOCK 9/2092 OF LAKEWOOD HEIGHTS ADDITION, AN ADDITION TO THE CITY OF DALLAS IN DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 1, PAGE 518, MAP RECORDS, DALLAS COUNTY, TEXAS.

In accordance with TEX. PROP. CODE §51.0076 and the Deed of Trust referenced above, the undersigned as attorney for Mortgagee or Mortgage Servicer does hereby remove the original Trustee and all successor substitute trustees and appoints in their stead, Shelley Ortolani, Michèle Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, Jane Kline, Payton Hreha or Chasity Lewallen, Cole Patton, Myra Homayoun, Thuy Frazier, McCarthy & Holthus, LLP, as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original Trustee under there 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

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

The Property will be sold "AS IS," without any express or implied warranties, except as to warranties of title, and at the purchaser's own risk, pursuant to the terms of TEX. PROP. CODE §51.002 and §51.009. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Substitute Trustee reserves the right to set further reasonable conditions for conducting the public auction. 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.**

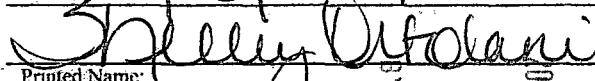
**NOTICE PURSUANT TO TEX. PROP. CODE § 51.002(f): ASSERT AND PROTECT YOUR RIGHTS AS MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU OR YOUR SPOUSE ARE SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL OR THE NATIONAL GUARD OF ANOTHER STATE OR AS 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: 1/5/2024



Thuy Frazier, Attorney  
McCarthy & Holthus, LLP  
1255 West 15th Street, Suite 1060  
Plano, TX 75075  
Attorneys for Nationstar Mortgage LLC

Dated: 1/10/2024



Printed Name:

Shelley Ortolani

Substitute Trustee  
c/o Tejas Trustee  
1255 West 15th Street, Suite 1060  
Plano, TX 75075

FILED  
024 JAN 11 AM 11:15  
JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
DEPUTY

**MH File Number:** TX-23-99769-POS  
**Loan Type:** Conventional Residential

23-156390

**Notice of Substitute Trustee's Sale**

**Notice Concerning Military 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. Tex. Prop. Code § 51.002(i)

<b>Deed of Trust Date:</b> March 23, 2007	<b>Original Mortgagor/Grantor:</b> DELORES N. WHEELER AND MELVIN WHEELER
<b>Original Beneficiary / Mortgagee:</b> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR UFS FINANCIAL GROUP, INC. D/B/A UNIQ FINANCIAL SERVICES., ITS SUCCESSORS AND ASSIGNS	<b>Current Beneficiary / Mortgagee:</b> U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2 ACQUISITION TRUST
<b>Recorded in:</b> <b>Volume:</b> N/A <b>Page:</b> N/A <b>Instrument No:</b> 20070122060	<b>Property County:</b> DALLAS
<b>Mortgage Servicer:</b> Selene Finance LP	<b>Mortgage Servicer's Address:</b> 3501 Olympus Blvd., Suite 500 Dallas, Texas 75019

\* 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.

**Secures:** Note in the original principal amount of \$108,000.00, executed by DELORES N. WHEELER and payable to the order of Lender.

**Property Address/Mailing Address:** 9206 SUGARBERRY ROAD, DALLAS, TX 75249

**Legal Description of Property to be Sold:** LOT 14, BLOCK 28/8605 OF THE WOODS FOURTEENTH SECTION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 79176, PAGE 1542, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS; TOGETHER WITH CERTIFICATE OF CORRECTION FILED FOR RECORD JANUARY 28, 1980, AND RECORDED IN VOLUME 80020, PAGE 304, DEED RECORDS, DALLAS COUNTY, TEXAS.

<b>Date of Sale:</b> February 06, 2024	<b>Earliest time Sale will begin:</b> 10:00 AM
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**Place of sale of Property:** NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

**Appointment of Substitute Trustee:** Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust, the same is now wholly due. Because of that default, *U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2 ACQUISITION TRUST*, the owner and holder of the Note, has requested Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, Jane Kline, Payton Hreha or Chasity Lewallen whose address is



14800 Landmark Blvd., Suite 850, Dallas, TX 75254, to sell the property. The Trustee(s) has/have been appointed Substitute Trustee in the place of the original trustee, in the manner authorized by the deed of trust.

**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 *U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2 ACQUISITION TRUST* bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

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, Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, Jane Kline, Payton Hreha or Chasity Lewallen whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, 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 Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, Jane Kline, Payton Hreha or Chasity Lewallen whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, Trustee.

**Limitation of Damages:** 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 Mortgagor, the Mortgagee, or the Mortgagee's attorney.

  
SUBSTITUTE TRUSTEE

Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca  
Ortolani, Carol Dunmon, Jane Kline, Payton Hreha or Chasity  
Lewallen, Trustee

c/o Robertson, Anschutz, Schneid, Crane & Partners, PLLC,  
13010 Morris Rd., Suite 450, Alpharetta, GA 30004; PH:  
(470)321-7112

# NOTICE OF TRUSTEE'S SALE

## DEED OF TRUST INFORMATION:

Grantor(s)	Mauricio Herrera Adame and Jessica Herrera	Deed of Trust Date	October 30, 2020
Original Mortgagee	Mortgage Electronic Registration Systems, Inc. (MERS), as beneficiary, as nominee for Prosperity Bank, its successors and assigns.	Original Principal	\$149,400.00
Recording Information	Instrument #: 202000332330 in Dallas County, Texas	Original Trustee	David Zalman
Property Address	2615 Province Lane, Dallas, TX 75228	Property County	Dallas

## MORTGAGE SERVICER INFORMATION:

Current Mortgagee	Prosperity Bank	Mortgage Servicer	Prosperity Bank
Current Beneficiary	Prosperity Bank	Mortgage Servicer Address	2101 Custer Road, Plano, TX 75075

## SALE INFORMATION:

Date of Sale	02/06/2024
Time of Sale	01:00 PM 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	John Beazley, Bob Dickerson, Aaron Parker, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Craig Muirhead, Doak Lambert, Wendy Lambert, Cary Corenblum, Matthew Hansen, Joshua Sanders, Shawn Schiller, Auction.com, Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, Jane Kline, Payton Hreha, Chasity Lewallen, Scott Crist, Jeremiah Hayes, 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: <b>BEING LOT 21, BLOCK 3/7304 OF PEAVY PARK SUBDIVISION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 20, PAGE 401, MAP RECORDS, DALLAS COUNTY, TEXAS.</b>
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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

TAHERZADEH, PLLC

NOTICE OF TRUSTEE'S SALE- 100-00718

PAGE 1

## NOTICE OF TRUSTEE'S SALE

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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.

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 refiling 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 January 10, 2024.

/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

23TX935-0512  
4720 BURMA ROAD, DALLAS, TX 75216

FILED

2024 JAN 11 AM 11:17

**NOTICE OF FORECLOSURE SALE**

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

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

Property:

The Property to be sold is described as follows:

THE PROPERTY DESCRIBED AS BEING LOT 5, IN BLOCK G/7650, OF CENTRAL AVE., #5, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 9, PAGE 347, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, TOGETHER WITH ALL GOODS THAT ARE OR WILL BE FIXTURES AND THAT ARE OR WILL BE LOCATED ON THE PREMISES, INCLUDING WITHOUT LIMITATION ALL AIR CONDITIONING, VENTILATING, PLUMBING, ELECTRICAL FIXTURES AND WIRING, AND REPLACEMENTS OF AND ADDITIONS TO THESE FIXTURES, ALL OF WHICH GRANTOR AGREES ARE OR WILL BE PART OF AND AFFIXED TO THE REAL ESTATE DESCRIBED IN THIS PARAGRAPH.

Security Instrument:

Deed of Trust dated August 19, 2006 and recorded on August 24, 2006 as Instrument Number 200600312933 in the real property records of DALLAS County, Texas, which contains a power of sale.

Sale Information:

February 06, 2024, at 10:00 AM, or not later than three hours thereafter, at the north side of the George Allen Courts Building facing Commerce Street below the overhang, or as designated by the County Commissioners Court.

Terms of Sale:

Public auction to highest bidder for cash. In accordance with Texas Property Code section 51.009, the Property will be sold as is, without any expressed or implied warranties, except as to warranties of title, and will be acquired by the purchaser at its own risk. In accordance with Texas Property Code section 51.0075, the substitute trustee reserves the right to set additional, reasonable conditions for conducting the sale and will announce the conditions before bidding is opened for the first sale of the day held by the substitute trustee.

