

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

**FILED**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

2024 JAN 16 AM 9:38  
KNOW ALL MEN BY THESE PRESENTS:

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

WHEREAS, ALL TRADE PROS CONSTRUCTION SERVICES, LLC, ("Borrower"), executed that certain Deed of Trust (the "Security Instrument"), dated December 15, 2021, recorded as Instrument No. 202100375823, Real Property Records, Dallas County, Texas (the "Records"), to ADAM STERN, Trustee (the "Trustee") for the benefit of HILLSTAR REAL ESTATE, LLC ("Lender"), covering certain real property and improvements on the land ("Land") located in Dallas County, Texas, having an address of 633 Westover Drive, Richardson, Texas 75080 and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property") to secure that certain Promissory Note ("Note") dated of even date with the Security Instrument in the stated principal amount of \$265,000.00, (the Note, together with all other indebtedness, liabilities, and obligations described in the Note, Security Instrument and all other documents evidencing, securing, governing or otherwise pertaining to the loan evidenced by the Note hereinafter referred to as the "Indebtedness"); and

WHEREAS, pursuant to and in accordance with the terms and conditions of the Security Instrument, Lender hereby appointed BRAD GASWIRTH, an individual with an address of 4851 LBJ Freeway, Suite 301, Dallas, Texas 75244, DANIEL MCCABE, an individual with an address of 4851 LBJ Freeway, Suite 301, Dallas, Texas 75244, DANAE COUCH, an individual with an address of 4851 LBJ Freeway, Suite 301, Dallas, Texas 75244, ANNALISA NETHERTON, an individual with an address of 4851 LBJ Freeway, Suite 301, Dallas, Texas 75244, PATICIA L. STEIN, an individual with an address of 4851 LBJ Freeway, Suite 301, Dallas, Texas 75244, and REBECCA COBB, an individual with an address of 4851 LBJ Freeway, Suite 301, Dallas, Texas 75244, each of whom may act alone or together (each a "Substitute Trustee") to succeed to all of the rights, titles, powers, and estates granted and delegated in the Security Instrument to the Original Trustee and any previously appointed substitute trustee; and

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

WHEREAS, Lender, as the owner of the Note and Indebtedness, has instructed the Substitute Trustee(s), acting singly or together, to post, file and mail appropriate notice and to sell the Property, in parcels or in whole, to satisfy, in whole or in part, the unpaid Indebtedness.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, February 6, 2024, no earlier than 10:00 a.m., or no later than three hours after that time, one of the Substitute Trustees will commence the sale of the Property, in parcels or as a whole, at public auction to the highest bidder for cash; except that the Lender's bid may be by credit against the indebtedness secured by the Security Instrument. Such sale will be held at the area outside on the north side of the George Allen Courts Building (600 Commerce Street, Dallas, Texas 75202) facing Commerce Street below the overhang in Dallas County, Texas or, if the preceding area(s) is/are no longer the area(s) designated by the Dallas County Commissioner's Court, at the area most recently designated by the Dallas County Commissioner's Court; SUBJECT, HOWEVER, to all liens, exceptions to title, easements,

restrictions, and encumbrances affecting any of the Property or title thereto which are equal or prior to the lien and security interest created by the Security Instrument.

Default has occurred in the payment of the Note and in the performance of the obligation of the Security Instrument. Because of that default, Lender, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Security Instrument 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 if described in the Security Instrument in accordance with Lender's rights and remedies under the Security Instrument and Section 9.604(a) of the Texas Business and Commerce Code.

If Lender passes on the foreclosure sale, notice of the date of any rescheduled foreclosure sale will be posted and refiled in accordance with the posting and filing requirements of the Security Instrument and the Texas Property Code.

The foreclosure sale will be made expressly subject to any title matters set forth in the Security Instrument, 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 Security Instrument. For the avoidance of doubt, to the extent that any of the Property has been released from the lien of the Security Instrument, by written instrument signed by Lender or its predecessor and filed for record in the Real Property Records of Dallas County, Texas, this notice is not intended to and does not cover such property, and such property will not be part of the Property conveyed to the purchaser hereunder. Prospective bidders are strongly encouraged 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 under the Security Instrument.** 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.

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

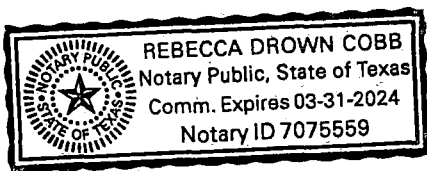
**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the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

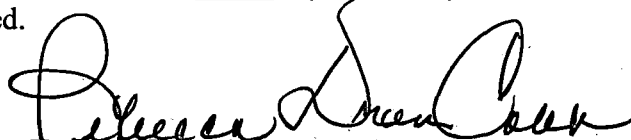
**SUBSTITUTE TRUSTEE:**

  
Name: BRAD GASWIRTH

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was ACKNOWLEDGED before me on the 15 day of January 2024  
by BRAD GASWIRTH, in the capacity therein stated.



  
Notary Public, State of Texas  
My Commission Expires: 3-31-2024

**EXHIBIT A**

**All that parcel of parcels of real property located in Dallas County, State of Texas, and more particularly described as follows:**

**Being Lot 4, in Block B, of PARK NORTH, an Addition to the City of Richardson, Dallas County, Texas, according to the Map thereof recorded in Volume 747, Page 1718, of the Map Records of Dallas County, Texas.**

**633 Westover Drive, Richardson, TX 75080**