# NOTICE OF FORECLOSURE SALE

2025 JUN -9 PH 1:09

JOHN F. WARREN

**Deed of Trust:** 

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Dated:

August 22, 2023

Grantor:

DISARM AND PROTECT INC, A TEXAS CORPORATION IN

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 #202300184681, recorded on September 12, 2023, in the official Real Property (Deed) Records of DALALS COUNTY,

Texas

Secures:

Promissory Note ("Note") in the original principal amount of \$431,000.00, executed by DISARM AND PROTECT INC, A TEXAS CORPORATION("Borrower") and payable to the order of

Lender

Maturity Date:

August 1, 2024

**Legal Description:** 

LOT 82, BLOCK 1, OF SILVER CREEK CROSSING, 6TH INSTALLMENT, PHASE 1, AN ADDITION TO THE CITY OF DESOTO, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN **VOLUME 2004094, PAGE 99, OF THE MAP RECORDS OF** DALLAS COUNTY, TEXAS; and more commonly known as 1702 CARRIAGE CREEK DR. DESOTO, TX, 75115.

#### **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 NO 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:

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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 Substitute Trustee Sale**

F25-00142 TX 6723154428 | 7241077515 2025 JUN -9 PM 1:08

JOHN F. WARREN COUNTY CLERK

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:

07/01/2025

Time:

The sale will begin no earlier than 10:00AM or no later than three hours thereafter. The sale will be completed by no later than 1:00 PM. (Attention all bidders: cashier's checks must be made

payable to Assured Lender Services, Inc.)

Place:

Dallas County, TX at the following location: North side of the George Allen Courts Building facing Commerce Street, OR IF THE PRECEDING AREA IS NO LONGER THE DESIGNATED AREA, AT 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:

Lot 1, Block F, Elerson Ranch, Phase I, an Addition to the City of DeSoto, Dallas County, Texas, according to the map or plat thereof recorded in Volume 2004200, Page 104, of the Map Records of Dallas County, Texas.

APN: 200332500F0010000

Commonly known as: 1024 Ginger Trail, DeSoto, TX 75115-1451

Instrument to be Foreclosed – The instrument to be foreclosed is the Deed of Trust, Security Agreement and Assignment of Leases and Rents, dated 10/25/2023 (the "Deed of Trust") and recorded in the office of the County Clerk of Dallas County, Texas, recorded on 10/26/2023 as Instrument No. 202300219375 of the Real Property Records of Dallas County, Texas.

Trustor(s):

TRIPLE D. ACQUISITION LLC, a Texas limited liability company

Original Beneficiary:

Velocity Commercial Capital,

LLC, a California Limited

Liability Company

Current

U.S. Bank Trust Company,

Loan Servicer:

PHH Mortgage Services

Beneficiary:

National Association, as Trustee for Velocity Commercial Capital

Loan Trust 2024-1

Current

Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon,

Payton Hreha, Michele Sanders or Cherie Maples

Substituted Trustees:

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.

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. 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 present Beneficiary under the Deed of Trust has elected to conduct a unified foreclosure sale pursuant to the provisions of Texas Business and Commercial Code § 9.604 (a) and to include in the non-judicial foreclosure pursuant to the power of the sale granted by the deed of trust described in this Notice of Trustee's Sale all of the personal property and fixtures described within the loan documents. The present Beneficiary reserves the right to revoke its election as to some or all of said personal property and/or fixtures, or to add additional personal property and/or fixtures to the election herein expressed, at the present Beneficiary's sole election, from time to time and at any time until the consummation of the trustee's sale to be conducted pursuant to the Deed of Trust and Notice of Trustee's Sale. 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 \$386,250.00, executed by TRIPLE D. ACQUISITION LLC, a Texas limited liability company, and payable to the order of Velocity Commercial Capital, LLC, a California Limited Liability Company; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of TRIPLE D. ACQUISITION LLC, a Texas limited liability company. U.S. Bank Trust Company, National Association, as Trustee for Velocity Commercial Capital Loan Trust 2024-1 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.

NOTICE TO POTENTIAL BIDDERS: WE REQUIRE CERTIFIED FUNDS AT SALE BY CASHIER'S CHECK(S) PAYABLE DIRECTLY TO "ASSURED LENDER SERVICES, INC." TO AVOID DELAYS IN ISSUING THE FINAL DEED.

