

Notice of Trustee's Sale

Date: May 12th, 2025

Trustee: Bette Stanford

Lender: John M. Stanford

Note: Original amount \$78,500.00 dated May 19th, 2004

Deed of Trust

Date: May 19th, 2004

Grantor: Lee Womack and LaShonda Barnett-Womack

Lender: John M. Stanford

Recording information: Deed of Trust recorded Vol 103 Page 05586 DRDCT

Property: Being Lot 27 in Block 18 of Casa View Heights No.15, an Addition to the City of Mesquite, Texas, according to the Revised Map thereof recorded in Volume 29, Page 233, Map Records of Dallas County, Texas.

County: Dallas

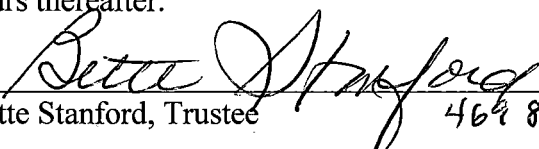
Date of Sale (first Tuesday of month): June 3rd, 2025

Time of Sale: 1PM

Place of Sale: Dallas County, in the area outside of the Northside of the George Allen Courts Building facing Commerce Street, below the overhang or as designated by the County Commissioners.

Bette Stanford is Trustee under the Deed of Trust/Lender has appointed Bette Stanford as Trustee under the Deed of Trust. Lender has instructed Trustee to offer the Property for sale toward the satisfaction of the Note.

Notice is given that on the Date of Sale, Trustee will offer the Property "AS IS" for sale at public auction at the Place of Sale, to the highest bidder for cash. THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE FOR THE PERSONAL PROPERTY IN THIS DISPOSITION. The earliest time the sale will occur is the Time of Sale, and the sale will be conducted no later than three hours thereafter.


Bette Stanford, Trustee

464 831 6456

FILED

2025 MAY 12 AM 10:41

JOHN E. WARREN
COUNTY CLERK
DALLAS COUNTY

BY M4 DEPUTY

FILED

2025 MAY 14 AM 11:29

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

NOTICE OF ASSESSMENT LIEN SALE

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WHEREAS, on or about March 7, 2024, a Notice of Lien was filed in the Deed Records of Dallas County, Texas, covering the real property herein described concerning default in the payment of the indebtedness owing by Kelly R. Jackson, the present owner of said real property, to The Hills at Tealwood Homeowners' Association (the "Association"); and

WHEREAS, the said Kelly R. Jackson has continued to default in the payment of her indebtedness to the Association and the same is now wholly due, and the Association, acting by and through its duly authorized agent, intends to sell the herein described property to satisfy the present indebtedness of said owners to the Association;

NOW, THEREFORE, notice is hereby given that on Tuesday, June 3, 2025, between 10 o'clock a.m. and 4 o'clock p.m., the Association will sell said real estate Outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, Dallas County, Texas, Dallas County, Texas, to the highest bidder for cash, subject to all superior liens and encumbrances of record. The earliest time at which said sale will begin will be 12:00 o'clock noon, and the sale will take place not later than three (3) hours after that time.

Said real estate is described as follows:

Lot 11, Block C, of The Hills at Tealwood Phase I, an Addition in the City of Mesquite, Dallas County, Texas, according to the plat thereof as recorded in Volume 2003168, Page 94 of the Map Records, Dallas County, Texas (2840 Sonora Lane)

WITNESS my hand this 13th day of May, 2025

THE HILLS AT TEALWOOD HOMEOWNERS'
ASSOCIATION

By: Jason R. Reed
Jason R. Reed, Substitute Trustee
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 500
Dallas, Texas 75219

The within notice was posted by me on the 13 day of May, 2025, at the Dallas County Courthouse in Dallas, Texas.

Kylie L.

