

NOTICE OF TRUSTEE'S SALE

FILED

Owner(s): Thomas B. Hayes

Association: Twenty-One Turtle Creek Condominium Association

Declaration: Declaration of Condominium for Twenty-One Turtle Creek, as amended, recorded in the Official Public Records of Dallas County, Texas, under Volume 80077, Page 13.

Property: BEING UNIT NO. 1408, IN BUILDING A, AND AN UNDIVIDED INTEREST IN AND TO THE GENERAL AND LIMITED COMMON ELEMENTS OF TWENTY-ONE TURTLE CREEK, A CONDOMINIUM REGIME SITUATED IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE DECLARATION, RECORDED IN VOLUME 80077, PAGE 13, CONDOMINIUM RECORDS, DALLAS COUNTY, TEXAS; AND AS AMENDED BY MODIFICATION AGREEMENT FILED MAY 13, 1980, RECORDED IN VOLUME 80096, PAGE 1406, DEED RECORDS, DALLAS COUNTY, TEXAS, AS AFFECTED BY THE NOTICE OF FILING BY INSTRUMENT RECORDED IN VOLUME 2000012, PAGE 6619 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS. SUPPLEMENT IN VOLUME 2002125, PAGE 5077, DEED RECORDS OF DALLAS COUNTY, TEXAS

Trustee(s): Benjamin Hamel, Edward (Teddy) Holtz, Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002; Frank O. Carroll, Jackson Hayden, Heath Penington, Alex Valdes, Winstead PC, 600 West 5th Street, #900, Austin, Texas 78701; Rebecca Brazelton, Jeremy Wilkins, Winstead PC, 2728 North Harwood Street, Dallas, Texas 75201

Date of Sale: July 1, 2025

Time of Sale: No earlier than 10:00 a.m. and no later than 1:00 p.m.

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

Statutory Disclosures: 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.

Pursuant to the Declaration and Ch. 82 of the Texas Property Code, the Association was granted the authority to levy assessments for common expenses and other charges against each property owner in the regime subject to the Declaration. Such unpaid assessments and other charges, being a personal obligation of the respective owner, are secured by a lien ("Lien") upon the respective property in said regime for which assessment is levied.

The Owner is in default in the payment of said assessments and remains in default after the Association sent demands for payment of all delinquent amounts to Owner. The Association intends to enforce its rights pursuant to the Declaration and applicable law and has appointed and directed Trustee to enforce said rights and powers set forth in the Declaration for the purpose of collecting the indebtedness secured by the Lien.

Notice is hereby given that on the Date of Sale and Time of Sale, Trustee will offer the Property for sale at public auction at the Place of Sale to the highest bidder(s) for cash as prescribed by the Declaration and Section 51.002 of the Texas Property Code. The earliest time the sale will begin is the Time of Sale, and the sale will be conducted no later than three hours after that time. The sale pursuant to this Notice shall be made "as is" and "where is" and subject to any and all taxes, any other liens having priority over the Lien in favor of the Association, subject to all matters of record affecting the above-described property, and with no warranty of title whatsoever.



Edward (Teddy) Holtz
Trustee for Twenty-One
Turtle Creek Condominium Association
Winstead PC
600 Travis Street, Suite 5200
Houston, Texas 77002

Transaction History
Twenty-One Turtle Creek Condominium Association
Transaction Detail : 5/22/2024 - 5/22/2025

Date:	5/22/2025
Time:	9:48 am
Page:	1

Name: Thomas B. Hayes Address: 3883 Turtle Creek Blvd 1408 Unit 1408

Homeowner Account: 73692003007301 Homeowner Status: Owner - Stop Pay

Date	Description	Batch	Amount	Paid	Balance
	Previous Balance		\$5,122.19		\$ 5,122.19
06/01/2024	Interest Fee 2024	213827	33.89	-	5,156.08
06/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	6,037.84
06/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	217912	100.00	-	6,137.84
07/01/2024	Interest Fee 2024	223033	42.49	-	6,180.33
07/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	7,062.09
07/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	227252	100.00	-	7,162.09
08/01/2024	Interest Fee 2024	232318	49.84	-	7,211.93
08/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	8,093.69
08/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	236687	100.00	-	8,193.69
09/01/2024	Interest Fee 2024	242084	57.18	-	8,250.87
09/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	9,132.63
09/06/2024	Attorney Fee (Collection Fee) 2024	244213	30.00	-	9,162.63
09/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	246191	100.00	-	9,262.63
10/01/2024	Interest Fee 2024	251727	64.53	-	9,327.16
10/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	10,208.92
10/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	256905	100.00	-	10,308.92
11/01/2024	Interest Fee 2024	261679	72.13	-	10,381.05
11/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	11,262.81
11/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	265608	100.00	-	11,362.81
12/01/2024	Interest Fee 2024	273533	79.48	-	11,442.29
12/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	12,324.05
12/04/2024	Attorney Fee (Collection Fee) 2024	275324	322.94	-	12,646.99
12/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	279547	100.00	-	12,746.99
12/30/2024	Gate Access Fee 2024	285583	45.00	-	12,791.99
01/01/2025	Interest Fee 2025	286123	86.83	-	12,878.82
01/01/2025	Monthly Assessment - Floor 2-23/08 2025	284134	996.48	-	13,875.30
01/11/2025	Assessment - Homeowner (Delinquent Fee) 2025	291000	100.00	-	13,975.30
02/01/2025	Interest Fee 2025	296587	98.20	-	14,073.50
02/01/2025	Monthly Assessment - Floor 2-23/08 2025	284134	996.48	-	15,069.98
02/11/2025	Assessment - Homeowner (Delinquent Fee) 2025	301101	100.00	-	15,169.98
02/27/2025	Work Order Fee 69672 2025	306104	100.00	-	15,269.98
03/01/2025	Interest Fee 2025	306553	98.20	-	15,368.18
03/01/2025	Monthly Assessment - Floor 2-23/08 2025	284134	996.48	-	16,364.66
03/11/2025	Assessment - Homeowner (Delinquent Fee) 2025	311849	100.00	-	16,464.66
04/01/2025	Interest Fee 2025	318135	115.64	-	16,580.30
04/01/2025	Monthly Assessment - Floor 2-23/08 2025	284134	996.48	-	17,576.78
04/11/2025	Assessment - Homeowner (Delinquent Fee) 2025	323724	100.00	-	17,676.78
05/01/2025	Garage Repair Special Assessment 2025	327669	345.53	-	18,022.31
05/01/2025	Interest Fee 2025	330322	123.94	-	18,146.25
05/01/2025	Monthly Assessment - Floor 2-23/08 2025	284134	996.48	-	19,142.73
05/11/2025	Assessment - Homeowner (Delinquent Fee) 2025	335384	100.00	-	19,242.73
Total			\$19,242.73	\$-	\$19,242.73

FILED

2025 JUN -6 PM 1:03

TRUSTEE'S NOTICE OF SALE

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

BY _____ OFFICIAL

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF DALLAS

§

WHEREAS, On August 6, 2024, ZSFM Enterprises LLC executed and delivered a certain Deed of Trust (hereinafter "Deed of Trust") conveying to John Davenport, Trustee, the real estate hereinafter described to secure Ceasons Holdings, LLC in the payment of the debt described in said Deed of Trust and filed for record in the Real Property Records of Dallas County, Texas, under Clerk's File No. 202400158857; and

WHEREAS, there has been a default in the payment of the note described in said Deed of Trust; and Ceasons Holdings, LLC, the Note has been accelerated, and the beneficiary and owner of the aforesaid note, has requested that I enforce the sale provisions of the Deed of Trust;

NOW, THEREFORE, I, John Davenport, Trustee, whose address is 16818 Dallas Parkway, Dallas, Texas 75248, hereby give notice that I will, after due posting and filing of this notice as required by such Deed of Trust and the law, sell at the public venue to the highest bidder or bidders, for cash or cashier's check in form and substance acceptable to me at the base of the courthouse steps on the north side of the George Allen Courts Building facing Commerce Street below the overhang at 600 Commerce St, Dallas, Texas, the area designated in Dallas County by the Dallas County Commissioners as the place in which to hold real property foreclosures sales in Dallas County, the county in which said property is located, between 1:00 p.m. and 4:00 p.m. on **Tuesday, July 1, 2025**, the real property so described in and covered by the aforesaid Deed of Trust and more particularly described as follows, to-wit:

