

NOTICE OF FORECLOSURE

DATE: June 16, 2025

2025 JUN 16 AM 11:58

DEBTORS: Yi Chen

Via Certified Mail Return Receipt Requested
and Regular Mail

5990 Lindenshire Lane #128
Dallas, Texas 75230

E. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

And

2312 Kemerton Drive
Plano, Texas 75025

ASSOCIATION: The Abbey on Preston Owners Association, a Texas nonprofit corporation

SECURITY PROPERTY: Property located at 5990 Lindenshire Lane #128, Dallas, Texas 75230 being more particularly described as follows:

Unit 128, Building A, ABBEY ON PRESTON, a Condominium Project in Dallas County, Texas; together with the limited common elements and an undivided interest in and to the general common elements, as defined in that Declaration recorded in Volume 84130, Page 5336, Condominium Records and amended in Volume 85181, Page 343; Volume 89169, Page 1239 and Clerk's File Number 202000165056, Dallas County, Texas.

ASSESSMENTS:

Pursuant to Texas Property Code §82.113, "assessments" means regular and special assessments, dues, fees, charges, interest, late fees, fines, collection costs, attorney's fees, and any other amount due to the Association by the unit owner or levied against the unit by the Association, all of which are enforceable as assessments.

ASSESSMENTS DUE:

All assessments which are owed to the Association as described in the Debt and Default Information herein, together with all additional amounts accruing and owed through the time of full payment, pursuant to the Governing Documents and law.

GOVERNING DOCUMENTS:

Amended and Restated Declaration of the Abbey on Preston, A Texas Condominium filed of record on June 25, 2020, bearing instrument number 202000165056, Official Public Records of Dallas County, Texas, including any amendments thereto and all other recorded documents governing, evidencing, administering, or securing Association assessments.

DEFAULT: Failure to pay the Assessments Due.

The undersigned represents the Association. You are in default of your obligations under the Governing Documents. Proceedings have been initiated to foreclose and sell the Security Property under the power of sale in the Governing Documents at public auction on

TUESDAY, July 1, 2025. The earliest time at which the sale will occur is 10:00 a.m., and the sale shall begin not later than three hours after that time. The sale will take place at the County Courthouse in Dallas County, Texas, in the area of the courthouse designated by the commissioners court of such county as the place where public sales of real property under a power of sale conferred by a valid lien are to take place. Enclosed with this letter is a copy of the NOTICE OF SUBSTITUTE TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE on the above mentioned Security Property.

The unpaid balance, requirements for satisfaction of the obligations imposed upon you by the Governing Documents, and fees needed to avoid foreclosure may be obtained by contacting the undersigned.

You are cautioned that, whether you elect to mail or personally deliver such sums to the Association, such sums must be actually received before the applicable deadline(s). Any failure to actually deliver such sums on or before the applicable deadline(s) because of any act or omission by you, the U. S. Postal Service, or any other person or entity upon whom you rely, shall not be considered an excuse.

In the event the Security Property is sold at foreclosure for an amount not sufficient to satisfy the entire amount owing, including attorney's fees, trustee's fees, and expenses incurred in connection therewith (unless otherwise agreed by the Association in writing, or unless you have been legally discharged from liability for the Debt), you will be liable for the deficiency.

NOTICE

1. **Defined Terms.** The words and phrases have the meanings attributed to them in the Defined Terms, and where words or phrases are otherwise stated to reasonably indicate an intention to serve as a defined term. When the context requires, singular nouns and pronouns include the plural.
2. **Collection of Debt.** This law firm represents the Association with respect to the claims it has against you. THIS FIRM IS A DEBT COLLECTOR. WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
3. **Demand for Payment, Debtor's Default & Right to Cure Default.** Payment of the Assessments Due is demanded. You are in Default as that term is defined in this letter. You are entitled to cure the Default at any time before the foreclosure has been completed, by paying the total Assessments Due in the required manner.
4. **Attorney Fees and Costs.** You are liable for reasonable attorney fees and other reasonable costs incurred by the Association relating to collecting amounts due to the Association for enforcing the Governing Documents administered by the Association.
5. **Further Increases.** The amount necessary to cure the Default is subject to further increases for any additional assessments becoming due after the Disclosure Date. To obtain the exact amount of Assessments Due on the date you plan to make payment curing the Default, please contact the undersigned or my staff. On the date of payment you may obtain the total amount of Assessments Due as of that date by calling the phone number on the letterhead of this letter. The information will be provided with reasonable promptness, and will likely

require information to be obtained by this office and provided to you by calling you back. If, for any reason, you are unable to obtain the exact amount of Assessments Due at the time of your proposed full payment, you should pay the amount of Assessments Due as stated in this letter, and we will inform you of the additional amounts owing before accepting your payment.