NOTICE OF ASSESSMENT LIEN SALE

2025 MAY 14 AM 11:30

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

WHEREAS, on or about July 27, 2022, a Notice of Lien was filed in the Deed Records of Dallas County, Texas, covering the real property herein described concerning default in the payment of the indebtedness owing by Evalyne Nyangau, the present owner of said real property, to Cantura Cove Owners Association, Inc. (the "Association"); and

WHEREAS, the said Evalyne Nyangau has continued to default in the payment of her indebtedness to the Association and the same is now wholly due, and the Association, acting by and through its duly authorized agent, intends to sell the herein described property to satisfy the present indebtedness of said owners to the Association;

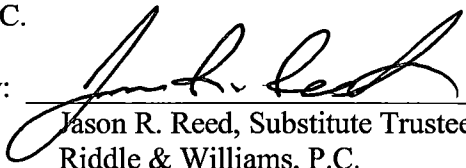
NOW, THEREFORE, notice is hereby given that on Tuesday, June 3, 2025, between 10 o'clock a.m. and 4 o'clock p.m., the Association will sell said real estate Outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, Dallas County, Texas, Dallas County, Texas, to the highest bidder for cash, subject to all superior liens and encumbrances of record. The earliest time at which said sale will begin will be 12:00 o'clock noon, and the sale will take place not later than three (3) hours after that time.

Said real estate is described as follows:

Lot 23, Block 1, of Cantura Cove, Phase One, an Addition to the City of Mesquite, Dallas County, Texas, according to the Plat thereof recorded in Volume 99211, Page 2763, of the Plat Records of Dallas County, Texas. (2221 San Simeon Drive)

WITNESS my hand this 14 day of April, 2025

CANTURA COVE OWNERS ASSOCIATION,
INC.

By: 
Jason R. Reed, Substitute Trustee
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 500
Dallas, Texas 75219

The within notice was posted by me on the 13 day of May, 2025, at the Dallas County Courthouse in Dallas, Texas.



24-03300
927 POWELL RD, MESQUITE, TX 75149

FILED
2025 MAY 13 AM 10:35

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

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY JFW DEPUTY

Property: The Property to be sold is described as follows:

Being Lot 2, Block A, Valley View Heights Addition, an Addition to the City of Mesquite, Dallas County, Texas, according to the Plat recorded in Volume 30, Page 161, Map Records, Dallas County, Texas.

Security Instrument: Deed of Trust dated January 13, 2023 and recorded on January 20, 2023 at Instrument Number 202300012437 in the real property records of DALLAS County, Texas, which contains a power of sale.

Sale Information: June 3, 2025, at 11:00 AM, or not later than three hours thereafter, at the north side of the George Allen Courts Building facing Commerce Street below the overhang, or as designated by the County Commissioners Court.

Terms of Sale: Public auction to highest bidder for cash. In accordance with Texas Property Code section 51.009, the Property will be sold as is, without any expressed or implied warranties, except as to warranties of title, and will be acquired by the purchaser at its own risk. In accordance with Texas Property Code section 51.0075, the substitute trustee reserves the right to set additional, reasonable conditions for conducting the sale and will announce the conditions before bidding is opened for the first sale of the day held by the substitute trustee.

Obligation Secured: The Deed of Trust executed by LOCKETT IN GLOBAL SOLUTIONS INC secures the repayment of a Note dated January 13, 2023 in the amount of \$262,500.00. WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR IBIS HOLDINGS A TRUST, whose address is c/o Selene Finance LP, 9990 Richmond Avenue, Suite 400 South, Houston, TX 77042-4546, is the current mortgagee of the Deed of Trust and Note and Selene Finance LP is the current mortgage servicer for the mortgagee. Pursuant to a servicing agreement and Texas Property Code section 51.0025, the mortgagee authorizes the mortgage servicer to administer the foreclosure on its behalf.

Substitute Trustee: In accordance with Texas Property Code section 51.0076 and the Security Instrument referenced above, mortgagee and mortgage servicer's attorney appoint the substitute trustees listed below.

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.

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.



4843153

Mary Company

De Cubas & Lewis, P.C.
Mary Company, Attorney at Law
PO Box 5026
Fort Lauderdale, FL 33310

Shelley Ortolani

Substitute Trustee(s): 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, Jeff Benton || 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, Jeff Benton

c/o De Cubas & Lewis, P.C.
PO Box 5026
Fort Lauderdale, FL 33310

Certificate of Posting

I, _____, declare under penalty of perjury that on the _____ day of _____, 20____, I filed and posted this Notice of Foreclosure Sale in accordance with the requirements of DALLAS County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).