Being Lot 10, in Block "E"/6450, of Bradford Estates No. 5, an Addition to the City of Dallas, Dallas, County, Texas according to the Map thereof recorded in Volume 371, Page 1225, of the Map Records of Dallas County, Texas located at 3022 Kinkaid, Dallas, Texas.

together with: (i) all buildings, structures and other improvements now or hereafter situated on the foregoing described real property, (ii) all fixtures, equipment, apparatus, appliances, furniture, furnishings and other items now or hereafter attached to, installed in or used in connection with the foregoing described real property or improvements or buildings thereon including but not limited to any and all partitions, ducts, shafts, pipes, radiators, conduits, wiring, window screens and shades, drapes, rugs and other floor coverings, motors, engines, boilers, stockers, pumps, dynamos, transformers, generators, fans, blowers, vents, switchboards, compressors, furnaces, cleaning systems, call and sprinkler systems, fire extinguishing apparatus, water system, sewage disposal system, heating, plumbing, laundry, incinerating, air conditioning and air cooling systems, water, gas and electric equipment, and building materials, supplies and construction equipment of all of kinds, all of which property and things are hereby declared to be permanent accessions to the foregoing described real property, (iii) all rights, titles and interests now owned or hereafter acquired by Grantor in and to all easements, streets, roads, highways, and rights-of-way adjacent or contiguous to the foregoing described real property, (iv) all tracts or parcels of land and any interests therein presently owned by Grantor and contiguous to the foregoing described real property, (v) any strips or gores between the Land and

abutting or adjacent properties; (vi) all water and water rights, timber, crops and mineral interests; and (vii) all rights, titles, interests, leases, privileges, hereditaments, appurtenances, estates, reversions and remainders owned or to be owned by Grantor in and to all or any portion of the foregoing described properties (all of the aforesaid being hereinafter sometimes called the "Property").

Lender has elected to proceed with foreclosure as to both personal property, fixtures, and real property in accordance with the rights with respect to real property pursuant to Bus. & Com. Code Section 9.04(a)(2) and (b)(2).

The earliest the sale will take place is 1:00 p.m.

If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to return of the funds paid. Purchaser shall have no further recourse against the Trustee, Lender or Lender's attorney.

The sale will be made and the property accepted "AS IS, WHERE IS, WITH ALL FAULTS" subject to all matters of record.

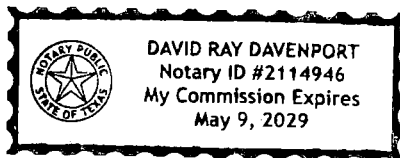
Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the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

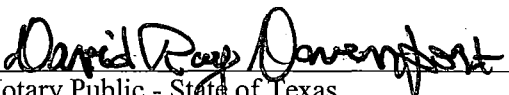
Signed this 5 day of June, 2025


John Davenport, Trustee

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 5th day of June, 2025, by John Davenport in his capacity as Trustee.




Notary Public - State of Texas

FILED

2025 JUN -6 PM 12:07

NOTICE OF TRUSTEE'S SALE

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

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

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 OF SALE: Tuesday, the 1st day of July, 2025.

TIME OF SALE: Between the hours of 10:00 a.m. and 4:00 p.m. The earliest time at which the sale will commence is 10:00 a.m., and the sale will commence no later than 12:59 p.m.

PLACE OF SALE: George Allen Courts Building, 600 Commerce Street, Dallas, Texas 75202, at the area at the George Allen Courts Building designated by the Commissioner's Court, Dallas County, Texas, where the foreclosures are to take place, such area is on the North Side of the Building facing 600 Commerce Street below the overhang.

INFORMATION REGARDING THE LIEN THAT IS THE SUBJECT OF THIS SALE:

NAME OF DOCUMENT: Declaration of Condominium Regime and Master Deed for 2220 Canton Loft Condominiums, recorded under Document No. Volume 95009, Page 2133 in the Official Public Records of Dallas County, Texas, (the "Declaration"). The real property encumbered by the Assessment Lien granted under the Declaration is described on Exhibit "A" attached hereto and made a part hereof for all purposes together with all and singular the rights, appurtenances, improvements and fixtures thereto (collectively, the "Property").

INDEBTEDNESS SECURED: Pursuant to the *Declaration of Condominium Regime and Master Deed for 2220 Canton Loft Condominiums*, recorded under Document No. Volume 95009, Page 2133 in the Official Public Records of Dallas County, Texas, (the "Declaration"), 2220 Canton Loft Condominiums Association, Inc. (the "Association") is authorized to impose maintenance assessments upon the Property to meet the common expenses associated with the improvement, maintenance, operation, administration, and preservation of 2220 Canton Loft Condominiums Association, Inc. (the "Assessments") and has an express contractual lien on the Property to secure the payment of any due but unpaid Assessments owed by the owner of the Property.

APPOINTMENT OF TRUSTEE:

NAME OF DOCUMENT: Appointment of Trustee

DATE: April 10, 2025.

NAME OF TRUSTEE: Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or Jason Bailey, and/or John Brillian, and/or Cal Dunagan, and/or Yvette Medina, and/or Grant Neidenfeuhr, and/or Matthew Kirby, 4301 Westbank Drive, Building A, Suite 150, Austin, Texas 78746.

The Property is a condominium unit in 2220 Canton Loft Condominiums Association, Inc. (the "Project") and is subject to the Declaration of Condominium Regime and Master Deed for 2220 Canton Loft Condominiums, (the "Declaration").

Reginald J. Newsome ("Debtor") is the owner of the Property pursuant to a General Warranty Deed (Cash Deed) recorded at Document No. 201300363037, Official Public Records, Dallas County, Texas;

The Declaration establishes 2220 Canton Loft Condominiums Association, Inc. (the "Association"), an association as that term is used in the Texas Uniform Condominium Act, to manage and administer the affairs of the Project and authorizes the Association to impose maintenance assessments upon all owners of the condominium units in the Project to meet the common expenses associated with the improvement, maintenance, operation, administration, and preservation of the Project (the "Assessments");

The Declaration and/or the Texas Uniform Condominium Act creates an express contractual lien on each condominium unit in the Project to secure the payment of any due but unpaid Assessments owed by any unit owner (the "Lien") and authorizes the Association to enforce such Lien through nonjudicial foreclosure;

The Declaration and/or the Texas Uniform Condominium Act provides that by accepting a deed to his or her condominium unit, such owner shall be deemed to have expressly granted to the Association a power of sale upon his or her unit to secure payment of the Assessments thereafter imposed upon such owner and without other formality than executing an instrument in writing, the Association shall have the right to appoint a successor or trustee to exercise the power of sale;

Debtor has failed to pay the Assessments imposed by the Association;

The Association has requested that Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or Jason Bailey, and/or John Brillian, and/or Cal Dunagan, and/or Yvette Medina, and/or Grant Neidenfeuhr, and/or Matthew Kirby, act as trustee pursuant to the Appointment of Trustee, sell the Property, and apply the proceeds of such sale in accordance with the provisions of the Declaration. Pursuant to section 51.009 of the Texas Property Code, the sale of the Property will be AS IS condition, without any express or implied warranties, and subject to any prior encumbrances to title filed of record and/or expressly set forth in the Declaration.

Therefore, at the date, time, and place set forth above, the undersigned, as Trustee, will conduct the sale of the Property as a public auction to the highest bidder for cash pursuant to the terms of the Declaration, subject to all prior encumbrances (including but not limited to prior liens), easements, restrictive covenants, liens, rights of parties in possession, mineral interests and leases, and other matters affecting title to the Property that would be shown by a review of the Official Public Records of Dallas County, Texas, or by an on-the-ground inspection of the Property.

Pursuant to section 51.0075 of the Texas Property, Code, the Trustee or any Substitute 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.

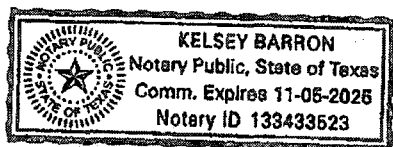
Please be advised that, pursuant to Section 3.311 of the Texas Business and Commerce Code, all communications concerning a dispute of this debt, including an instrument tendered as full and final satisfaction of this debt, are to be sent to the undersigned. This firm is a debt collector. Should you wish to obtain more information regarding your rights as a debtor, please visit: <https://www.consumerfinance.gov/>. Additionally, should you dispute all or any part of the sums set forth above please email debtverification@caglepugh.com.