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

U.S. Bank Trust Company, National Association, as Trustee for Velocity Commercial Capital Loan Trust 2024-1 30699 Russell Ranch Road, Suite 295
Westlake Village, CA 91362
Raul Romero
raromero@velocitycommercial.com
(512) 676-4574

Dated: 68 2095

Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol

Dunmon, Payton Hreha, Michele Sanders or Cherie Maples

Assured Lender Services, Inc

111 Pacifica, Suite 140

Irvine, CA 92618 Phone: (714) 508-7373 Fax: (714) 505-3831

AFTER RECORDING, PLEASE RETURN TO:

Assured Lender Services, Inc. 111 Pacifica, Suite 140 Irvine, CA 92618

# **Certificate of Posting**

I,	do hereby certify that I am a citizen of the		
United States of America, o	ver the age of 18 years, and co	mpetent, to be a witness relating to the matters	
herein			
I declare under penalty of perjury that on		I filed the Notice of Sale at	
the office of the	County Clerk and	_ County Clerk and caused same to be posted at the	
County co	urthouse.		
Signature:			
Declarants Name:			
Data			

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#### NOTICE OF ASSESSMENT LIEN SALE

STATE OF TEXAS

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COUNTY OF DALLAS

2025 JUN -5 PM 12: 19

JOHN F. WARREN COUNTY CLERK DALLAS-COUNTY

WHEREAS, the property herein described is subject to the Declaration of Covenants, Conditions and Restrictions for Sheridan Parc, filed on April 18, 2005, as Instrument No. 200503349968, of the Official Public Records of Dallas County, Texas (including any amendments thereof or supplements thereto is hereinafter referred to, collectively, as the "Declaration"). The Declaration provides for the payment of assessments secured by a lien on the Lot of the non-paying owner.

WHEREAS, Sheridan Parc Owners Association on February 2, 2021, November 29, 2023, and January 31, 2024, sent notice of default in payment of assessments to PAULETTE BELL, a single woman, being the reputed owner or current owner of said real property; and

WHEREAS, the said PAULETTE BELL, a single woman, has continued to default in the payment of their indebtedness to Sheridan Parc Owners Association and the same is now wholly due, and Sheridan Parc Owners Association, acting by and through its duly authorized agent, intends to sell the herein described property to satisfy the present indebtedness of said owner to Sheridan Parc Owners Association.

NOW, THEREFORE, notice is hereby given that on Tuesday, the 1st day of July, 2025, between 10:00 a.m. and 4:00 p.m., Sheridan Parc Owners Association will sell the herein described real estate (including any improvements thereon) at public auction at the area outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, 600 Commerce Street, Dallas, Dallas County, Texas, or as designated by the Dallas County Commissioners for such sales, to the highest bidder for cash, subject to all unpaid ad valorem taxes, superior liens and encumbrances of record, and a statutory right of redemption. The earliest time at which said sale will begin will be 1:00 p.m., and the sale will take place not later than three (3) hours thereafter.

Said real estate is particularly described on Exhibit A attached hereto which is incorporated herein by reference for all purposes.

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: June 5, 2025.

**SHERIDAN** 

**PARC** 

**OWNERS** 

ASSOCIATION

Judd A. Austin, III

Its:

**Duly Authorized Agent** 

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned Notary Public on this day personally appeared Judd A. Austin, III, Duly Authorized Agent for Sheridan Parc Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and affirmed seal of office, on June 5, 2025.



### AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr., Judd A. Austin, III, Vinay B. Patel, Kristen Pierce, Parrish S. Nicholls, and Claudia Zissman-Monzon Henry Oddo Austin & Fletcher, P.C. 1717 Main Street, Suite 4600 Dallas, Texas 75201

## EXHIBIT "A"

Lot 2, Block D, SHERIDAN PARC, an Addition to the City of DeSoto, Dallas County, Texas, according to the Map or Plat thereof recorded in Instrument No. 20053590921, of the Official Public Records of Dallas County, Texas (the "Property").

Our Case Number: 25-00408-FC

#### NOTICE OF TRUSTEE'S SALE

WHEREAS, on September 22, 2006, ERRIKA YVONNE FLOOD, A SINGLE WOMAN, executed a Deed of Trust/Security Instrument conveying to GEORGE M. SHANKS, JR., as Trustee, the Real Estate hereinafter described, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR NTFN, INC., DBA PREMIER NATIONWIDE LENDING ITS SUCCESSORS AND ASSIGNS, in the payment of a debt therein described, said Deed of Trust/Security Instrument being recorded under County Clerk Number 200600361248 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 4, IN BLOCK 26 OF SECOND SECTION, WINDMILL HILL, AN ADDITION TO THE CITY OF DESOTO, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 85181, PAGE 5914 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS

Property Address: 1435 MOSSLAKE DR, DESOTO, TX 75115

WITNESS MY HAND this 5 day of June 2025

Mortgage Servicer: NATIONSTAR

Noteholder: NATIONSTAR MORTGAGE LLC

8950 CYPRESS WATERS BLVD., COPPELL, TX 75019

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.

25 JUN – 5 AM 8:22
JOHN E WARREN
COUNTY CLERK
DALLAS COUNTY
DALLAS COUNTY

John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Joshua Sanders, Ramiro Cuevas, Matthew Hansen, Wesley Fowler-Williams, Auction.com, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Brandy Bacon, Jamie Dworsky, Jeff Benton, Brandy Bacon, 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