Obligation Secured:

The Deed of Trust executed by NANCY COCHRAN secures the repayment of a Note dated August 19, 2006 in the amount of \$72,500.00. NATIONSTAR MORTGAGE LLC, whose address is c/o Nationstar Mortgage LLC, 8950 Cypress Waters Blvd., Coppell, TX 75019, is the current mortgagee of the Deed of Trust and Note and Nationstar Mortgage LLC is the current mortgage servicer for the mortgagee. Pursuant to a servicing agreement and Texas Property Code section 51.0025, the mortgagee authorizes the mortgage servicer to administer the foreclosure on its behalf.

Substitute Trustee:

In accordance with Texas Property Code section 51.0076 and the Security Instrument referenced above, mortgagee and mortgage servicer's attorney appoint the substitute trustees listed below.



4806418

Substitute Trustee(s): John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Ramiro Cuevas, Cary Corenblum, Matthew Hansen, Joshua Sanders, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Kathy Arrington, Janet Pinder, Brandy Bacon, Jamie Dworsky, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Brenda Wiggs, Angela Cooper, Carol Dunmon, Jane Kline, Payton Hreha, Chasity Lewallen, Heather Rich, DeeAnn Gregory, Jeff Elliott, Dustin George

**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.**

**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.**



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Miller, George & Suggs, PLLC  
Tracey Midkiff, Attorney at Law  
Jonathan Andring, Attorney at Law  
Rachel Son, Attorney at Law  
6080 Tennyson Parkway, Suite 100  
Plano, TX 75024



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Substitute Trustee(s): John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Ramiro Cuevas, Cary Corenblum, Matthew Hansen, Joshua Sanders, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Kathy Arrington, Janet Pinder, Brandy Bacon, Jamie Dworsky, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Brenda Wiggs, Angela Cooper, Carol Dunmon, Jane Kline, Payton Hreha, Chasity Lewallen, Heather Rich, DeeAnn Gregory, Jeff Elliott, Dustin George  
c/o Miller, George & Suggs, PLLC  
6080 Tennyson Parkway, Suite 100  
Plano, TX 75024

Certificate of Posting

I, \_\_\_\_\_, declare under penalty of perjury that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I filed and posted this Notice of Foreclosure Sale in accordance with the requirements of DALLAS County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).



# NOTICE OF TRUSTEE'S SALE

(per Texas Property Code, section 51.002)

FILED

2024 JAN 16 AM 9:13

January 15, 2024

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

Grantor/Borrower: Valerie Fridia

Original Trustee: Hudson Henley

Lender/Beneficiary: Optimistic Investments, LLC

Deed of Trust: Recorded with the County Clerk of Dallas County, Texas on November 8, 2022 with a Instrument #202200290036

Loan Amount: \$55,000

Legal Description: Being Lots 7 and 8, Block F, of Wheeler and Reuss Eagle Ford Addition, an Addition to the City of Dallas, Texas according to the Plat thereof recorded in Volume 8, Page 255, Map Records, Dallas County, Texas.

**Being more commonly known as 3428 Ladd Street, Dallas 75212**

## Public Sale Information:

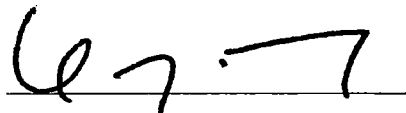
Date of Sale: 02/06/2024

Time of Sale: 10am to 1pm

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 overhand, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioners Court.

A default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Lender has requested the 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 Lender's bid may be by credit again the indebtedness secured by the lien of the Deed of Trust. Pursuant to the Deed of Trust, the Lender has the right to direct the Trustee to sell the property per 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. Any purchaser shall have no further recourse against the Lender or the Lenders Substitute Trustee.



George Roddy, Substitute Trustee

972-365-6379

FILED



**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

2024 JAN 17 AM 11:18

**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.: 099531-TX

Date: January 3, 2024

County where Real Property is Located: Dallas

ORIGINAL MORTGAGOR: JOSE M. PONCE AND SPOUSE, SUSANA HERNANDEZ TORRES

ORIGINAL MORTGAGEE: WELLS FARGO HOME MORTGAGE, INC.

CURRENT MORTGAGEE: U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS  
INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF LSRMF MH  
MASTER PARTICIPATION TRUST II

MORTGAGE SERVICER: FAY SERVICING, LLC

DEED OF TRUST DATED 7/15/2002, RECORDING INFORMATION: Recorded on 8/5/2002, as Instrument No.  
1935973 in Book 2002151 Page 13799

SUBJECT REAL PROPERTY (LEGAL DESCRIPTION): LOT 57, BLOCK E/8019 OF LAS VILLAS DE OAK  
CLIFF, PHASE 3, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS,  
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2001186, PAGE 7, MAP RECORDS,  
DALLAS COUNTY, TEXAS.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on 2/6/2024, 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 10:00 AM, 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.

FAY SERVICING, LLC is acting as the Mortgage Servicer for U.S. BANK TRUST NATIONAL ASSOCIATION,  
NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF LSRMF MH MASTER  
PARTICIPATION TRUST II who is the Mortgagee of the Note and Deed of Trust associated with the above  
referenced loan. FAY SERVICING, LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS  
TRUSTEE OF LSRMF MH MASTER PARTICIPATION TRUST II  
c/o FAY SERVICING, LLC  
1601 LBJ Freeway, Suite 150  
Farmers Branch, TX 75234



Matter No.: 099531-TX

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.

**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, WESLEY FOWLER-WILLIAMS, AUCTION.COM, MICHELLE SCHWARTZ, GUY WIGGS, DAVID STOCKMAN, DONNA STOCKMAN, JANET PINDER, BRANDY BACON, JAMIE DWORSKY, BRENDA WIGGS, PAUL A. HOEFKER** 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 Auction.com, 1 Mauchly, Irvine, CA 92618.

**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: 

Paul A. Hoefker, Attorney  
Aldridge Pite, LLP  
8880 Rio San Diego Drive, Suite 725  
San Diego, California 92108

**Return to:**

ALDRIDGE PITE, LLP  
8880 RIO SAN DIEGO DRIVE, SUITE 725  
P.O. BOX 17935  
SAN DIEGO, CA 92108-0935  
FAX #: 619-590-1385  
Phone: (866) 931-0036

FILED

**NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE  
TRUSTEE** 11 AM 11:18

**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 May 24, 2004 and recorded under Clerk's File No. 2907823, in the real property records of DALLAS County Texas, with Manuel A. Duran, joined herein pro forma by his wife, Sarah Y. Duran; and Luis C. Duran, an unmarried man as Grantor(s) and National City Mortgage Co. d/b/a Accubanc Mortgage, a subsidiary of National City Bank of Indiana as Original Mortgagee.

Deed of Trust executed by Manuel A. Duran, joined herein pro forma by his wife, Sarah Y. Duran; and Luis C. Duran, an unmarried man securing payment of the indebtedness in the original principal amount of \$158,646.00 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 Manuel A. Duran and Luis C. Duran. PNC Bank, National Association 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. PNC Bank, N.A. is acting as the Mortgage Servicer for the Mortgagee. PNC Bank, N.A., is representing the Mortgagee, whose address is: 3232 Newmark Drive, Miamisburg, OH 45342.

**Legal Description:**

**BEING LOT 5B, IN BLOCK 2/6598, OF REVISION OF LOTS 1 THRU 5, BLOCK 2/6598 OF TINSLEY SUBDIVISION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 44, PAGE 165, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.**

**SALE INFORMATION**

**Date of Sale: 02/06/2024**

**Earliest Time Sale Will Begin: 1:00 PM**

**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** Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Guy Wiggs, David Stockman, Brenda Wiggs, Donna Stockman, Kathy Arrington, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Angela Cooper, John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Joshua Sanders, Ramiro Cuevas, Matthew Hansen, Wesley Fowler-Williams, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Brandy Bacon, Jamie Dworsky, 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



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

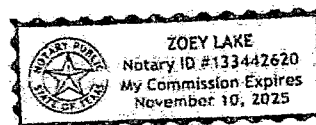
STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned Notary Public, on this day personally appeared Will Morphis 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 5th day of January, 2024.