IN WITNESS WHEREOF, this Notice of Trustee's Sale has been executed on this the 3rd day of June, 2025.

Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or Jason Bailey, and/or John Brilliant, and/or Cal Dunagan, and/or Yvette Medina, and/or Grant Neidenfeuhr, and/or Matthew Kirby, any to act as trustee

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 3rd day of June, 2025, by Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or Jason Bailey, and/or John Brilliant, and/or Cal Dunagan, and/or Yvette Medina, and/or Grant Neidenfeuhr, and/or Matthew Kirby, Trustee.



Notary Public Signature

NAME AND ADDRESS OF TRUSTEE:

Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or Jason Bailey, and/or John Brillian, and/or Cal Dunagan, and/or Yvette Medina, and/or Grant Neidenfeuhr, and/or Matthew Kirby, any to act as trustee

CAGLE PUGH

4301 Westbank Drive, Building A, Suite 150,
Austin, Texas 78746

EXHIBIT "A"

PROPERTY DESCRIPTION

ADDRESS: 2220 CANTON STREET, UNIT 211, DALLAS, TEXAS 75201.

UNIT NO. 211, AND ITS APPURTENANT UNDIVIDED INTEREST IN AND TO THE GENERAL AND LIMITED COMMON ELEMENTS OF 2220 CANTON LOFTS CONDOMINIUMS, A CONDOMINIUM REGIME SITUATED IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE DECLARATION RECORDED IN VOLUME 95009, PAGE 2133, CONDOMINIUM RECORDS, DALLAS COUNTY, TEXAS, AND FIRST AMENDMENT RECORDED IN VOLUME 95153, PAGE 1420, CONDOMINIUM RECORDS, DALLAS COUNTY, TEXAS.

FILED

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public nonjudicial foreclosure sale.

2025 JUN -6 AM 11:11

1. Property To Be Sold. The property to be sold is described as follows:

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY MU DEPUTY

Lot 14-A, Block 5984, SUBDIVISION OF PART OF TRACTS 14 AND 15 OF KIEST PARK ESATES #2, an unrecorded addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof, recorded in Volume 509, Page 1751, Deed Records, Dallas County, Texas.

2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: Tuesday, July 1, 2025

Time: The sale shall begin no earlier than 1:00 p.m. or no later than three hours thereafter. The sale shall be completed no later than 4:00 p.m.

Place: The area of the North Side of the George Allen Courts Building in Dallas, Texas, or as designated by the Commissioner's Court pursuant to Section 51.002 of the Texas Property Code as a place where foreclosure sales are to take place.

The Deed of Trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the Deed of Trust 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 refilled in accordance with the posting and filing requirements of the Texas Property Code. Such reposting or refiling may be after the date originally scheduled for this sale.

3. Terms of 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.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the date the property is sold.

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 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. The sale shall not cover any part of the property that has been released of public record 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 or substitute trustee to sell the property in one or more parcels and/or 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. Prospective bidders are advised to conduct an independent investigation of the nature and condition of the property.

Pursuant to the Texas Property Code, the trustee or substitute 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 sale.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.) and state law, including section 51.015 Texas Property Code. 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

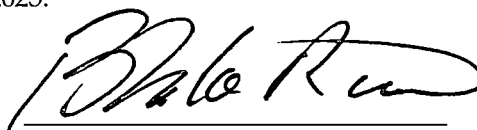
National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice.

4. Type of Sale. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by that one certain Deed of Trust executed Remnant of Faith Church, dated April 21, 2020, and recorded in Document Number 202000105604 of the Official Public Records of Dallas County, Texas.

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described in the original principal amount of \$915,000.00 executed by Remnant of Faith Church payable to the order of BancorpSouth Bank (collectively the "Obligation"). Cadence Bank is the current owner and holder of the Obligation and is the beneficiary under the Deed of Trust.

6. Default and Request To Act. Default has occurred under the Deed of Trust, and the beneficiary has requested me, as trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

DATED: June 5, 2025.



Blake Rasner
Substitute Trustee
Haley & Olson, P.C.
100 N. Ritchie Road, Suite 200
Waco, Texas 76712
Telephone: (254) 776-3336
Facsimile: (254) 776-6823
Email: brasner@haleyolson.com

Notice of Foreclosure Sale & Appointment of Substitute Trustee

Date: June 2, 2025

Type of Security

Instrument: Deed of Trust

Date of Instrument: May 18, 2019

Debtor: Alejandro R. Enriquez, Margarita Campos-Ramirez, and Ruben Enriquez

Original Trustee: Clifford D. Harmon

Substitute Trustee: J.N. Richards Law, P.C.

Current Beneficiary: Mutual Investments Realty, Inc

County of Property: Dallas County, Texas

Recording Information: Deed of Trust - Dallas County Real Property Records Document Number 201900129323, Assignment of Deed of Trust to Mutual Investments Realty, Inc - Dallas County Real Property Records Document Number 202400134298, and Corrective Assignment of Deed of Trust to Mutual Investments Realty, Inc - Dallas County Real Property Records Document Number 2024000178674

Property Description: LOT TEN (10), BLOCK 2/6712, ST. AUGUSTINE PARK ESTATES NO. 1, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 70218, PAGE 129 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, WHICH CURRENTLY HAS THE ADDRESS OF 10040 HYMIE CIRCLE, DALLAS, TEXAS 75217

Date of Sale of Property: July 1, 2025

Earliest Time of Sale

of Property: The sale shall begin no earlier than 1:00 PM. and no later than three hours thereafter. The sale shall be completed by no later than 4:00 P.M.

Place of Sale of Property: North side of the George Allen Courts Building facing Commerce Street, located at 600 Commerce Street, Dallas, Texas 75202, or any other place designated by the County Commissioners Court.

Because of default in the performance of the obligations of the Debtor, the (Substitute) Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified to satisfy the debt secured by the Lien. The sale will begin at the earliest time stated above and within three hours after that time.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT

2025 JUN -6 AM 11:10
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
FILED

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 J.N. Richards Law, P.C., to act, as Substitute Trustee.**

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas

Property Code is:

J.N. Richards Law, P.C.
c/o Nate Richards
407 E. Corsicana Street
Athens, Texas 75751
903-676-9202



James N. Richards
407 E. Corsicana Street
Athens, Texas 75751
Ph: 903-676-9202
Fx: 817-518-9286
Email: nate@jnr.law

Executed on June 2, 2025

NOTICE OF SUBSTITUTE TRUSTEE SALE

Deed of Trust Date: 3/16/2023	Grantor(s)/Mortgagor(s): DAMIEN JOHNSON, AN UNMARRIED MAN
Original Beneficiary/Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS A NOMINEE FOR PARAMOUNT RESIDENTIAL MORTGAGE GROUP, INC ITS SUCCESSORS AND ASSIGNS	Current Beneficiary/Mortgagee: Paramount Residential Mortgage Group, Inc.
Recorded in: Volume: N/A Page: N/A Instrument No: 202300084171	Property County: DALLAS
Mortgage Servicer: Cenlar FSB is representing the Current Beneficiary/Mortgagee under a servicing agreement with the Current Beneficiary/Mortgagee.	Mortgage Servicer's Address: 425 Phillips Blvd , Ewing, NJ 08618
Date of Sale: 7/1/2025	Earliest Time Sale Will Begin: 10am
Place of Sale of Property: George Allen Courts Building, 600 Commerce Street, Dallas, TX 75202 OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE.	

