

**NOTICE OF DEFAULT AND FORECLOSURE SALE**

2025 MAY 22 AM 11:41

WHEREAS on October 5, 2009 a certain Closed-End Fixed Rate Home Equity Conversion Deed of Trust ("Deed of Trust") was executed by ALTON J WILBURN AND WIFE WANDA V WILBURN, as mortgagors to ROBERT K. FOWLER, as Trustee, for the benefit of FINANCIAL FREEDOM ACQUISITION LLC, A SUBSIDIARY OF ONEWEST BANK, FSB and was recorded on October 16, 2009 in the Official Public Records of Real Property of DALLAS County Texas under Document No. Document No. 200900294543; and

WHEREAS the Deed of Trust was insured by the United States Secretary of Housing and Urban Development ("the Secretary") pursuant to the National Housing Act for the purpose of providing single family housing; and

WHEREAS the beneficial interest in the Deed of Trust is now owned by the Secretary, pursuant to an assignment dated January 30, 2015, recorded in the Official Public Records of Real Property of DALLAS County Texas under Document No. 2015-00054377; and

WHEREAS a default has been made in the covenants and conditions of the Deed of Trust in that for a period of longer than twelve (12) consecutive months, a Borrower fails to physically occupy the Property (hereinafter defined) because of physical or mental illness and the Property is not the principal resident of at least one other Borrower; and

WHEREAS the entire amount delinquent as of April 7, 2025, is \$577,410.03; and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Deed of Trust to be immediately due and payable.

NOW THEREFORE, pursuant to powers vested in me by the Single-Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of me as Foreclosure Commissioner dated July 13, 2022 and recorded in the Official Public Records of DALLAS County, Texas under Document No. 202400189333 on **July 1, 2025**, between the hours of 10:00 AM and 1:00 PM Central Standard Time, all real and personal property at or used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder:

LOT 22, BLOCK 7 OF UNIVERSITY ESTATES NORTH NO. 6, AN ADDITION TO THE CITY OF RICHARDSON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81101, PAGE 522, MAP RECORDS, DALLAS COUNTY, TEXAS.

Commonly known as 2101 BRANDEIS DR, RICHARDSON, TX 75082

The sale will be held between the hours of 10:00 AM and 1:00 PM at public venue in the area designated by the DALLAS County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place, or if no place is designated by the Commissioners Court, the sale will be conducted at the place where this Notice of Default and Foreclosure Sale was posted.

2024-004925NODFSPostFilePubMailWilburn07.01.2025Dallas

The earliest time the sale will occur is 10:00 AM Central Standard Time.

The Secretary of Housing and Urban Development will bid Three Hundred Sixty Thousand Four Hundred Eighteen and 99/100 Dollars (\$360,418.99).

There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his pro-rata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making their bids, all bidders except the Secretary must submit a deposit totaling Thirty-Six Thousand Forty-One and 89/100 Dollars (\$36,041.89) in the form of a certified check or cashier's check made out to the Secretary of HUD. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of Thirty-Six Thousand Forty-One and 89/100 Dollars (\$36,041.89) must be presented before the bidding is closed.

The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the highest bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them.

The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a fee of \$500.00, paid in advance. The extension fee shall be in the form of a certified or cashier's check made payable to the Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due.

If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the foreclosure commissioner after consultation with the HUD representative, will be liable to HUD for any costs incurred as a result of such failure. The Commissioner may, at the direction of the HUD representative, offer the property to the second highest bidder for an amount equal to the highest price offered by that bidder.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant.

The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due

under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the Secretary of HUD, before public auction of the property is completed.

The amount that must be paid if the mortgage is to be reinstated prior to the scheduled sale is \$577,410.03 as of April 7, 2025 plus per diem interest from and after such date until paid in full, plus all other amounts that would be due under the mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien record searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement.

Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below.