  
Notary Public Signature



Posted and filed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

C&M No. 44-23-2898

## NOTICE OF FORECLOSURE SALE

FILED

2024 JAN 11 AM 11:19

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

### Deed of Trust:

Dated: September 22, 2022  
Grantor: PEOPLE PRIORITY SOLUTIONS, LLC, a Texas Limited Liability Company  
Trustee: Matthew C. Aycock  
Lender: CR LENDING, LLC, a Texas Limited Liability Company, as to an undivided 100% interest  
Loan Servicer: CONRAD PROPERTIES, LLC, a Texas Limited Liability Company  
Recorded: **Instrument #202200255005**, recorded on September 26, 2022, in the official Real Property (Deed) Records of Dallas County, Texas  
Secures: **Promissory Note** ("Note") in the original principal amount of \$180,000.00, executed by Lawrence Montrel Fuller a/k/a Lawrence Montrel Fuller III, Manager of and on behalf of PEOPLE PRIORITY SOLUTIONS, LLC ("Borrower") and payable to the order of Lender  
Maturity Date: March 22, 2023

### **Legal Description:**

**LOT 7, BLOCK A/1955, HAMILTON'S ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 2, PAGE 150, MAP RECORDS OF DALLAS COUNTY, TEXAS; AND COMMONLY KNOWN AS 2726 CARPENTER AVE, DALLAS, DALLAS COUNTY, TEXAS 75215**

### **Substitute Trustee(s):**

Bennett M. Wyse, Ted Gambordella, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Guy Wiggs, David Stockman, Brenda Wiggs, Donna Stockman, Kathy Arrington, Janet Pinder, Brandy Bacon, Michelle Schwartz and/or Jamie Dworsky

### **FORECLOSURE SALE:**

Date: **Tuesday, February 6, 2024**

Time: The sale of the Property will be held between the hours of **1:00 p.m. and 4:00 p.m.** local time; the earliest time at which the Foreclosure Sale will begin is **1:00 p.m.** and not later than three hours thereafter.

Place: **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 DALLAS COUNTY**



## COMMISSIONERS COURT

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 or Loan Servicer's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, or its Loan Servicer, 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, or Loan Servicer'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 or Loan Servicer passes the Foreclosure Sale, then 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, or Loan Servicer. 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 51.0075(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  
HEREIN TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT**

**IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY, SUBSTITUTE TRUSTEE, OR OTHER AUTHORIZED AGENT OF THE MORTGAGEE OR LOAN SERVICER.**

**SUBSTITUTE TRUSTEE:**



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Bennett M. Wyse, Substitute Trustee  
Texas State Bar No. 24008315  
**PRATT AYCOCK, LTD.**  
5910 N. Central Expwy, Suite 920  
Dallas, Texas 75206  
Office Tel: 469-807-3043  
Alt. Tel: 214-473-5551  
Fax: 214-540-9333  
Email: [bwyse@prattaycock.com](mailto:bwyse@prattaycock.com)



**NOTICE OF FORECLOSURE SALE**

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 & TIME OF SALE:** Tuesday, the **6th day of February, 2024** (which is the first Tuesday of that month). The earliest time at which the sale shall occur is **1:00 p.m.** The sale shall begin at that time or not later than three (3) hours after that time.

**PLACE OF SALE:** At the area designated by the Commissioner's Court of Dallas County, Texas, pursuant to Court Order No. 2009-0463, dated March 10, 2009, filed and recorded in the Official Public Records of Dallas County, Texas. Such designation is as follows: "the area outside on the North side of the George Allen Courts Building facing Commerce Street below the overhang..." or as designated by the County Commissioners.

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

**CONDOMINIUM:** Condominium Declaration for Lakes of Bent Tree Condominiums, filed of record on June 25, 1982, as Document Number 198201253818, at Volume 82125, Page 1602, et seq., of the condominium records of Dallas County, Texas, and each and every subsequent amendments and supplements thereto, referred to as the "Declaration."

**SUBJECT PROPERTY DESCRIPTION:** Unit No. 5030, Building D, and 1.38 percent interest in and to the general and limited common elements of Lakes of Bent Tree Condominiums, a condominium regime in the City of Dallas, Dallas County, Texas, according to the Condominium Declaration dated June 25, 1982, file(d) June 25, 1982, recorded in/under Volume 82125, Page 1602, of the Real Property Records of Dallas County, Texas, when taken with all Amendments and/or Supplements thereto; said Unit having a common street address of **5030 Westgrove Drive, Dallas, Texas 75248** (the "Property").

**POWER OF SALE:** As per Chapters 51 & 82 of the Texas Property Code and the Declaration.


**OBLIGOR:**     **DAVID B. HALEY**

**OBLIGEE:**     **LAKES OF BENT TREE CONDOMINIUM ASSOCIATION**

Therefore, at the date, time and place set forth above, the undersigned Trustee will sell the Property to the highest bidder for cash.

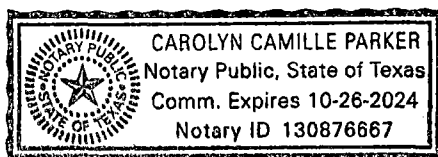
IN WITNESS WHEREOF this Notice of Foreclosure Sale has been executed on January 11, 2024.

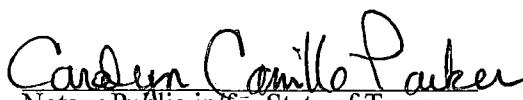
TRUSTEE for  
**LAKES OF BENT TREE CONDOMINIUM ASSOCIATION**

  
Julie E. Blend  
JULIE E. BLEND PLLC  
4101 McEwen, Suite 615  
Dallas, Texas 75244  
jblend@blend-law.com  
214-521-2800 (o)

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on January 11, 2024, by Julie E. Blend.



  
Notary Public in/for State of Texas

**Notice of Substitute Trustee's Sale**

**FILED**

2024 JAN 16 AM 10:05

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

Date: January 16, 2024

Borrower: 14725 Preston, LLC, a Texas limited liability company

Borrower Address: 14719 Preston Road, Dallas, TX 75254

Holder of the Note and Deeds of Trust: Trident Realty Investments, LLC, a Texas limited liability company

Holder of the Note and Deeds of Trust Address: c/o Longhorn III Investments, LLC, 17103 Preston Road, Suite 250, Dallas, TX 75248

Note: Promissory Note dated as of December 30, 2021, executed by 14725 Preston, LLC, a Texas limited liability company, in favor of Trident Realty Investments, LLC, a Texas limited liability company

Indebtedness Secured: \$7,420,000.00

**Deed of Trust-1**

Title: Deed of Trust Security Agreement - Financing Statement

Date: December 30, 2021

Grantor: 14725 Preston, LLC, a Texas limited liability company

Lender: Trident Realty Investments, LLC, a Texas limited liability company

Recording Information: Document Number 202100390237, in the official public records of Dallas County, Texas

Property: The Property described on Exhibit A-1, attached hereto and made a part hereof, together with all the improvements then, now, or hereafter erected on the property, and all easements, appurtenances, and fixtures, then, now, or hereafter a part of the Property, and including all replacements and additions

County: Dallas County, Texas

**Deed of Trust-2**

Title: Deed of Trust Security Agreement - Financing Statement

Date: December 30, 2021

Grantor: Signature Place Properties LLC, a Delaware limited liability company

Lender: Trident Realty Investments, LLC, a Texas limited liability company

Recording Information: Document Number 202100390238, in the official public records of Dallas County, Texas

Property: The Property described on Exhibit A-2, attached hereto and

County:

made a part hereof, together with all the improvements then, now, or hereafter erected on the property, and all easements, appurtenances, and fixtures, then, now, or hereafter a part of the Property, and including all replacements and additions  
Dallas County, Texas

Substitute Trustee(s):

David Garvin, and/or Michelle Schwartz, and/or Kelly Goddard, and/or Cole Emert

Substitute Trustee's(s')  
Address:

c/o Foreclosure Services, LLC  
8101 Boat Club Road, Suite 320  
Fort Worth, Texas 76179  
(817) 236-0064  
Attn: David Garvin/Michelle Schwartz/Kelly Goddard

c/o Longhorn Investments  
17103 Preston Road, Suite 250  
Dallas, Texas 75248  
214-420-7312  
Attn: Cole Emert

Date of Sale:

February 6, 2024

Time of Sale:

The earliest time at which the sale shall occur is 11:00 o'clock a.m. The sale shall begin at that time or not later than three hours after that time.