Legal Description: BEING LOT 18, BLOCK A/5894, CEDAR CREST BUSINESS CENTER ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGE 107, OF THE MAP AND/OR PLAT RECORDS OF 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, John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Joshua Sanders, Ramiro Cuevas, Matthew Hansen, Daniel Hart, Auction.com LLC, Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, or Payton Hreha, 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(i): 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: 6/3/2025

Thuy Frazier

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

Dated: 6/5/2025

Shelley Ortolani

Printed Name:

Shelley Ortolani

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

BY
JOHN E. WARREN
COUNTY CLERK
DALLAS COUNTY
DEPUTY

2025 JUN -5 AM 10:28

MH File Number: TX-25-108627-POS

Loan Type: Conventional Residential

FILED

NOTICE OF FORECLOSURE SALE

June 4, 2025

DEED OF TRUST ("DEED OF TRUST"):

Dated: May 30, 2024

Grantor: Infinity Builders Group LLC

Trustee: Matt L. Janner

Lender: SCF Jake, LP

Recorded in: Document Number 202400110239 of the Official Public Records of Dallas County, Texas

Legal Description: Lot 31, Block 9/6956, of KIMBALL ESTATES ADDITION, an addition to the City of Dallas, Dallas County, Texas, according to the Map thereof recorded in Volume 80, Page 2651, Map Records, Dallas County, Texas TOGETHER WITH ALL BUILDINGS, IMPROVEMENTS, AND FIXTURES THEREON (the "Property")

Secures: Real Estate Lien Note (the "Note") in the original principal amount of \$299,000.00, executed by Infinity Builders Group LLC and payable to the order of Lender

Guaranty: The Note is guaranteed by a Guaranty Agreement dated May 30, 2024, and executed by Nouman Muhammad in favor of Lender in favor of Lender

Substitute Trustees and Address: Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, or Payton Hreha c/o Stibbs & Co., P.C., 831 Crossbridge Drive, Spring, Texas 77373

2025 JUN -5 AM 10:28
JOHN E. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

FILED

FORECLOSURE SALE:

Date: July 1, 2025

Time: 10am – 1pm

Place: The north side of the George Allen courts building facing Commerce Street or as designated by the County Commissioner's Office

Terms of Sale: The sale will be conducted at a public auction to the highest bidder for cash. Pursuant to the Deed of Trust, Lender has the right to direct the Substitute 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 under 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 and the amount owed on the Note was accelerated. Because of that default, Lender, the owner, and holder of the Note, has requested the 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 51.0075(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 the Substitute Trustee.

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.


SUBSTITUTE TRUSTEE
Shelley Ortolani, Michele Hreha, Mary Mancuso,
Francesca Ortolani, Carol Dunmon, or Payton
Hreha c/o Stibbs & Co., P.C., 831 Crossbridge
Drive, Spring, Texas 77373

NOTICE OF TRUSTEE'S SALE

FILED

DEED OF TRUST INFORMATION:

Grantor(s)	Patsy Jean Thompson (incorrectly spelled Pasty)	Deed of Trust Date	August 21, 2008
Original Mortgagee	Bank of America, N.A.	Original Principal	\$157,500.00
Recording Information	Instrument #: 20080282047 in Dallas County, Texas	Original Trustee	Gary J. Sommerfelt
Property Address	11615 Featherbrook Drive, Dallas, TX 75228	Property County	Dallas

2025 JUN -5 AM 10:28

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____
DEPUTY

MORTGAGE SERVICER INFORMATION:

Current Mortgagee	PHH Mortgage Corporation	Mortgage Servicer	PHH Mortgage Corporation
Current Beneficiary	PHH Mortgage Corporation	Mortgage Servicer Address	1661 Worthington Road, Suite 100, West Palm Beach, FL 33409

SALE INFORMATION:

Date of Sale	07/01/2025
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	Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, Payton Hreha 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:

LOT 30, BLOCK 7/8049, OF REVISED PLAT OF BRIARWOOD ESTATES, SECTION ONE, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 78151, PAGE 13, OF THE 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

NOTICE OF TRUSTEE'S SALE

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 June 4, 2025.

/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

(b) The obligation secured by the lien sought to be foreclosed is in default.

(c) The requisite notice to cure the default has been mailed to each person as required under applicable law and the loan agreement, contract, or lien sought to be foreclosed and the opportunity to cure has expired. Before the Application was filed, any other action required under applicable law and the loan agreement, contract, or lien sought to be foreclosed was performed.

IT IS THEREFORE ORDERED that:

1. PHH Mortgage Corporation, together with its successors and assigns, is hereby authorized to serve Notice of Sale on each Respondent and may proceed with a foreclosure sale in accordance with the security agreement and Texas Property Code Section 51.002 concerning the property with a commonly known mailing address of 11615 Featherbrook Drive, Dallas, TX 75228 and legal description as described in the Real Property Records of Dallas County, Texas as follows:

LOT 30, BLOCK 7/8049, OF REVISED PLAT OF BRIARWOOD ESTATES,
SECTION ONE, AN ADDITION TO THE CITY OF DALLAS, DALLAS
COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN VOLUME 78151, PAGE 13, OF THE MAP RECORDS OF
DALLAS COUNTY, TEXAS.

2. The name and last known address of each Respondent subject to the order are:

Patsy Jean Thompson
11615 Featherbrook Drive
Dallas, TX 75228

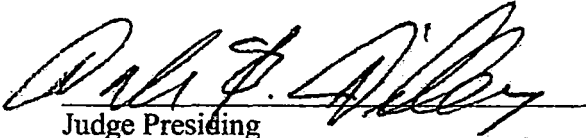
3. The recording or indexing information of each lien to be foreclosed is as follows:

Instrument #: 20080282047 in the Real Property Records of Dallas County,
Texas.

4. A conformed copy of an Order Allowing Foreclosure must be attached to the Trustee or Substitute Trustee's Foreclosure Deed in accordance with TRCP 736.12.
5. Petitioner may communicate with each Respondent and all third parties as reasonably necessary to conduct a foreclosure sale.
6. Notice of Foreclosure Sale must be mailed to Respondent's counsel by certified mail if a Respondent is represented by counsel.

Signed, this _____ day of _____, 2025.

6/2/2025 6:05:45 PM


Judge Presiding

Approved as to form by:

By: /s/ Scott H. Crist

- ☐ Selim H. Taherzadeh
Texas Bar No. 24046944
st@taherzlaw.com
- ☐ Jeremiah B. Hayes
Texas Bar No. 24048532
jh@taherzlaw.com
- ☒ Scott H. Crist
Texas Bar No. 24057814
sc@taherzlaw.com
15851 N Dallas Parkway, Ste 410
Addison, TX 75001
Telephone: (469) 729-6800
Facsimile: (469) 828-2772
ATTORNEYS FOR PETITIONER

NOTICE OF FORECLOSURE SALE

Deed of Trust:

Dated: February 29, 2024
Grantor: TSALACH REALTY INVESTMENTS IV, LLC
Trustee: Chris Ferguson, managing attorney of Jack O'Boyle and Associates, a professional limited liability company
Lender: Capital Fund I, LLC, an Arizona limited liability company
Loan Servicer: Capital Fund I, LLC, an Arizona limited liability company
Recorded: **Instrument #2023-202500169274**, recorded on August 22, 2023, in the official Real Property (Deed) Records of DALLAS COUNTY, Texas
Secures: **Promissory Note** ("Note") in the original principal amount of \$140,000.00, executed by TSALACH REALTY INVESTMENTS IV, A TEXAS LIMITED LIABILITY COMPANY ("Borrower") and payable to the order of Lender
Maturity Date: February 1, 2025

Legal Description:

LOT 20, BLOCK 8621, BERRIES ACRES, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 69238, PAGE 1695, MAP RECORDS, DALLAS, COUNTY, TEXAS.; and more commonly known as 4338 VANDEVORT DR., DALLAS, TX 75216

FORECLOSURE SALE:

Date: **Tuesday, July 1, 2025**
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 LONGER THE DESIGNATED AREA, AT THE AREA MOST RECENTLY DESIGNATED BY THE 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.



FILED
2025 JUN -5 AM 10:29
JOHN E. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____

Substitute Trustee: Bennett M. Wyse, Ted Gambordella, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Guy Wiggs, David Stockman, Brenda Wiggs, Donna Stockman, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Angela Cooper, Carol Dunmon, Payton Hreha, AND/OR Jeff Benton

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:

By: 
Ted Gambordella, Substitute Trustee
5910 N Central Expy, Suite 920
Dallas, Texas 75206
Tel. (214) 473-5551
Fax. (214) 540-9333
Tgambordella@prattaycock.com

NOTICE OF FORECLOSURE SALE

Deed of Trust:

Dated: October 3, 2024
Grantor: YOUNGER FUNDING & INVESTMENTS LLC, A TEXAS LIMITED LIABILITY COMPANY
Trustee: Chris Ferguson, managing attorney of Jack O'Boyle and Associates, a professional limited liability company
Lender: Capital Fund I, LLC, an Arizona limited liability company
Loan Servicer: Capital Fund I, LLC, an Arizona limited liability company
Recorded: **Instrument # 2024-202400202063**, recorded on October 4, 2024, in the official Real Property (Deed) Records of DALLAS COUNTY, Texas
Secures: **Promissory Note** ("Note") in the original principal amount of \$700,000.00, executed by YOUNGER FUNDING & INVESTMENTS LLC, A TEXAS LIMITED LIABILITY COMPANY ("Borrower") and payable to the order of Lender
Maturity Date: October 1, 2025

Legal Description:

BEING LOT 7 IN BLOCK C, 8389 OF TAMARACK ADDITION, AN ADDITION TO THE CITY OF DALLAS, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 67122, PAGE 0027, OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS; and more commonly known as 4028 CANDLENUT LN, DALLAS, TX 75244

FORECLOSURE SALE:

Date: **Tuesday, July 1, 2025**

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 LONGER THE DESIGNATED AREA, AT THE AREA MOST RECENTLY DESIGNATED BY THE 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.



