

# NOTICE OF TRUSTEE'S SALE

## DEED OF TRUST INFORMATION:

Grantor(s)	Michael A. Brown and Glenda Brown	Deed of Trust Date	January 18, 2008
Original Mortgagee	Countrywide Bank, FSB	Original Principal	\$950,000.00
Recording Information	Instrument #: 20080039889 in Dallas County, Texas	Original Trustee	G. Tommy Bastian
Property Address	4516 Shenandoah Street, University Park, TX 75205	Property County	Dallas

## MORTGAGE SERVICER INFORMATION:

Current Mortgagee	Bank of America, N.A.	Mortgage Servicer	PHH Mortgage Corporation
Current Beneficiary	Bank of America, N.A.	Mortgage Servicer Address	1661 Worthington Road, Suite 100, West Palm Beach, FL 33409

## 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:**  
**BEING LOT 5 IN BLOCK "E" OF POTOMAC PARK NO. 3, AN ADDITION TO THE CITY OF UNIVERSITY PARK, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 6, PAGE 171, MAP RECORDS OF DALLAS COUNTY, TEXAS.**

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 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

TAHERZADEH, PLLC

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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 refiled 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 December 7, 2023.

/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

CAUSE NO. DC-22-06936

FIERCE HOLDINGS, LLC, A Texas  
Limited Liability Company,

Plaintiff,

vs.

GLEND A BROWN, An Individual

Defendant.

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IN THE DISTRICT COURT

298<sup>th</sup> JUDICIAL DISTRICT

DALLAS COUNTY, TEXAS

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**ORDER ON BANK OF AMERICA'S REQUEST TO DISSOLVE RECEIVERSHIP AND  
APPROVAL OF FORCLOSURE**

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On the 24 day of November, 2023, the Court, having reviewed the pleadings and considered the argument of the parties and/or counsel, find that a necessity no longer exists to keep the below described real property and the appointment of a receiver.

On January 18, 2008, Defendant Glenda Brown, and Michael A. Brown, now deceased, executed a SimpleEquity Mortgage Adjustable Rate Note ("Note") with the original principal amount of \$950,000.00 payable to Countrywide Bank FSB. The Note is secured by a SimpleEquity Deed of Trust ("Deed of Trust") executed by the parties granting a security interest in real property located at 4516 Shenandoah Street, University Park, TX 75205 (the "Property") further described as:

Being Lot 5 in Block "E" of POTOMAC PARK NO. 3, an addition to the City of University Park, DALLAS County, Texas, according to the Map thereof recorded in Volume 6, Page 177, of the Map Records of DALLAS County, Texas.

On January 13, 2023, after Fierce Holding's Motion for Turnover Relief and Appointment of Receiver ("Appointment"), the Court appointed Lopaka Patrick K. Ornellas to serve as Receiver. The Appointment permitted the Receiver to enter Defendants Property and take possession of the

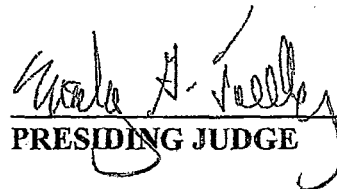
Property. The Appointment directed the Receiver to “[p]erform all acts necessary to conserve, hold, manage, and preserve the value for the Receivership Estate, in order to prevent any irreparable loss, damage, and injury to the Receivership Estate.”

On June 28, 2023, Bank of America paid property taxes in the amount of \$11,372.26 and the loan is in default.

It is **THEREFORE ORDERED** that Bank of America’s Request to Dissolve Receivership is hereby **GRANTED**;

It is **FURTHER ORDERED** that Lopaka Patrick K. Ornellas is removed as Receiver of the Property;

It is **FURTHER ORDERED** that Bank of America, NA, its successors or assigns, is allowed to pursue any and all of its rights to the Property under the Note, Deed of Trust and applicable law, including taking any and all actions necessary to conduct the first possible nonjudicial foreclosure sale of the Property and that Petitioner, or its assigns, may obtain possession of the Property.

  
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**PRESIDING JUDGE**