Place of Sale:

The area outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, located at 600 Commerce Street, Dallas, Texas 75202

Holder of the Note and Deed of Trust-1 and Deed of Trust-2 (collectively, the "Deeds of Trust") has appointed the Substitute Trustees under the Deeds of Trust upon the contingency and in the manner outlined by the Deeds of Trust and in accordance with the Texas Property Code. Default has occurred under the provisions of the Deeds of Trust and the indebtedness evidenced by the Note and Deeds of Trust is now wholly due. Holder of the Note and Deeds of Trust has instructed the Substitute Trustees to offer the Property described on Exhibit A-1 and the Property described on Exhibit A-2 (collectively, the "Property") for sale toward the satisfaction of the Note.

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

Notice is given that on the Date of Sale, the Substitute Trustees will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "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, and subject to all liens, exceptions to title, easements, restrictions, and encumbrances affecting any of the Property or title thereto which have equal or superior priority to the lien and security interest created by the Deeds of Trust. The earliest time the sale will occur is the Time of Sale, and the sale will be conducted no later than three hours thereafter. THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, OR QUIET ENJOYMENT OR THE LIKE FOR THE PERSONAL PROPERTY INCLUDED IN THE SALE. Holder of the Note and Deeds of Trust may bid by credit against the indebtedness secured by the Deeds of Trust. The Substitute Trustee conducting the Foreclosure Sale may, at his or her option, postpone the sale for a reasonable time to permit the highest bidder (it other than Holder of the Note and Deeds of Trust) to produce cash to pay the purchase price bid, and the sale may be resumed if the bidder fails to produce cash to pay the purchase price within such time period, provided in any event the sale shall be concluded no later than 4:00 p.m. local time.

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 Foreclosure Sale supersedes any prior notice of foreclosure sale.

15 IN WITNESS WHEREOF, the Substitute Trustee has signed this notice as of January  
\_\_\_\_\_, 2024.

By: Cole Emert  
Name: Cole Emert  
Title: Substitute Trustee

## EXHIBIT "A-1"

### Property Description

#### **TRACT 1 - FEE SIMPLE**

All that certain lot, tract or parcel of land situated in the A. Bledsoe Survey, Abstract No. 157, the T. Garvin Survey, Abstract No. 524 and the F. M. Wiggington Survey, Abstract No. 1610, City of Dallas, Dallas County, Texas, and being a part of Lot 1B, Block A/8174, Rostland Subdivision No. 3, an addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 93079, Page 168, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with yellow plastic cap stamped "GSES, INC., RPLS 4804" found at the southeast corner of said Lot 1B, Block A/8174; said point also being the northeast corner of Lot 1B, Block A/8164, Preston on the Lake Replat, an addition to the City of Dallas, Texas according to the plat thereof recorded in Volume 95009, Page 2969, Map Records, Dallas County, Texas, said point also being on the west right-of-way line of Preston Road (variable width);

THENCE, North 80 degrees 02 minutes 17 seconds West, along the south line of said Lot 1B, Block A/8174, a distance of 599.31 feet to a 1/2" iron rod found for corner at the northwest corner of said Lot 1B, Block A/8164, Preston on the Lake Replat and at the northeast corner of Lot 1B, Block F/8166, Jefferson Oaks No. 2 Replat, an Addition to the City of Dallas, Texas, according to the Plat thereof recorded in Volume 95146, Page 3244, Map Records, Dallas County, Texas;

THENCE, North 83 degrees 13 minutes 11 seconds West, along the south line of said Lot 1B, Block A/8174, a distance of 320.05 feet to a 5/8-inch iron rod with yellow plastic cap stamped "GSES, INC., RPLS 4804" found at the southwest corner Lot 1B, Block A/8174;

THENCE, North 00 degrees 08 minutes 18 seconds East, along the west line of said Lot 1B, Block A/8174, passing at a distance of 178.00 feet, the southernmost southeast corner of Rock Creek Apartments, an addition to the City of Dallas, Texas according to the plat thereof recorded in Volume 78068, Page 925, Map Records, Dallas County, Texas, continuing with the east line of said Rock Creek Apartments, a total distance of 682.92 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner;

THENCE South 89 degrees 45 minutes 33 seconds East across said Lot 1B, Block A/8174, Rostland Subdivision No. 3, a distance of 158.49 feet to an "X" chiseled in concrete for corner;

THENCE North 00 degrees 00 minutes 00 seconds East, a distance of 60.00 feet to an "X" chiseled in concrete for corner;

THENCE North 29 degrees 48 minutes 01 seconds East, a distance of 71.73 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner in median, and at the beginning of a curve to the right having a radius of 86.20 feet;

THENCE Southeasterly, with said curve to the right, through a central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 135.41 feet (chord bears South 45 degrees 00 minutes 04 seconds East, 121.91 feet) to a 1/2" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner;

THENCE North 90 degrees 00 minutes 00 seconds East a distance of 70.04 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner, at the beginning of a curve to the left having a radius of 151.04 feet;

THENCE Northeasterly, with said curve to the left, through a central angle of 18 degrees 39 minutes 56 seconds, an arc distance of 49.20 feet (chord bears North 81 degrees 24 minutes 51 seconds East, 48.99 feet) to a 1/2" iron rod with yellow plastic cap stamped 'RPLS 5034' set for corner in the west line of Lot 3B, Block A/8174, of Rostland Subdivision Unit 1, an addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 83219, Page 1729, replatted in Volume 85063, Page 2498, and revised by Certificate of Correction in Volume 86025, Page 1631, Deed Records, Dallas County, Texas;

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 28.37 feet to an "X" cut in concrete found at the northernmost southeast corner of said Lot 1B, Block A/8174, said point also being the southwest corner of Lot 3B, Block A/8174; said point also being on the north line of Lot 2B, Block A/8174 of said Rostland Subdivision No. 3; said point also being on a curve to the right having a radius of 178.50 feet;

THENCE, with the common line of said Lot 1B and 2B, Block A/8174 the following metes and bounds;

Southwesterly, with said curve to the right, through a central angle of 15 degrees 44 minutes 42 seconds, an arc distance of 49.05 feet (chord bears South 82 degrees 07 minutes 39 seconds West, 48.90 feet) to a "v" cut in concrete found at the end of said curve;

North 90 degrees 00 minutes 00 seconds West, a distance of 70.04 feet to a "X" cut in the concrete found at the northwest corner of said Lot 2B, Block A/8174;

South 00 degrees 00 minutes 00 seconds East, a distance of 152.61 feet to a 1/2-inch iron rod with yellow plastic cap stamped "PACHECO KOCH" found for an angle corner;

South 66 degrees 05 minutes 38 seconds East, a distance of 18.68 feet to a 1/2-inch iron rod with yellow plastic cap stamped "PACHECO KOCH" found for an angle corner;

South 50 degrees 36 minutes 15 seconds East, a distance of 84.90 feet to a 1/2-inch iron rod found for an angle corner;

South 73 degrees 21 minutes 15 seconds East, a distance of 47.05 feet to a 1/4-inch iron rod with yellow plastic cap stamped "PACHECO KOCH" found for an angle corner;

South 44 degrees 50 minutes 15 seconds East, a distance of 29.11 feet to a 5/8-inch iron rod with yellow plastic cap stamped "GSES, INC., RPLS 4804" found for an angle corner;

South 60 degrees 45 minutes 15 seconds East, a distance of 132.91 feet to a 1/2-inch iron rod with yellow plastic cap stamped "PACHECO KOCH" found for an angle corner;

South 55 degrees 07 minutes 15 seconds East, a distance of 102.62 feet to a 1/2-inch iron rod with yellow plastic cap stamped "PACHECO KOCH" found for an angle corner;

South 46 degrees 46 minutes 15 seconds East, a distance of 39.95 feet to a 1/2-inch iron rod with yellow plastic cap stamped "PACHECO KOCH" found for an angle corner;

South 61 degrees 05 minutes 15 seconds East, a distance of 68.32 feet to a 1/2-inch iron rod with yellow plastic cap stamped "PACHECO KOCH" found for an angle corner;

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South 67 degrees 15 minutes 15 seconds East, a distance of 58.15 feet to a 5/8-inch iron rod with yellow plastic cap stamped "GSES, INC., RPLS 4804" found for an angle corner;

South 44 degrees 15 minutes 15 seconds East, a distance of 57.04 feet to a 1/2 inch iron rod with yellow plastic cap stamped "PACHECO KOCH" found for an angle corner;

South 62 degrees 59 minutes 15 seconds East, a distance of 44.61 feet to a 1/2-inch iron rod with yellow plastic cap stamped "PACHECO KOCH" found for an angle corner;