Date: May 21, 2025

Foreclosure Commissioner



Carolyn A. Taylor  
Hughes, Watters & Askanase, LLP  
1201 Louisiana Street, 28<sup>th</sup> Floor  
Houston, Texas 77002  
CTaylor@hwa.com  
(713) 590-4200

**NOTICE OF FORECLOSURE SALE  
AND  
APPOINTMENT OF SUBSTITUTE TRUSTEE**

**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.**

**Deed of Trust:**

Dated: December 20, 2023 (on or about)  
Grantor: Marlo Property Group LLC  
Trustee: David Gibson  
Current Lender: In & Out Lending LLC  
Loan Servicer: Black Label Capital, LLC  
Recorded in: Instrument No. **202300255806** recorded on **December 21, 2023** in the official public deed records of **Dallas County, Texas.**

2025 MAY 22 AM 9:15  
JOHN E. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY MA DEPUTY

Legal Description: Being Lot 22, in Block 6, of Arapaho East, Section Two, an Addition to the City of Richardson, Dallas County, Texas, according to the Map thereof recorded in Volume 71078, Page 29, of the Map Records of Dallas County, Texas.

**More commonly known as: 1411 N. Yale Boulevard, Richardson, Texas 75081**

**Foreclosure Sale:**

Date: **Tuesday, July 1, 2025**  
Time: The sale of the Property will be held between the hours of **10:00 A.M.** and **1:00 P.M.** local time; the earliest time at which the Foreclosure Sale will begin is **10:00 A.M.** and not later than three hours thereafter.  
Place: The area located at the **north side of the George Allen Courts Building Facing Commerce Street at 600 Commerce St, Dallas, TX 75202**, or in the area otherwise designated by the Commissioner's Court pursuant to §51.002 of the Texas Property Code as amended.

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 bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Substitute Trustee: Taylor J. Monroe, Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon or Payton Hreha.

Default has occurred in the payment of the promissory note secured by the Deed of Trust, and in the performance of the obligations set forth in the Deed of Trust. Because of that default, Lender, the owner and holder of said promissory note and Deed of Trust, 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 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 51.009 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 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: May 21, 2025**

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'TJ Monroe', is written over a horizontal line.

Taylor J. Monroe, Managing Attorney  
The Monroe Law Firm, PLLC  
SBN: 24117670  
tmonroe@monroeelitelaw.com  
5700 Tennyson Parkway, Ste. 300  
Plano, Texas 75024  
(972) 619-3588  
www.monroeelitelaw.com

FILED

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE** 5 MAY 28 AM 11:42

THE STATE OF TEXAS

§

JOHN F. WARREN

§

COUNTY CLERK

COUNTY OF DALLAS

§

DALLAS COUNTY

BY \_\_\_\_\_ DEPUTY

**WHEREAS**, by that certain Deed of Trust (the "Deed of Trust") dated as of April 12, 2019 and recorded April 18, 2019, executed by Michael J. Fooshee and Sarah M. Fooshee, (the "Grantors"), to Richard E. Roberts, Trustee ("Trustee") for the benefit of Origin Bank as Successor In Interest To BTH Bank, N.A. (the "Beneficiary"), filed for record as Document No. 201900097091, in the Real Property Records of Dallas County, Texas (the "Records"), in which Grantor conveyed to Trustee certain property (the "Property") situated in Dallas County, Texas, which Property includes the real property, the improvements thereon and other property (including, without limitation, all personal property) all as described in the Deed of Trust, said real property whose address is commonly known 100 Thompson Drive, Richardson, Texas 75080 and more particularly described by the Property's legal description on Exhibit "A" attached hereto and fully incorporated herein by reference for all purposes, to secure the repayment of that certain Promissory Note (the "Note") dated on or about April 12, 2019 in the original principal amount of \$833,600.00, executed by Michael J. Fooshee, as Borrower, and payable to the order of the Beneficiary, and any and all other indebtedness secured by and described in the Deed of Trust; and

**WHEREAS**, the Note, the Deed of Trust, and all other documents and instruments executed in connection with or as security for the Note are owned and held by the Beneficiary; and