6. **Terms of Letter Not Changed Except by Signed Writing.** Please understand that no communication, written or oral, that any Debtor has had or may have with the Association concerning any modification, renewal, extension, or restructure of the Assessments Due, including any deed in lieu of foreclosure, waiver of deficiency or agreed foreclosure, in any way modifies this letter or constitutes consent to the nonpayment of the assessments, or a waiver by the Association of any of the remedies described in this letter. There is currently no modification, renewal, extension, or settlement agreement between the Debtor and the Association with regard to the Assessments Due or the Governing Documents; furthermore, no proposals made by the Debtor to the Association are effective unless and until they are reduced to writing and signed by an authorized representative of the Association. Nothing contained in this letter is intended to waive any default or event of default; waive any rights, remedies, or recourses available to the Association; or be an election of remedies resulting from any default that may exist with respect to the Governing Documents.
7. **Active Military Duty Notice.** 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. I request your written notice to provide the exact name of such member, and the member's date of birth.
8. **Required Form and Receipt of Payment.** Payment must be made in cash, cash equivalent, wire transfer, or by cashier's check at this office. Payment will be considered made only when the accepted amount and form of payment is actually and physically received.
9. **Request Responses be made to the Undersigned.** Please address all comments and correspondence directly to the undersigned according to the contact information on the letterhead of this letter.

Respectfully submitted,

/s/ Lynnsee Starr

Lynnsee Starr
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Dallas, Texas 75207
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Lstarr@plattrichmond.com
Bar No: 24114441
COUNSEL FOR ASSOCIATION

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE AND
APPOINTMENT OF 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 OF SUBSTITUTE TRUSTEE'S SALE

DATE: June 16, 2025

Information Regarding the Sale:

Date of Sale: Tuesday, July 1, 2025 (which is the first Tuesday of that month)

Time of Sale: The earliest time at which the sale shall occur is 10:00 A.M or within three hours after that time.

Place of Sale: At the place in Dallas County designation by the Commissioner's Court of Dallas County, Texas where foreclosure sales are to take place.

Security Instrument:

The security instrument to be foreclosed is that certain assessment lien created by the Amended and Restated Declaration of The Abbey on Preston, a Texas Condominium (the "*Association*"), recorded on June 25, 2020 (the "*Declaration*"), the grantor being Yi Chen, to Judge Platt, Lynnsee Starr, Kinsey Lakey, and/or Frank Hill, Substitute Trustee, for the benefit of the Association, as beneficiary, and recored under Instrument No. 202000165056 recorded in the real property records of Dallas County, Texas.

Substitute Trustee:

JUDGE PLATT, LYNNSEE STARR, KINSEY LAKEY AND/OR FRANK HILL C/O
PLATT RICHMOND, PLLC

Substitute Trustee's Mailing Address:

1201 N. Riverfront Blvd. Suite 100
Dallas, TX 75207

Obligations Secured:

The indebtedness is evidenced by the Declaration, for the outstanding amount owed equal to \$40,271.82, including all accrued interest, fees, and other amounts payable by Yi Chen as described in the Declaration, any other related documents, and all modifications, renewals, and extension thereof. The Association is the current lien holder under the Declaration.

PROPERTY: The property to be sold is described as follows:

Unit 128, Building A, ABBEY ON PRESTON, a Condominium Project in Dallas County, Texas; together with the limited common elements and an undivided interest in and to the general common elements, as defined in that Declaration recorded in Volume 84130, Page 5336, Condominium Records and amended in Volume 85181, Page 343; Volume 89169, Page 1239 and Clerk's File Number 202000165056, Dallas County, Texas.

RECITALS

Default has occurred in the payment of and/or in the performance of the obligations under the Declaration. Because of this default, The Association under Texas Property Code Section 51.002, has requested that the Substitute Trustee sell the Property according to the terms of the Security Instrument and applicable law.

Formal notice is now given of the Association's election to proceed against and sell the Property, consistent with Association's rights and remedies under the Declaration and applicable law.

Therefore, notice is given that on the Date and Time of the Substitute Trustee's Sale of Property and at the Place of the Substitute Trustee's Sale of Property, I, as Substitute Trustee, or any other Substitute Trustee the Association may appoint, will sell the Property by public sale to the highest bidder for cash or acceptable certified funds, according to the Declaration and applicable law. The sale and conveyance of the Property will be subject to all matters of record applicable to the Property that are superior to the lien created by the Declaration. Substitute Trustee has not made and will not make any covenants, representations, or warranties about the Property other than providing the successful bidder at the sale with a deed to the Property containing any warranties of title required by the Declaration. The Property will be sold AS IS, WHERE IS, AND WITH ALL FAULTS.