South 88 degrees 12 minutes 15 seconds East, a distance of 35.87 feet to a 1/2-inch iron rod with yellow plastic cap stamped "PACHECO KOCH" found for an angle corner;

North 68 degrees 30 minutes 05 seconds East, a distance of 51.65 feet to a 1/2-inch iron rod with yellow plastic cap stamped "PACHECO KOCH" found for an angle corner;

South 89 degrees 59 minutes 18 seconds East, a distance of 50.00 feet to a 5/8-inch iron rod with yellow plastic cap stamped "GSES, INC., RPLS 4804" found at the easternmost northeast corner of said Lot 1B, Block A/8174;

South 03 degrees 20 minutes 42 seconds West, a distance of 109.01 feet to a 1/2-inch iron rod with yellow plastic cap stamped "PACHECO KOCH" found at the southeast corner of said Lot 2B, Block A/8174; said point also being on the said west right-of-way line of Preston Road;

THENCE, with the said west right-of-way line of Preston Road, the following metes and bounds;

South 21 degrees 57 minutes 09 seconds West, a distance of 8.71 feet to a 1/2-inch iron rod with yellow plastic cap stamped "PACHECO KOCH" found for an angle corner;

South 08 degrees 06 minutes 12 seconds West, a distance of 101.24 feet to a point in creek for corner;

South 24 degrees 59 minutes 07 seconds West, a distance of 128.94 feet to the POINT OF BEGINNING and containing 493,667 square feet or 11.33 acres of land.

#### **TRACT 2 - EASEMENT ESTATE**

Easement Estate created by that certain Non-Exclusive Parking Easement in Favor of RTI Sports, Inc., executed by and between 1500 Preston II, Inc., a Texas corporation, 15000 Preston Ltd., a Texas limited partnership, and RTI Sports, Inc, a Texas corporation, dated March 7, 1986, filed June 3, 1986, recorded in Volume 86107, Page 3507, Deed Records, Dallas County, Texas.

#### **TRACT 3 - EASEMENT ESTATE**

Easement Estate created by that certain Non-Exclusive Parking Easement in Favor of RTI Sports, Inc., executed by and between 1500 Preston II, Inc., a Texas corporation, 15000 Preston Ltd., a Texas limited partnership, and RTI Sports, Inc, a Texas corporation, dated March 7, 1986, filed June 3, 1986, recorded in Volume 86107, Page 3507, Deed Records, Dallas County, Texas, and EASEMENT ESTATE created by that certain Second Non-Exclusive Parking Easement, in Favor of RTI Sports, Inc., executed by and between 1500 Preston II, Inc., a Texas corporation, and RTI Sports, Inc., a Texas corporation, dated February 24, 1989, filed February 27, 1989 recorded in Volume 89039, Page 3346, Deed Records, Dallas County, Texas.

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#### **TRACT 4 - EASEMENT ESTATE**

Description of a 5.679 acre tract of land situated in the F.M. Wiggington Survey, Abstract No. 1610 and the A. Bledsoe Survey, Abstract No. 157; said tract being part of Lot 3B, Block N8174 of Rostland Subdivision Unit 1, an addition to the City of Dallas, Texas, as recorded in Volume 83219, Page 1729, replatted in Volume 85063, Page 2498, and revised by Certificate of Correction in Volume 86025, Page 1631, Deed Records, Dallas County, Texas; and being parts of Lots 1B, 4B and 4C, Block N8174 of Rostland Subdivision Unit 3, an addition to the City of Dallas, Texas, as recorded in Volume 93079, Page 168, Deed Records, Dallas County, Texas and being part of Signature Center, an addition to the City of Dallas, Texas, as recorded in Volume 92236, Page 5533, Deed Records, Dallas County, Texas; said tract being situated in City of Dallas Block N8174; said tract being a part of Carriage Homes Apartments Addition, an addition to the City of Dallas as recorded in Volume 95030, Page 1997, Deed Records, Dallas County, Texas; said 5.679 acre tract of land being more particularly described as follows:

**BEGINNING**, at a point for corner in the west right-of-way line of Preston Road (100 foot right-of-way); said point being the southeast corner of said Lot 3B and being the northeast corner of Lot 2B of said Rostland Subdivision Unit 3;

**THENCE**, in a westerly direction along the south line of said Lot 3B and the north line of said Lot 2B, the following six (6) courses and distances:

West, a distance of 7.40 feet to a point at the beginning of a curve to the right whose center bears North, a distance of 263.50 feet from said point;

Along said curve to the right, through a central angle of 34 degrees 20 minutes 00 seconds, an arc distance of 157.90 feet to a point at the end of said curve;

North 55 degrees 40 minutes 00 seconds West, a distance of 181.40 feet to a point at the beginning of a curve to the left whose center bears South 34 degrees 20 minutes 00 seconds West, an arc distance of 321.50 feet from said point;

Along said curve to the left, through a central angle of 34 degrees 20 minutes 00 seconds, an arc distance of 192.65 feet to a point at the end of said curve;

West, a distance of 40.85 feet to a point at the beginning of a curve to the left whose center bears South, a distance of 121.50 feet from said point;

Along said curve to the left, through a central angle of 32 degrees 51 minutes 37 seconds, an arc distance of 69.68 feet to a point at the end of said curve; said point being the beginning of a curve to the right whose center bears North 32 degrees 51 minutes 37 seconds West, a distance of 178.50 feet from said point;

**THENCE**, along said curve to the right, through a central angle of 32 degrees 51 minutes 37 seconds, continuing with said south line of Lot 3B and said north line of Lot 2B, at an arc distance of 55.39 feet, passing a "+" cut in concrete found at the southwest corner of said Lot 3B and the easternmost southeast corner of said Lot 1B, continuing with a south line of said Lot 1B, in all, an arc distance of 102.37 feet to a "v" cut in concrete found at the end of said curve;

**THENCE**, West continuing with the north line of said Lot 2B and said south line of Lot 1B, a distance of 70.04 feet to a "+" cut in concrete found at the beginning of a curve to the right whose center bears North,

a distance of 116.33 feet from said point; said point being the northwest corner of said Lot 2B and an interior corner of Lot 1B;

THENCE, in a northwesterly direction, along said curve to the right, through a central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 182.73 feet to a point for corner at the end of said curve;

THENCE, North a distance of 430.19 feet to a point at an angle point; said point being in the north line of said Lot 1B, and being in the south line of said Lot 4B;

THENCE, North 00 degrees 47 minutes 16 seconds West, a distance of 547.64 feet to a point found at an angle point; said point being in the north line of said Lot 4B and being in the south line of said Signature Center;

THENCE, North parallel to and 7.15 feet east of the west line of said Signature Center, a distance of 815.60 feet to a point at an angle point;

THENCE, North 25 degrees 00 minutes 00 seconds East, a distance of 100.26 feet to a point found for corner; said point being in the north line of said Signature Center and being in the south line of Beltline Road (136 foot right-of-way at this point);

THENCE, North 89 degrees 44 minutes 00 seconds East, along said south right-of-way line of Beltline Road, and said north line of Signature Center, a distance of 55.05 feet to a point for corner;

THENCE, South 25 degrees 00 minutes 00 seconds West, a distance of 97.18 feet to a point at an angle point;

THENCE, South a distance a 803.69 feet to a point for corner; said point being in the north line of a 30 foot wide Access Easement, recorded in Volume 93006, Page 5530, and amended in Volume 93082, Page 427, Deed Records, Dallas County, Texas;

THENCE, East along the north line of said Access Easement, 14.44 feet north of and parallel to the south line of said Signature Center and the north line of said Lot 4B, a distance of 822.67 feet to a point for corner; said point being in said west right-of-way line of Preston Road and being in a curve to the right whose center bears South 86 degrees 56 minutes 27 seconds West, a distance of 4,038.58 feet from said point;

THENCE, in a southerly direction, along said curve to the right, with said west right-of-way line of Preston Road, and said east line of Signature Center, at an arc distance of 14.46 feet passing a point at the southwest corner of said Signature Center and the northeast corner of said Lot 4C, in all, an arc distance of 30.04 feet to a point for corner; said point being in the south line of said Access Easement;

THENCE, West 15.56 feet south of and parallel to the south line of said Signature Center and the north line of said Lot 4C and Lot 4B, a distance of 824.85 feet to a point for corner;

THENCE, South 01 degrees 03 minutes 15 seconds East, a distance of 503.80 feet to a point for corner;