**WHEREAS**, the Note is in default and the entire unpaid balance thereof is due and payable, and the Beneficiary has demanded payment of each party entitled to demand, and intends to have the power of sale set forth in the Deed of Trust enforced; and

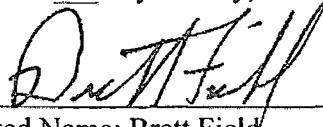
**WHEREAS**, the Beneficiary has appointed **Brett Field and/or Mark Stromberg**, and/or their nominee and authorized representatives at 8350 N. Central Expressway, Suite 1225, Dallas, Texas 75206, individually or collectively, as Substitute Trustee under the Deed of Trust, and has directed a Substitute Trustee or one of their duly appointed nominees, to enforce the power of sale in accordance with the Deed of Trust for the purpose of collecting the indebtedness described therein, after giving notice of the time, place and terms of said sale, and a description of the property to be sold, pursuant to the Deed of Trust and the laws of the State of Texas.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

**THAT I, Brett Field and/or Mark Stromberg**, Substitute Trustee, hereby give notice that a duly-appointed Substitute Trustee or one of their duly appointed nominees will accordingly, after due publication of this Notice, after the filing of a copy of this Notice with the Office of the County Clerk of Dallas County, Texas, and after having given written notice of such sale by certified mail to each debtor obligated to pay the Note and indebtedness secured by the Deed of Trust according to the records of Beneficiary as required by the Deed of Trust and the laws of the State of Texas, all of which have been completed at least twenty-one (21) days next before the date of such sale, sell the Property (including, without limitation, all improvements, fixtures and personal property covered by the Deed of Trust) at public auction to the highest bidder or bidders for cash at the Dallas County Courthouse located at 600 Commerce St. Dallas, Texas 75202 (or at any other such area designated by the Commissioners Court of Dallas County, Texas pursuant to Section 51.002 of the Texas Property Code) on the first Tuesday in July, 2025, the same being the 1st day of July, 2025. The earliest time at which the sale shall begin is 10:00 o'clock a.m.



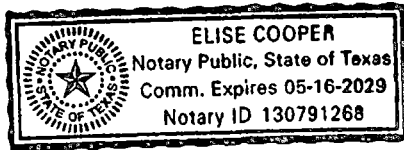
EXECUTED in multiple originals on this the 27<sup>th</sup> day of May, 2025.

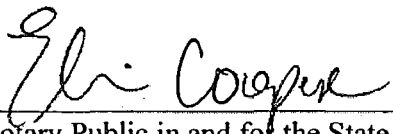
By:   
Printed Name: Brett Field  
Title: Substitute Trustee

**ACKNOWLEDGMENT**

THE STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on the 27<sup>th</sup> day of May, 2025, by Brett Field, an individual, in his capacity as a Substitute Trustee.



  
Notary Public in and for the State of Texas

**AFTER RECORDING  
RETURN TO:**

STROMBERG STOCK, PLLC  
8350 North Central Expressway, Ste 1225  
Dallas, Texas 75206

**EXHIBIT "A"**

**Legal Description**

Being Lot 2, in Block 58, of RICHARDSON HEIGHTS, SIXTH INSTALLMENT, an Addition to the City of Richardson, Dallas County, Texas, according to the Map thereof recorded in Volume 27, Page 221, of the Map records of Dallas County, Texas.

**Dallas County  
John F. Warren  
Dallas County Clerk**

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**Instrument Number:** 202500109347

eRecording - Real Property

Recorded On: May 28, 2025 09:00 AM

Number of Pages: 5

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**" Examined and Charged as Follows: "**

Total Recording: \$37.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 202500109347  
Receipt Number: 20250527001019  
Recorded Date/Time: May 28, 2025 09:00 AM  
User: Vickey J  
Station: Cc131

**Record and Return To:**

Simplifile



**STATE OF TEXAS  
COUNTY OF DALLAS**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Dallas County, Texas.

John F. Warren  
Dallas County Clerk  
Dallas County, TX