Substitute Trustee: Bennett M. Wyse, Ted Gambordella, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Guy Wiggs, David Stockman, Brenda Wiggs, Donna Stockman, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Angela Cooper, Carol Dunmon, Payton Hreha, AND/OR Jeff Benton

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.

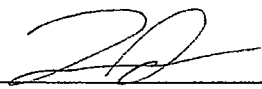
The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain 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:

By: 
Ted Gambordella, Substitute Trustee
5910 N Central Expy, Suite 920
Dallas, Texas 75206
Tel. (214) 473-5551
Fax. (214) 540-9333
Tgambordella@prattaycock.com

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 §

JUN -5 AM 10:29
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
DEPUTY

Date: June 4, 2025

Borrower: 1234 Templecliff LLC, a Texas limited liability company

Borrower's Address: 1240 West Peachtree St NW, Apt 902
Atlanta, Georgia 30309

Holder: Red Oak Capital Fund II, LLC, a Delaware limited liability company

Holder's Address: c/o Ryan Anderson
Red Oak Capital Holdings
625 Kenmoor Ave SE, Suite 202
Grand Rapids, MI 49546

Substitute Trustees: Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Guy Wiggs, David Stockman, Brenda Wiggs, Donna Stockman, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Angel Cooper, Carol Dunmon, Payton Hreha, Jeff Benton, and each of them acting alone

Substitute Trustees' Address: c/o Bryan Cave Leighton Paisner LLP
2200 Ross Avenue, Suite 4200W, Dallas, Texas 75201

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

Date: June 29, 2023

Grantor: 1234 Templecliff LLC, a Texas limited liability company

Lender: Red Oak Capital Holdings, LLC, a Delaware limited liability company



4845034

Trustee: Amy Simpson

Secures: Promissory Note ("Note"), dated June 29, 2023, in the original principal amount of \$2,300,000.00, executed by Grantor, payable to the order of Lender and currently held by Holder.

Recording: Recorded on July 5, 2023, in the Real Estate Records of Dallas County, Texas (the "Records"), as Document No. 202300131553.

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, July 1, 2025

Time of Sale: The sale of the Property will take place between the hours of 10:00 a.m. and 4:00 p.m. local time; the earliest time at which the sale will take place is 1:00 p.m., and the sale will begin within three hours thereafter.

Place of Sale: On the north side of the George Allen Courts Building facing Commerce Street below the overhang or as otherwise designated by the Dallas County Commissioners Court as the area where foreclosure sales are to take place

Holder has appointed Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Guy Wiggs, David Stockman, Brenda Wiggs, Donna Stockman, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Angel Cooper, Carol Dunmon, Payton Hreha, Jeff Benton, and each of them acting alone, 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. The indebtedness evidenced by the Note is now wholly due. 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 4:00 P.M. local time.

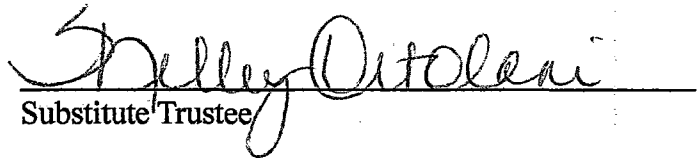

Substitute Trustee

EXHIBIT A

(Property Description)

Being a part of City Block 6244, in the City of Dallas, Dallas County, Texas and also being a tract of land situated in the John Beeman Survey, Abstract No. 98, in the City of Dallas, Dallas County, Texas, being the same land described in deed to 1234 Templecliff LLC, a Texas limited liability company, recorded in Instrument No. 2021-202100028342, Deed Records, Dallas County, Texas (D.R.D.C.T.) and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch yellow capped iron rod set for corner, in the East line of Templecliff Drive, being at the Southwest corner of a tract of land conveyed to BAWA Corporation, by deed recorded in Volume 2003046, Page 5650, Deed Records, Dallas County, Texas and at the Northwest corner of said 1234 Templecliff LLC tract;

THENCE North 89 degrees 08 minutes 30 seconds East, a distance of 222.80 feet to a 1/2 inch iron rod found for corner in the West line of a tract of land described in deed to Fair Kingdom Church of God in Christ, recorded in Instrument No. 201800247559 (D.R.D.C.T.), at the Southeast corner of said BAWA Corporation tract;

THENCE South 00 degrees 43 minutes 09 seconds East, a distance of 235.23 feet to a mag nail set for corner in the said West line of Fair Kingdom Church of God in Christ tract, at the Northeast corner of Faith Temple Estates, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat thereof recorded in Volume 29, Page 173, Plat Records, Dallas County, Texas (P.R.D.C.T.);

THENCE South 89 degrees 08 minutes 30 seconds West, a distance of 220.83 feet to a 1/2 inch iron rod set with a yellow capped iron rod set for corner in the said East line of Templecliff Road, at the Northwest corner of said Faith Temple Estates;

THENCE North 01 degrees 11 minutes 56 seconds West, with the said East line of said Templecliff Road, a distance of 235.23 feet to the POINT OF BEGINNING and containing 52,177 square feet or 1.20 acres of land

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.

Date: June 4, 2025

Substitute Trustee: Rodney L. Hubbard

Substitute
Trustee Address: 12222 Merit Drive, Suite 1200
Dallas, Texas 75251

Mortgagee: Hal O. Collier, Trustee of the Financial 492 Trust

Note: Promissory note in the original principal sum of \$49,746.00 dated March 1, 2005 executed by Daryle Wayne Griffin payable to the order of Hal O. Collier, Trustee of the Financial 492 Trust

Deed of Trust

Date: March 1, 2005

Grantor: Daryle Wayne Griffin

Mortgagee: Hal O. Collier, Trustee of the Financial 492 Trust

Recording information:

Clerk's Instrument No. 201900167843, Real Property Records, Dallas County, Texas.

Property:

The real property and all improvements thereon commonly known as 1501 Renner, Dallas, Texas 75216; and more completely described as Lot 10, Block A/3583, of the Merrick and Alexander Addition, an addition to the City of Dallas, Dallas County, Texas.

County: Dallas

Date of Sale: July 1, 2025

FILED
2025 JUN -5 AM 8:52
JOHN S. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

Time of Sale: 10:00 a.m.

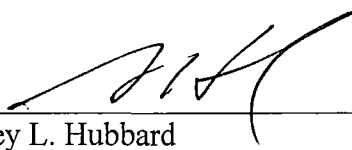
Place of Sale:

The area outside on the North side of the George L. Allen Courts Building, 600 Commerce Street, Dallas, Texas 75202, facing Commerce Street below the overhang or as designated by the Dallas County Commissioners Court as the area where foreclosure sales are to take place.

Mortgagee has appointed Rodney L. Hubbard, as Substitute Trustee under the Deed of Trust. Mortgagee has instructed Substitute Trustee to offer the Property for sale toward the satisfaction of the Note.

Notice is given that on the Date of Sale, Substitute Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "AS IS," with no representations or warranties of title, possession, or quiet enjoyment. The sale will occur at the Time of Sale, or not later than three hours thereafter. Mortgagee may bid by credit against the indebtedness secured by the Deed of Trust.

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 MORTGAGEE SERVICER.