THENCE, South 89 degrees 51 minutes 43 seconds East, a distance of 518.09 feet to a point for corner at the beginning of a curve to the left whose center bears North 00 degrees 08 minutes 17 seconds East, a distance of 33.45 feet from said point;

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THENCE, in a northeasterly direction, along said curve to the left, through a central angle of 56 degrees 36 minutes 28 seconds, an arc distance of 33.05 feet to a point at the end of said curve; said point being the beginning of a curve to the right whose center bears South 56 degrees 28 minutes 11 seconds East, a distance of 98.84 feet from said point;

THENCE, in a northeasterly direction, along said curve to the right, through a central angle of 44 degrees 21 minutes 33 seconds, an arc distance of 76.53 feet to a point at the end of said curve; said point being the beginning of a compound curve to the right whose center bears South 12 degrees 06 minutes 38 seconds East, a distance of 73.22 feet from said point;

THENCE, in an easterly direction, along said curve to the right, through a central angle of 48 degrees 29 minutes 06 seconds, an arc distance of 61.96 feet to a point at the end of said curve; said point being a compound curve to the right whose center bears south 36 degrees 22 minutes 28 seconds West, an arc distance of 132.81 feet from said point;

THENCE, in a southeasterly direction, along said curve to right, through a central angle of 16 degrees 26 minutes 08 seconds, an arc distance of 38.10 feet to a point at the end of said curve; said point being the beginning of a curve to the left whose center bears North 52 degrees 48 minutes 36 seconds East, a distance of 35.00 feet from said point;

THENCE, in an easterly direction along said curve to the left, through a central angle of 54 degrees 13 minutes 06 seconds, an arc distance of 33.12 feet to a point at the end of said curve;

THENCE, North 88 degrees 35 minutes 30 seconds East, a distance of 17.63 feet to a point for corner;

THENCE, North 01 degrees 24 minutes 30 seconds West, a distance of 7.00 feet to a point for corner;

THENCE, North 88 degrees 35 minutes 30 seconds East, a distance of 50.00 feet to a point for corner;

THENCE, South 01 degrees 24 minutes 30 seconds East, a distance of 7.00 feet to a point for corner;

THENCE, North 88 degrees 35 minutes 30 seconds East, a distance of 29.93 feet to a point for corner; said point being the southeast corner of said Lot 4E, the easternmost northeast corner of said Lot 4B and being in said west right-of-way line of Preston Road;

THENCE, South 00 degrees 00 minutes 22 seconds West, with said west right-of-way line of Preston Road, and the east line of said Lot 4B, at a distance of 33.35 feet passing the southeast corner of said Lot 4B and the northeast corner of said Lot 3B, continuing with said west line of Preston Road and the west line of Lot 3B, in all, a distance of 75.02 feet to a point for corner;

THENCE, South 88 degrees 35 minutes 30 seconds West, a distance of 107.45 feet to a point at the beginning of a curve to the left whose center bears South 01 degrees 24 minutes 30 seconds East, a distance of 35.00 feet from said point;

THENCE, in a southwesterly direction, along said curve to the left, through a central angle of 46 degrees 55 minutes 02 seconds, an arc distance of 28.66 feet to a point at the end of said curve; said point being the beginning of a curve to the right whose center bears North 48 degrees 19 minutes 32 seconds West, an arc distance of 132.81 feet from said point;

THENCE, in a southwesterly direction, along said curve to the right, through a central angle of 12 degrees 13 minutes 38 seconds, an arc distance of 28.34 feet to a point at the end of said curve; said point being

the beginning of a compound curve to the right whose center bears North 36 degrees 05 minutes 54 seconds West, a distance of 73.22 feet from said point;

THENCE, in a westerly direction, along said curve to the right, through a central angle of 48 degrees 29 minutes 06 seconds, an arc distance of 61.96 feet to a point at the end of said curve; said point being the beginning of a compound curve to the right whose center bears North 12 degrees 23 minutes 12 seconds East, a distance of 98.84 feet from said point;

THENCE, in a northwesterly direction, along said curve to the right, through a central angle of 44 degrees 21 minutes 33 seconds, an arc distance of 76.53 feet to a point at the end of said curve; said point being the beginning of a curve to the left whose center bears South 56 degrees 44 minutes 45 seconds West, an arc distance of 33.45 feet from said point;

THENCE, in a westerly direction, along said curve to the left, through a central angle of 56 degrees 36 minutes 28 seconds, an arc distance of 33.05 feet to a point at the end of said curve;

THENCE, North 89 degrees 51 minutes 43 seconds West, a distance of 518.54 feet to a point for corner;

THENCE, South a distance of 402.83 feet to a point for corner, said point being the beginning of a curve to the left whose center bears East, a distance of 60.00 feet from said point;

THENCE, in a southeasterly direction, along said curve to the left, through a central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 94.25 feet to a point at the end of said curve;

THENCE, East a distance of 69.55 feet to a point for corner; said point being the beginning of a curve to the left whose center bears North, a distance of 123.50 feet from said point;

THENCE, in a northeasterly direction, along said curve to the left, through a central angle of 32 degrees 51 minutes 37 seconds, an arc distance of 70.83 feet to a point at the end of said curve; said point being the beginning of a curve to the right whose center bears South 32 degrees 51 minutes 37 seconds East, a distance of 176.50 feet from said point;

THENCE, in a northeasterly direction, along said curve to the right, through a central angle of 32 degrees 51 minutes 37 seconds, an arc distance of 101.23 feet to a point at the end of said curve;

THENCE, East a distance of 40.85 feet to a point at the end of said curve; said point being the beginning of a curve to the right whose center bears South, a distance of 376.50 feet from said point;

THENCE, in an easterly direction, along said curve to the right, through a central angle of 34 degrees 20 minutes 00 seconds, an arc distance of 225.61 feet to a point at the end of said curve;

THENCE, South 55 degrees 40 minutes 00 seconds East, a distance of 181.40 feet to a point at the beginning of a curve to the left whose center bears North 34 degrees 20 minutes 00 seconds East, a distance of 208.50 feet from said point;

THENCE, in an easterly direction, along said curve to the left, through a central angle of 34 degrees 20 minutes 00 seconds an arc distance of 124.94 feet to a point at the end of said curve;

THENCE, East a distance of 7.41 feet to a point for corner; said point being in the east line of said Lot 3B and being in the west line of said Preston Road;

THENCE, South 00 degrees 00 minutes 22 seconds West, with said east line of Lot 3B and said west line of Preston Road, a distance of 55.00 feet to the POINT OF BEGINNING;

CONTAINING 247,385 square feet or 5.679 acres of land.

SAVE AND EXCEPT any portion of said tract lying within Lot 1B, Block A/8174 of the Rostland Subdivision No. 3, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 93079, Page 168, Map Records, Dallas County, Texas.

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## **EXHIBIT "A-2"**

### **Property Description**

#### **TRACT 1 - FEE SIMPLE**

All that certain lot, tract or parcel of land situated in the A. Bledsoe Survey, Abstract No. 157, City of Dallas, Dallas County, Texas, and being a part of Lot 1B, Block A/8174, Rostland Subdivision No. 3, an addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 93079, Page 168, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an "X" found chiseled in concrete at the north most northeast corner of said Lot 1B, Block A/8174, Rostland Subdivision No. 3, and also being the northwest corner of Lot 3B, Block A/8174, of Rostland Subdivision Unit 1, an addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 83219, Page 1729, replatted in Volume 85063, Page 2498, and revised by Certificate of Correction in Volume 86025, Page 1631, Deed Records, Dallas County, Texas;

THENCE, with the common line of said Lots 1B and 3B, Block A/8174, the following metes and bounds;

South 00 degrees 00 minutes 00 seconds East, a distance of 389.01 feet to a 1/2-inch iron rod with yellow plastic cap stamped "PACHECO KOCH" found for corner;

North 90 degrees 00 minutes 00 seconds East, a distance of 176.00 feet to a 1/2-inch iron rod with yellow plastic cap stamped "PACHECO KOCH" found for corner;

South 00 degrees 00 minutes 00 seconds East, a distance of 122.71 feet to a 1/2-inch iron rod with yellow plastic cap stamped "RPLS 5034" set for corner in a curve to the right having a radius of 151.04 feet;

THENCE Southwesterly, with said curve to the left, through a central angle of 18 degrees 39 minutes 56 seconds, an arc distance of 49.20 feet (chord bears South 81 degrees 24 minutes 51 seconds West, 48.99 feet) to a 1/2" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner;

THENCE North 90 degrees 00 minutes 00 seconds West a distance of 70.04 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner, at the beginning of a curve to the right having a radius of 86.20 feet;

THENCE Northwesterly, with said curve to the right, through a central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 135.41 feet (chord bears North 45 degrees 00 minutes 04 seconds West, 121.91 feet) to a 1/2" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner;

THENCE North 00 degrees 00 minutes 00 seconds East a distance of 432.83 feet to an "X" chiseled in concrete for corner in the north most boundary of said Lot 1B, Block A/8174, Rostland Subdivision No. 3;

THENCE North 90 degrees 00 minutes 00 seconds East, a distance of 26.68 feet to the POINT OF BEGINNING and containing 36,064 square feet or 0.83 acres of land.

#### **TRACT 2 - FEE SIMPLE**

All that certain lot, tract or parcel of land situated in the A. Bledsoe Survey, Abstract No. 157, City of Dallas, Dallas County, Texas, and being a part of Lot 1B, Block A/8174, Rostland Subdivision No. 3, an addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 93079, Page 168, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a PK nail found at the westernmost northwest corner of said Lot 1B, Block A/8174 and at an inner corner of Rock Creek Apartments, an addition to the City of Dallas, Texas according to the plat thereof recorded in Volume 78068, Page 925, Map Records, Dallas County, Texas;

THENCE, South 89 degrees 22 minutes 44 seconds East, with the south line of said Rock Creek Apartments, a distance of 150.70 feet to a point for corner at the northmost southeast corner of said Rock Creek Apartments;

THENCE, North 00 degrees 00 minutes 00 seconds East, with the east line of said Rock Creek Apartments a distance of 296.12 feet to a 1/2-inch iron rod with yellow plastic cap stamped "PACHECO KOCH" found at the northmost northwest corner of said Lot 1B, Block A/8174; said point also being the southwest corner of Lot 4B, Block A/8174, of Rostland Subdivision No- 3;

THENCE, North 90 degrees 00 minutes 00 seconds East, leaving the east line of said Rock Creek Apartments and with the common line of said Lots 1B and 4B, Block A/8174, a distance of 42.82 feet to an "X" chiseled in concrete for corner;

THENCE South 00 degrees 00 minutes 00 seconds East a distance of 432.83 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner in median;

THENCE South 29 degrees 48 minutes 01 seconds West, a distance of 71.73 feet to an "X" chiseled in concrete for corner;

THENCE South 00 degrees 00 minutes 00 seconds East, a distance of 60.00 feet to an "X" chiseled in concrete for corner;

THENCE North 89 degrees 45 minutes 33 seconds West, a distance of 158.49 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner in the west boundary of said Lot 1B, Block A/8174, Rostland Subdivision No. 3 and in the east boundary of said Rock Creek Apartments;

THENCE North 00 degrees 08 minutes 18 seconds East, a distance of 259.92 feet to the POINT OF BEGINNING and containing 69,694 square feet or 1.37 acres of land.

#### **TRACT 3 - EASEMENT ESTATE**

Easement Estate created by that certain Non-Exclusive Parking Easement in Favor of RTI Sports, Inc., executed by and between 1500 Preston II, Inc., a Texas corporation, 15000 Preston Ltd., a Texas limited partnership, and RTI Sports, Inc, a Texas corporation, dated March 7, 1986, filed June 3, 1986, recorded in Volume 86107, Page 3507, Deed Records, Dallas County, Texas.

#### **TRACT 4 - EASEMENT ESTATE**

Easement Estate created by that certain Non-Exclusive Parking Easement in Favor of RTI Sports, Inc., executed by and between 1500 Preston II, Inc., a Texas corporation, 15000 Preston Ltd., a Texas limited partnership, and RTI Sports, Inc, a Texas corporation, dated March 7, 1986, filed June 3, 1986, recorded in Volume 86107, Page 3507, Deed Records, Dallas County, Texas, and EASEMENT ESTATE created by that certain Second Non-Exclusive Parking Easement, in Favor of RTI Sports, Inc., executed by and between 1500 Preston II, Inc., a Texas corporation, and RTI Sports, Inc., a Texas corporation, dated February 24, 1989, filed February 27, 1989 recorded in Volume 89039, Page 3346, Deed Records, Dallas County, Texas.

## **TRACT 5 - EASEMENT ESTATE**

Description of a 5.679 acre tract of land situated in the F.M. Wigginton Survey, Abstract No. 1610 and the A. Bledsoe Survey, Abstract No. 157; said tract being part of Lot 3B, Block N8174 of Rostland Subdivision Unit 1, an addition to the City of Dallas, Texas, as recorded in Volume 83219, Page 1729, replatted in Volume 85063, Page 2498, and revised by Certificate of Correction in Volume 86025, Page 1631, Deed Records, Dallas County, Texas; and being parts of Lots 1B, 4B and 4C, Block N8174 of Rostland Subdivision Unit 3, an addition to the City of Dallas, Texas, as recorded in Volume 93079, Page 168, Deed Records, Dallas County, Texas and being part of Signature Center, an addition to the City of Dallas, Texas, as recorded in Volume 92236, Page 5533, Deed Records, Dallas County, Texas; said tract being situated in City of Dallas Block N8174; said tract being a part of Carriage Homes Apartments Addition, an addition to the City of Dallas as recorded in Volume 95030, Page 1997, Deed Records, Dallas County, Texas; said 5.679 acre tract of land being more particularly described as follows:

BEGINNING, at a point for corner in the west right-of-way line of Preston Road (100 foot right-of-way); said point being the southeast corner of said Lot 3B and being the northeast corner of Lot 2B of said Rostland Subdivision Unit 3;

THENCE, in a westerly direction along the south line of said Lot 3B and the north line of said Lot 2B, the following six (6) courses and distances:

West, a distance of 7.40 feet to a point at the beginning of a curve to the right whose center bears North, a distance of 263.50 feet from said point;

Along said curve to the right, through a central angle of 34 degrees 20 minutes 00 seconds, an arc distance of 157.90 feet to a point at the end of said curve;

North 55 degrees 40 minutes 00 seconds West, a distance of 181.40 feet to a point at the beginning of a curve to the left whose center bears South 34 degrees 20 minutes 00 seconds West, an arc distance of 321.50 feet from said point;

Along said curve to the left, through a central angle of 34 degrees 20 minutes 00 seconds, an arc distance of 192.65 feet to a point at the end of said curve;

West, a distance of 40.85 feet to a point at the beginning of a curve to the left whose center bears South, a distance of 121.50 feet from said point;

Along said curve to the left, through a central angle of 32 degrees 51 minutes 37 seconds, an arc distance of 69.68 feet to a point at the end of said curve; said point being the beginning of a curve to the right whose center bears North 32 degrees 51 minutes 37 seconds West, a distance of 178.50 feet from said point;

THENCE, along said curve to the right, through a central angle of 32 degrees 51 minutes 37 seconds, continuing with said south line of Lot 3B and said north line of Lot 2B, at an arc distance of 55.39 feet, passing a "+" cut in concrete found at the southwest corner of said Lot 3B and the easternmost southeast corner of said Lot 1B, continuing with a south line of said Lot 1B, in all, an arc distance of 102.37 feet to a "v" cut in concrete found at the end of said curve;

THENCE, West continuing with the north line of said Lot 2B and said south line of Lot 1B, a distance of 70.04 feet to a "+" cut in concrete found at the beginning of a curve to the right whose center bears North,



a distance of 116.33 feet from said point; said point being the northwest corner of said Lot 2B and an interior corner of Lot 1B;

THENCE, in a northwesterly direction, along said curve to the right, through a central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 182.73 feet to a point for corner at the end of said curve;

THENCE, North a distance of 430.19 feet to a point at an angle point; said point being in the north line of said Lot 1B, and being in the south line of said Lot 4B;

THENCE, North 00 degrees 47 minutes 16 seconds West, a distance of 547.64 feet to a point found at an angle point; said point being in the north line of said Lot 4B and being in the south line of said Signature Center;

THENCE, North parallel to and 7.15 feet east of the west line of said Signature Center, a distance of 815.60 feet to a point at an angle point;

THENCE, North 25 degrees 00 minutes 00 seconds East, a distance of 100.26 feet to a point found for corner; said point being in the north line of said Signature Center and being in the south line of Beltline Road (136 foot right-of-way at this point);