Rodney L. Hubbard
Substitute Trustee
12222 Merit Drive, Suite 1200
Dallas, Texas 75251
(469) 630-3940
(469) 630-3965 (Fax)
rhubbard@trialattorneystexas.com

1A
RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

John Beazley, Logan Thomas, Phillip Pierceall, Terry
Waters, Douglas Rodgers, Clay Golden, Bruce Miller,
Joshua Sanders, Ramiro Cuevas, Matthew Hansen,
Daniel Hart
c/o Malcolm Cisneros/Trustee Corps
17100 Gillette Avenue
Irvine, CA 92614
(949) 252-8300

112576

TS No TX08000051-25-1

APN 00000811142020000

TO No 250276390-TX-RW1

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on September 12, 2011, PHILIP CESARIO AND MARTHA L CESARIO, HUSBAND AND WIFE as Grantor/Borrower, executed and delivered that certain Deed of Trust in favor of ALAN E. SOUTH, ATTORNEY AT LAW as Trustee, ROYAL UNITED MORTGAGE, LLC. as original Beneficiary, which Deed of Trust secures the payment of that certain Promissory Note of even date therewith in the original amount of \$333,000.00, payable to the order of Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as trustee of WFL Homes Trust as current Beneficiary, which Deed of Trust recorded on September 21, 2011 as Document No. 201100247527 in Dallas County, Texas. Deed of Trust covers all of the real property described therein, including, but not limited to, all of the following described property, rights and interests (the "Property"), to-wit: **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

APN 00000811142020000

WHEREAS, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed **John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Joshua Sanders, Ramiro Cuevas, Matthew Hansen, Daniel Hart** or either of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust; and

WHEREAS, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and **Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as trustee of WFL Homes Trust**, the legal holder of such indebtedness and the liens securing same has requested either one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust.

2025 JUN -5 AM 8:21
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

FILED

TS No TX08000051-25-1

APN 00000811142020000

TO No 250276390-TX-RWI


NOW THEREFORE, NOTICE IS HEREBY GIVEN that on **Tuesday, July 1, 2025 at 10:00 AM**, no later than three (3) hours after such time, being the first Tuesday of such month, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place in Dallas County, Texas, at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a Deed of Trust or other contract lien as follows: **George Allen Courts Building, 600 Commerce Street, Dallas, TX 75202, or in the area designated by the Commissioner's Court.**

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of and Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as trustee of WFL Homes Trust's election to proceed against and sell both the real property and any personal property described in said Deed of Trust in accordance with and Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as trustee of WFL Homes Trust's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

NOTICE IS FURTHER GIVEN, that except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust. Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "as is", "where is" condition. Conveyance of the Property shall be made without any representations or warranties whatsoever, expressed or implied. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters and 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 in "as is", "where is" condition, without any expressed or implied warranties, except as to the warranted.

WITNESS, my hand this 2nd day of June, 2025.


By: Joshua Sanders, Substitute Trustee(s)

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.

**SALE INFORMATION CAN BE OBTAINED ONLINE AT www.Auction.com
FOR AUTOMATED SALES INFORMATION PLEASE CALL: Auction.com at 800.280.2832**

FOR REINSTATEMENT / PAY OFF REQUESTS CONTACT: (949) 252-8300

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

TS No TX08000051-25-1

APN 00000811142020000

TO No 250276390-TX-RWI

EXHIBIT "A"

BEING LOT 2 IN BLOCK 4/8428, SECOND SECTION, JACKSON MEADOWS, AN ADDITION TO THE CITY OF DALLAS, TEXAS, ACCORDING TO THE MAP THEREOF, RECORDED IN VOL. 77162, PAGE 596, MAP RECORDS, DALLAS COUNTY, TEXAS.

FILED

2025 JUN -5 AM 8:21

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

BY _____ DEPUTY

R 1556

Notice of Substitute Trustee Sale

T.S. #: 24-12260

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.

Date, Time, and Place of Sale - The sale is scheduled to be held at the following date, time and place:

Date: 7/1/2025
Time: The sale will begin no earlier than **10:00 AM** or no later than three hours thereafter.
The sale will be completed by no later than **1:00 PM**
Place: **Dallas County Courthouse in Dallas, Texas, at the following location: George Allen Courts Building, 600 Commerce Street, Dallas, TX 75202**
OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE

Property To Be Sold - The property to be sold is described as follows:

UNIT NO. 31 IN BUILDING F AND ITS APPURTENANT UNDIVIDED INTEREST IN AND TO THE GENERAL AND LIMITED ELEMENTS OF BRISTLE CONE TOWNHOUSE CONDOMINIUMS, A CONDOMINIUM REGIME IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE CONDOMINIUM DECLARATION, RECORDED IN VOLUME 80077, PAGE 1088, REAL PROPERTY RECORDS DALLAS COUNTY, TEXAS, WHEN TAKEN WITH ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO.

Instrument to be Foreclosed – The instrument to be foreclosed is the Deed of Trust is dated 12/29/2014 and is recorded in the office of the County Clerk of Dallas County, Texas, under County Clerk's File No 201500000647, recorded on 1/2/2015, of the Real Property Records of Dallas County, Texas.

Property Address: 3929 BUENA VISTA ST 31 DALLAS Texas 75204

Trustor(s):	JANE W CHERRY	Original Beneficiary:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR ASCENT HOME LENDING, LLC., ITS SUCCESSORS AND ASSIGNS
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Current Beneficiary:	SERVBANK, SB	Loan Servicer:	Servbank
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Current Substituted Trustees:	Auction.com, Donna Stockman, Brenda Wiggs, David Stockman, Michelle Schwartz, Guy Wiggs, Carol Dunmon, Payton Hreha, Janet Pinder, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Brandy Bacon, Jamie Dworsky, Angela Cooper, Rick Snoke, Prestige Default Services, LLC
-------------------------------	--

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.

T.S. #: 24-12260

Terms of Sale - The sale will be conducted as a public auction to the highest bidder for cash with funds being made payable to Prestige Default Services, LLC, 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. 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 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property. Pursuant to section 51.0075 of 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.

Type of sale - The sale is a non-judicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of the sale granted by the deed of trust executed by JANE W CHERRY A SINGLE WOMAN. The real property and personal property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

Obligations Secured - The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including by not limited to (1) the promissory note in the original principal amount of \$205,913.00, executed by JANE W CHERRY A SINGLE WOMAN, and payable to the order of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR ASCENT HOME LENDING, LLC., ITS SUCCESSORS AND ASSIGNS; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of JANE W CHERRY A SINGLE WOMAN to JANE W CHERRY. SERVBANK, SB is the current owner and holder of the Obligations and is the beneficiary under the Deed of Trust.

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the Note and all other amounts lawfully owing under the Note, the Deed of Trust, and all of the other associated loan documents, including, without limitation, all interest, default interest, late charges, advances, attorneys' fees and other costs and expenses. **All checks must be made payable to Prestige Default Services, LLC**

Questions concerning the sale may be directed to the undersigned or to the beneficiary:

SERVBANK, SB c/o Servbank
3138 E Elwood St
Phoenix, AZ 85034
(800) 272-3286

Dated: 6/5/25

Auction.com, Donna Stockman, Brenda Wiggs, David Stockman, Michelle Schwartz, Guy Wiggs, Carol Dunmon, Payton Hreha, Janet Pinder, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Brandy Bacon, Jamie Dworsky, Angela Cooper, Rick Snoko, Prestige Default Services, LLC



Prestige Default Services, LLC
16801 Addison Road, Suite 350
Addison, Texas 75001
Phone: (972) 893-3096 ext. 1035
Fax: (949) 427-2732
Sale Line Information: (800) 793-6107
Website: www.auction.com

T.S. #: 24-12260

AFTER RECORDING, PLEASE RETURN TO:

Prestige Default Services, LLC

16801 Addison Road, Suite 350

Addison, Texas 75001

Attn: Trustee Department

R1584

Our Case Number: 25-00848-FC-2

NOTICE OF TRUSTEE'S SALE

WHEREAS, on January 2, 2004, DORETHA M. HAMILTON, A SINGLE PERSON, executed a Deed of Trust/Security Instrument conveying to VIRGINIA CATRON, as Trustee, the Real Estate hereinafter described, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR ESI MORTGAGE, L.P. ITS SUCCESSORS AND ASSIGNS, in the payment of a debt therein described, said Deed of Trust/Security Instrument being recorded under County Clerk Number 2729687, in Book 2004-013, at Page 02129, in the DEED OF TRUST OR REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS; and

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness;

WHEREAS, the undersigned has been appointed Substitute Trustee in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust/Security Instrument; and

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **TUESDAY, JULY 1, 2025** between ten o'clock AM and four o'clock PM and beginning not earlier than 10:00 AM or not later than three hours thereafter, I will sell said Real Estate at George Allen Courts Building, 600 Commerce Street, Dallas, TX 75202 in **DALLAS COUNTY, TEXAS** to the highest bidder for cash. The sale will be conducted in the area of the Courthouse designated by the Commissioners' Court, of said county, pursuant to Section §51.002 of the Texas Property Code as amended; if no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this notice was posted.

Said Real Estate is described as follows: BEING LOT 3, IN BLOCK B/6036 OF DRUID HILLS ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 28, PAGE 159 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

Property Address: 3417 HOLLIDAY RD, DALLAS, TX 75224

Mortgage Servicer: BANK OF AMERICA, N.A.

Noteholder: THE BANK OF NEW YORK MELLON FKA THE BANK OF
NEW YORK, AS TRUSTEE FOR THE CERTIFICATE
HOLDERS OF THE CWABS INC., ASSET-BACKED
CERTIFICATES, SERIES 2004-3
7105 CORPORATE DRIVE, PLANO, TX 75024-4100

The Mortgage Servicer is authorized to represent the Noteholder by virtue of a servicing agreement with the Noteholder. 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.

ACTIVE MILITARY SERVICE NOTICE

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.

WITNESS MY HAND this 4 day of June.



Shelley Ortolani, Michele Hreha, Mary Mancuso,
Francesca Ortolani, Carol Dunmon, Payton Hreha,
Brian Hooper, Mike Jansta, Mike Hayward, Jay
Jacobs, Andrew Garza, Luis Terrazas, Jeff Benton,
Brandy Bacon, Michelle Schwartz, Guy Wiggs,
David Stockman, Donna Stockman, Janet Pinder,
Jamie Dworsky, Angela Cooper, Stockman
Foreclosure Services inc., Marinosci Law Group PC

Substitute Trustee Address:

Marinosci Law Group, P.C.
16415 Addison Road, Suite 725
Addison, TX 75001
(972) 331-2300

FILED

2025 JUN -5 AM 8:22

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

BY

Notice of Substitute Trustee 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: 07/01/2025

Time: The sale will begin at 01:00 PM or not later than three hours after that time

Place: Dallas County, Texas at the following location: **NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONERS OFFICE PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE AS THE PLACE WHERE FORECLOSURE SALES ARE TO TAKE PLACE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS**

Property Address: 2414 Emmett Street, Dallas, TX 75211

2. 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 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 conveyance of the property is subject to all matters of record affecting the property. If the sale is set aside or otherwise rescinded, the Purchaser at the sale shall be entitled to the return of the funds paid pursuant to section 51.016 of the Texas Property Code.

3. Instrument to be Foreclosed: The instrument to be foreclosed is the Deed of Trust or Contract Lien dated 02/28/2024 and recorded 03/04/2024 in Document 202400043294, real property records of Dallas County, Texas, with **Mhouse Solution LLC**, a Texas **Limited Liability Company** grantor(s) and Easy Street Capital Investments, LLC as Lender, EF Mortgage LLC as Beneficiary.

4. Appointment of Substitute Trustee: In accordance with Texas Property Code Sec. 51.0076, the undersigned authorized agent for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

5. Obligation Secured: Deed of Trust or Contract Lien executed by **Mhouse Solution LLC**, a Texas **Limited Liability Company**, securing the payment of the indebtedness in the original principal amount of **\$168,300.00**, and obligations therein described including but not limited to the promissory note; and all modifications, renewals and extensions of the promissory note. **EF Mortgage LLC** is the current mortgagee of the note and deed of trust or contract lien.

6. Default: A default has occurred in the payment of indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness.

7. Property to be sold: The property to be sold is described as follows: SEE EXHIBIT A

8. Mortgage Servicer Information: The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement.

Servis One, Inc., dba BSI Financial Services
4200 Regent Blvd, Suite B200
Irving, TX 75063
Phone: 800-327-7861

BY
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
RECEIVED

2025 JUN -5 AM 8:22

FILED

TS No.: 2025-06303
25-000041-568

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.

Date: 6/4/2025

Marissa Vidrine
Printed Name: Marissa Vidrine

Entra Default Solutions, LLC

1355 Willow Way, Suite 115

Concord, CA 94520

Telephone: (925) 272-4993

Authorized Agent of the Mortgagee or Mortgage Servicer

For additional sale information visit: www.mwzmlaw.com/tx-investors

Certificate of Posting

I am Donna Stockman whose address is c/o AVT Title Services, LLC, 5177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on 6/5/25 I filed this Notice of Foreclosure Sale at the office of the Dallas County Clerk and caused it to be posted at the location directed by the Dallas County Commissioners Court.

TS No.: 2025-06303
25-000041-568

EXHIBIT A

Lot 4, Block 9/3774, SUNSET ADDITION, an Addition to the City of Dallas, Dallas County, Texas, according to the Map or Plat recorded in Volume 2, Page 297, Map Records of Dallas County, Texas.

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public nonjudicial foreclosure sale.

2025 JUN 10 PM 4:00

JOHN E. WARREN
COUNTY CLERK
DALLAS COUNTY

BY _____ DEPUTY

1. Deed of Trust. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the following described deed of trust:

Date: August 12, 2024

Grantor: LakeView Homes, LLP

Beneficiary: Broadstreet Bank

Substitute Trustee: Douglas A. Ritcheson, and/or Charles E. Lauffer, Jr., and/or Lance Vincent

Recording Information: Deed of Trust recorded under Clerk's File No. 202400164794, in the Official Public Records of Dallas County, Texas.

2. Property to be Sold. The property to be sold (the "Property") is described as follows:

All those certain lots, tracts or parcels of land situated in Dallas County, Texas, being more particularly described in the Deed of Trust and on what is attached hereto as Exhibit "A" and made a part hereof for all purposes;

together with, all and singular: (a) all improvements and structures thereon; (b) all right, title and interest of Mortgagor in and to equipment, apparatus, fixtures and Personal Property now or hereafter attached thereto or used in connection with the operation of the Real Property, including (but not limited to) all heating, lighting, refrigeration, plumbing, ventilation, incinerating, water heating, cooking, dishwashing, radio, communication, electrical, air conditioning equipment, appliances, generators, engines and machinery, elevators, pumps, motors, compressors, boilers, condensing units, disposals, range hoods, furniture, furnishings, sprinklers, wiring, pipe, doors, windows, window screens, draperies, awnings, shelving, mantels, cabinets, paneling, wall coverings and floor coverings and such other goods as are ever used or furnished in operating any building or buildings located or to be located on the Real Property; together with all building materials, supplies, tools, implements and equipment now or hereafter delivered thereto or to be installed on the Real Property; (c) all rights, titles, powers, privileges, easements, licenses, permits, approvals, reservations, rights-of-way, bonds, and interests appurtenant thereto or used in connection with the Real Property; (d) all right, title, and interest of Mortgagor in and to adjacent streets, alleys, rights-of-way or sidewalks, drainage facilities, utility facilities, strips and gores between the Real Property and abutting properties and all permits, consents, licenses and bonds, if any, related to the ownership or operation of the Real Property; (e) all rights, titles, powers, and interests appurtenant or incidental to any of the foregoing, including without limitations, any and all water and water rights, water and sewer taps, rights under utility agreements with public or private entities or agencies with respect to providing of utility services; (f) all of Mortgagor's rights, if any, in and to all plans, drawings and abstracts pertaining

to the Mortgaged Property; (g) all insurance and proceeds of insurance related to the Mortgaged Property; (h) all accounts receivable, notes receivable, checks, drafts, contract rights, instruments, documents, chattel paper, and general intangibles of every nature evidencing Mortgagor's right to the payment of money and arising from the sale, lease or license of Mortgaged Property; and (i) all proceeds, cash and non-cash products, substitutions and replacements of Mortgaged Property together with all property of Mortgagor now or hereafter in the possession of Mortgagee, including deposits, savings accounts and certificates of deposit.

3. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time and place:

Date: **July 1, 2025**

Time: The sale shall begin no earlier than 1:00 p.m. or no later than three (3) hours thereafter. The sale shall be completed by no later than 4:00 p.m.

Place: George L. Allen, Sr. Courts Building in Dallas, Texas, at the following location:

The area outside the north side of the George L. Allen, Sr. Courts Building facing 600 Commerce Street below the overhang in Dallas, Texas, or at such other place as is designated by the Dallas County Commissioners' Court as the area where foreclosure sales shall occur.

The deed of trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust 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. Such reposting or refileing may be after the date originally scheduled for this sale.

4. Terms of 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.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the date the property is sold.