THENCE, North 89 degrees 44 minutes 00 seconds East, along said south right-of-way line of Beltline Road, and said north line of Signature Center, a distance of 55.05 feet to a point for corner;

THENCE, South 25 degrees 00 minutes 00 seconds West, a distance of 97.18 feet to a point at an angle point;

THENCE, South a distance a 803.69 feet to a point for corner; said point being in the north line of a 30 foot wide Access Easement, recorded in Volume 93006, Page 5530, and amended in Volume 93082, Page 427, Deed Records, Dallas County, Texas;

THENCE, East along the north line of said Access Easement, 14.44 feet north of and parallel to the south line of said Signature Center and the north line of said Lot 4B, a distance of 822.67 feet to a point for corner; said point being in said west right-of-way line of Preston Road and being in a curve to the right whose center bears South 86 degrees 56 minutes 27 seconds West, a distance of 4,038.58 feet from said point;

THENCE, in a southerly direction, along said curve to the right, with said west right-of-way line of Preston Road, and said east line of Signature Center, at an arc distance of 14.46 feet passing a point at the southwest corner of said Signature Center and the northeast corner of said Lot 4C, in all, an arc distance of 30.04 feet to a point for corner; said point being in the south line of said Access Easement;

THENCE, West 15.56 feet south of and parallel to the south line of said Signature Center and the north line of said Lot 4C and Lot 4B, a distance of 824.85 feet to a point for corner;

THENCE, South 01 degrees 03 minutes 15 seconds East, a distance of 503.80 feet to a point for corner;

THENCE, South 89 degrees 51 minutes 43 seconds East, a distance of 518.09 feet to a point for corner at the beginning of a curve to the left whose center bears North 00 degrees 08 minutes 17 seconds East, a distance of 33.45 feet from said point;

THENCE, in a northeasterly direction, along said curve to the left, through a central angle of 56 degrees 36 minutes 28 seconds, an arc distance of 33.05 feet to a point at the end of said curve; said point being the

beginning of a curve to the right whose center bears South 56 degrees 28 minutes 11 seconds East, a distance of 98.84 feet from said point;

THENCE, in a northeasterly direction, along said curve to the right, through a central angle of 44 degrees 21 minutes 33 seconds, an arc distance of 76.53 feet to a point at the end of said curve; said point being the beginning of a compound curve to the right whose center bears South 12 degrees 06 minutes 38 seconds East, a distance of 73.22 feet from said point;

THENCE, in an easterly direction, along said curve to the right, through a central angle of 48 degrees 29 minutes 06 seconds, an arc distance of 61.96 feet to a point at the end of said curve; said point being a compound curve to the right whose center bears south 36 degrees 22 minutes 28 seconds West, an arc distance of 132.81 feet from said point;

THENCE, in a southeasterly direction, along said curve to right, through a central angle of 16 degrees 26 minutes 08 seconds, an arc distance of 38.10 feet to a point at the end of said curve; said point being the beginning of a curve to the left whose center bears North 52 degrees 48 minutes 36 seconds East, a distance of 35.00 feet from said point;

THENCE, in an easterly direction along said curve to the left, through a central angle of 54 degrees 13 minutes 06 seconds, an arc distance of 33.12 feet to a point at the end of said curve;

THENCE, North 88 degrees 35 minutes 30 seconds East, a distance of 17.63 feet to a point for corner;

THENCE, North 01 degrees 24 minutes 30 seconds West, a distance of 7.00 feet to a point for corner;

THENCE, North 88 degrees 35 minutes 30 seconds East, a distance of 50.00 feet to a point for corner;

THENCE, South 01 degrees 24 minutes 30 seconds East, a distance of 7.00 feet to a point for corner;

THENCE, North 88 degrees 35 minutes 30 seconds East, a distance of 29.93 feet to a point for corner; said point being the southeast corner of said Lot 4E, the easternmost northeast corner of said Lot 4B and being in said west right-of-way line of Preston Road;

THENCE, South 00 degrees 00 minutes 22 seconds West, with said west right-of-way line of Preston Road, and the east line of said Lot 4B, at a distance of 33.35 feet passing the southeast corner of said Lot 4B and the northeast corner of said Lot 3B, continuing with said west line of Preston Road and the west line of Lot 3B, in all, a distance of 75.02 feet to a point for corner;

THENCE, South 88 degrees 35 minutes 30 seconds West, a distance of 107.45 feet to a point at the beginning of a curve to the left whose center bears South 01 degrees 24 minutes 30 seconds East, a distance of 35.00 feet from said point;

THENCE, in a southwesterly direction, along said curve to the left, through a central angle of 46 degrees 55 minutes 02 seconds, an arc distance of 28.66 feet to a point at the end of said curve; said point being the beginning of a curve to the right whose center bears North 48 degrees 19 minutes 32 seconds West, an arc distance of 132.81 feet from said point;

THENCE, in a southwesterly direction, along said curve to the right, through a central angle of 12 degrees 13 minutes 38 seconds, an arc distance of 28.34 feet to a point at the end of said curve; said point being the beginning of a compound curve to the right whose center bears North 36 degrees 05 minutes 54 seconds West, a distance of 73.22 feet from said point;

THENCE, in a westerly direction, along said curve to the right, through a central angle of 48 degrees 29 minutes 06 seconds, an arc distance of 61.96 feet to a point at the end of said curve; said point being the beginning of a compound curve to the right whose center bears North 12 degrees 23 minutes 12 seconds East, a distance of 98.84 feet from said point;

THENCE, in a northwesterly direction, along said curve to the right, through a central angle of 44 degrees 21 minutes 33 seconds, an arc distance of 76.53 feet to a point at the end of said curve; said point being the beginning of a curve to the left whose center bears South 56 degrees 44 minutes 45 seconds West, an arc distance of 33.45 feet from said point;

THENCE, in a westerly direction, along said curve to the left, through a central angle of 56 degrees 36 minutes 28 seconds, an arc distance of 33.05 feet to a point at the end of said curve;

THENCE, North 89 degrees 51 minutes 43 seconds West, a distance of 518.54 feet to a point for corner;

THENCE, South a distance of 402.83 feet to a point for corner, said point being the beginning of a curve to the left whose center bears East, a distance of 60.00 feet from said point;

THENCE, in a southeasterly direction, along said curve to the left, through a central angle of 90 degrees 00 minutes 00 seconds, an arc distance of 94.25 feet to a point at the end of said curve;

THENCE, East a distance of 69.55 feet to a point for corner; said point being the beginning of a curve to the left whose center bears North, a distance of 123.50 feet from said point;

THENCE, in a northeasterly direction, along said curve to the left, through a central angle of 32 degrees 51 minutes 37 seconds, an arc distance of 70.83 feet to a point at the end of said curve; said point being the beginning of a curve to the right whose center bears South 32 degrees 51 minutes 37 seconds East, a distance of 176.50 feet from said point;

THENCE, in a northeasterly direction, along said curve to the right, through a central angle of 32 degrees 51 minutes 37 seconds, an arc distance of 101.23 feet to a point at the end of said curve;

THENCE, East a distance of 40.85 feet to a point at the end of said curve; said point being the beginning of a curve to the right whose center bears South, a distance of 376.50 feet from said point;

THENCE, in an easterly direction, along said curve to the right, through a central angle of 34 degrees 20 minutes 00 seconds, an arc distance of 225.61 feet to a point at the end of said curve;

THENCE, South 55 degrees 40 minutes 00 seconds East, a distance of 181.40 feet to a point at the beginning of a curve to the left whose center bears North 34 degrees 20 minutes 00 seconds East, a distance of 208.50 feet from said point;

THENCE, in an easterly direction, along said curve to the left, through a central angle of 34 degrees 20 minutes 00 seconds an arc distance of 124.94 feet to a point at the end of said curve;

THENCE, East a distance of 7.41 feet to a point for corner; said point being in the east line of said Lot 3B and being in the west line of said Preston Road;

THENCE, South 00 degrees 00 minutes 22 seconds West, with said east line of Lot 3B and said west line of Preston Road, a distance of 55.00 feet to the POINT OF BEGINNING;

CONTAINING 247,385 square feet or 5.679 acres of land.

SAVE AND EXCEPT any portion of said tract lying within Lot 1B, Block A/8174 of the Rostland Subdivision No. 3, an addition to the City of Dallas, Dallas County, Texas, according to the plat thereof recorded in Volume 93079, Page 168, Map Records, Dallas County, Texas.