The sale will be made expressly subject to unpaid ad valorem taxes and 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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

A purchaser at the sale of the Property "acquires the Property 'AS IS' without any expressed or implied warranties" (except as to the warranties of title from the grantor identified in the deed of trust described below). Any purchaser acquires the Property "at the purchaser's own risk." TEXAS PROPERTY CODE §51.009. Nothing set forth in this Notice is an express or implied representation or warranty regarding the Property, all of which are specifically disclaimed by the undersigned and by the beneficiary of the herein described deed of trust.

5. Type of Sale. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by LakeView Homes, LLP. The deed of trust is dated August 12, 2024, and is recorded in the office of the County Clerk of Dallas County, Texas, under Clerk's File No. 202400164794, in the Official Public Records of Dallas County, Texas.

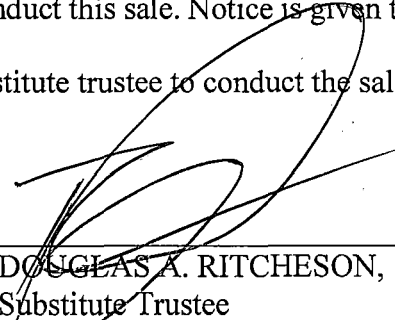
6. Obligations Secured. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including, but not limited to, (1) the August 12, 2024 promissory note in the original principal amount of \$1,200,000.00, executed by LakeView Homes, LLP, and payable to the order of Broadstreet Bank;

(2) all renewals and extensions of the note; (3) all interest, late charges, fees and other expenses payable under said note on the herein described deed of trust; and (4) all other debts and obligations described in the deed of trust (including all debts secured by any cross-collateralization clause in the deed of trust). Broadstreet Bank is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, Broadstreet Bank, Attention: Jason Sobel, telephone (903) 569-2602.

7. Default and Request to Act. Default has occurred under the deed of trust, and the beneficiary has asked me, as substitute trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

DATED: June 4, 2025



DOUGLAS A. RITCHESON,
Substitute Trustee
821 ESE Loop 323, Suite 530
Tyler, Texas 75701
Tel: (903) 535-2900
Fax: (903) 533-8646

Notice to Members of the Armed Forces of the United States:

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.

EXHIBIT "A"

TRACT 1:

SITUATED in the City of Dallas, Dallas County, Texas, and being a tract of land in the GEORGE W. SHAW SURVEY, Abstract No. 1387, and in City Block 8770, and said tract embracing parts of Tracts 1 and 2 as described in deed to Chai Voraritskul recorded in Volume 98133, Page 5171, of the Dallas County Deed Records, and said tract being more fully described as follows:

BEGINNING at a 1/2" iron rod found in place for the most westerly northwesterly corner of said Tract 2 and the east corner of that certain Ingress-Egress Easement described in instrument recorded in Volume 90202, Page 1130, of said Deed Records, and in the southwesterly line of Lot 2, Block A/8770, KMEZ Addition, as shown on plat thereof recorded in Volume 90009, Page 2465, of said Deed Records;

THENCE South 72 degrees, 13 minutes, 20 seconds East with the most westerly northeasterly line of said Tract 2 and said southwesterly line of Lot 2, KMEZ Addition, 635.0 feet to a 1/2" iron rod found in place for the south corner of said Lot 2;

THENCE North 44 degrees, 49 minutes, 20 seconds East with the northwesterly line of said Tract 2 and the southeasterly line of said Lot 2, passing the east corner of said Lot 2, KMEZ Addition, continuing in all 985.52 feet to the north corner of said Tract 2, in the southwesterly line of that certain tract conveyed to Peggy Sue Staniec by deed recorded in Volume 92046, Page 1212, of said Deed Records;

THENCE South 72 degrees 07 minutes, 10 seconds East with the northeasterly line of said Tract 2 and said southwesterly line of said Peggy Sue Staniec tract, and continuing with the southwesterly line of tracts conveyed to Stephen D. Ford by deed recorded in Volume 74098, Page 1346, to Benito Ruiz, by deed recorded under County Clerk's File No. 201700221548, to Louis Mann and Lynn Mann by deed recorded in Volume 2004083, Page 6026, and to Irma Ramos Hernandez, by deed recorded in Volume 8770, Page 1387, all in said Deed Records, and continuing in all 1690.08 feet to a 1/2" iron rod found in place for the east corner of said Tract 2, and the occupied north corner of tracts conveyed to Henry Edward Hicks by deed filed under County Clerk's File No. 201400073552;

THENCE South 43 degrees, 40 minutes West with the southeasterly line of said Tract 2 and the northwesterly line of said Hicks tracts and continuing with a part of the northwesterly line of that certain tract conveyed to Betty J. Baty Revocable Living Trust by deed recorded under Clerk's File No. 200503567000, passing the south or southwest corner of said Tract 2 and continuing with the southeast line of Tract 1 in said Voraritskul deed, in all 1086.61 feet to the south corner of a remainder of said Tract 1;

THENCE North 72 degrees, 13 minutes 20 seconds West with the southwesterly line of said Tract 1 remainder, 1905.76 feet to the north corner of that certain tract conveyed to Woodmont Bloc, L. P., a Texas limited partnership, by deed recorded in Volume 2004041, Page 7193, of said Deed Records in the southeasterly line of that certain tract conveyed to Jeffrey Dean Granberry by deed recorded in Volume 91232, Page 4574, of said Deed Records, from which point a 5/8" iron rod with cap found in place bears North 40 degrees East, 1.22 feet;

THENCE North 44 degrees, 25 minutes, 20 seconds East with the northwesterly line of said Tract 1 remainder and said southeasterly line of Granberry tract, 59.10 feet to a 1/2" iron rod found in place for a corner of said Tract 1 in the southwesterly line of said Tract 2, said point being also the east corner of said Granberry tract;

THENCE North 72 degrees, 13 minutes, 20 seconds West with the southwesterly line of said Tract 2 and with the northerly lines of said Granberry tract and Lot 1, Block A/8770, Billie Ruth Addition, as shown on plat thereof recorded in Volume 80036, Page 2459, of said Deed Records, in all 419.51 feet to the most westerly southwest corner

of said Tract 2 and the southeast corner of that certain Ingress-Egress Easement described in instrument recorded in Volume 90202, Page 1130, of said Deed Records;

THENCE North 17 degrees, 46 minutes, 40 seconds East with the northwesterly line of said Tract 2 and the southeasterly line of said Ingress-Egress Easement, 50.0 feet to the PLACE OF BEGINNING, and containing 39.242 acres.

TRACT 2: EASEMENT

Non-exclusive easement for pedestrian and vehicular ingress and egress in, to and over the following described tract of land, reserved in Correction Warranty Deed and Reservation of Easement executed by S. L. Napier, Jr., et al, to Summit-Dallas Broadcasting Corporation, dated June 8, 1989, filed October 15, 1990, recoded in Volume 90202, Page 1130, of the Deed Records of Dallas County, Texas;

Being a tract or parcel of land situated in the City of Dallas, Dallas County, Texas, and being part of the George W. Shaw Survey, Abstract No. 1387, and being part of Block 8770 and being part of that tract of land conveyed to S. L. Napier, Jr., by deed recorded in Volume 79194, Page 533, of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod set for corner in the centerline of St. Augustine Road, said rod being North 45 degrees, 00 minutes, 00 seconds, East a distance of 916.00 feet from the intersection of the centerline of Middlefield Road and the centerline of St. Augustine Road said line also being the Northwesterly line of said George W. Shaw Survey;

THENCE North 45 degrees, 00 minutes, 00 seconds East along the centerline of St. Augustine Road a distance of 56.14 feet to a 1/2" iron rod with plastic cap set for corner;

THENCE South 72 degrees, 02 minutes 42 seconds East a distance of 405.25 feet to a 1/2" iron rod with plastic cap set for corner;

THENCE South 17 degrees, 57 minutes, 18 seconds West a distance of 50.00 feet to a 1/2" iron rod with plastic cap set for corner in the Northeasterly line of the Billie Ruth Subdivision, an Addition in the City of Dallas as recorded in Volume 80036, Page 2459, of the Deed Records of Dallas County, Texas;

THENCE North 72 degrees, 02 minutes, 42 seconds West along the Northeasterly line of the said Billie Ruth Subdivision and along the Northeasterly line of a tract of land conveyed to H. D. and Ruth Heath as recorded in Volume 5925, Page 106, of the Deed Records of Dallas County, Texas, a distance of 430.78 feet to the point of Beginning, and containing 20,901 square feet or 0.4798 acres of land, more or less.