24-03311
203 FIELDING DR, MESQUITE, TX 75149

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

2025 MAY 13 AM 10:35
JOHN E. WARREN
COUNTY CLERK
DALLAS COUNTY
BY JTB DEPUTY

Property: The Property to be sold is described as follows:

Lot 10, Block G, Rollingwood Hills Addition, an Addition to the City of Mesquite, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 21, Page 263, of the Plat Records of Dallas County, Texas.

Security Instrument: Deed of Trust dated January 13, 2023 and recorded on February 3, 2023 at Instrument Number 2023-202300019023 in the real property records of DALLAS County, Texas, which contains a power of sale.

Sale Information: June 3, 2025, at 11:00 AM, or not later than three hours thereafter, at the north side of the George Allen Courts Building facing Commerce Street below the overhang, or as designated by the County Commissioners Court.

Terms of Sale: Public auction to highest bidder for cash. In accordance with Texas Property Code section 51.009, the Property will be sold as is, without any expressed or implied warranties, except as to warranties of title, and will be acquired by the purchaser at its own risk. In accordance with Texas Property Code section 51.0075, the substitute trustee reserves the right to set additional, reasonable conditions for conducting the sale and will announce the conditions before bidding is opened for the first sale of the day held by the substitute trustee.

Obligation Secured: The Deed of Trust executed by LOCKETT IN GLOBAL SOLUTIONS INC secures the repayment of a Note dated January 13, 2023 in the amount of \$202,500.00. WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR IBIS HOLDINGS A TRUST, whose address is c/o Selene Finance LP, 9990 Richmond Avenue, Suite 400 South, Houston, TX 77042-4546, is the current mortgagee of the Deed of Trust and Note and Selene Finance LP is the current mortgage servicer for the mortgagee. Pursuant to a servicing agreement and Texas Property Code section 51.0025, the mortgagee authorizes the mortgage servicer to administer the foreclosure on its behalf.

Substitute Trustee: In accordance with Texas Property Code section 51.0076 and the Security Instrument referenced above, mortgagee and mortgage servicer's attorney appoint the substitute trustees listed below.

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.

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.



4843155

Mary Company

De Cubas & Lewis, P.C.
Mary Company, Attorney at Law
PO Box 5026
Fort Lauderdale, FL 33310

Shelley Ortolani

Substitute Trustee(s) 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, Jeff Benton || 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, Jeff Benton

c/o De Cubas & Lewis, P.C.
PO Box 5026
Fort Lauderdale, FL 33310

Certificate of Posting

I, _____, declare under penalty of perjury that on the _____ day of _____, 20____, I filed and posted this Notice of Foreclosure Sale in accordance with the requirements of DALLAS County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).

NOTICE OF FORECLOSURE SALE BY SUBSTITUTE TRUSTEE

2025 MAY 12 PM 1:57

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.

JOHN E. WARREN

COUNTY CLERK

DALLAS COUNTY

DEPUTY

1. **Property to Be Sold.** The property to be sold is all of the right, title, and interest of Town East Mall, LLC, a Delaware limited liability company, having its principal place of business c/o Brookfield Properties Retail 350 N Orleans St., Suite 300, Chicago, Illinois 60654 ("**Borrower**" or "**Grantor**") in and to the following property, rights, interests, and estates now owned, or hereafter acquired, by Borrower (collectively, the "**Property**"):
 - (a) Land. The real property owned by Borrower and described on Exhibit A attached to this Notice and made a part hereof ("the **Land**");
 - (b) Additional Land. All additional lands, estates, and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land or for any other use and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Deed of Trust regardless of ownership thereof (the "**Additional Land**");
 - (c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land or the Additional Land (collectively, the "**Improvements**");
 - (d) Easements and Other Beneficial Interests. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights,

water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land, the Additional Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land or the Additional Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

- (e) Equipment. All "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Borrower, which is used at or in connection with the Improvements or the Land or the Additional Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Borrower and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the **"Equipment"**). Notwithstanding the foregoing, Equipment shall not include any property belonging to Tenants under Leases except to the extent that Borrower shall have any right or interest therein;
- (f) Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Land or the Additional Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter

attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land or the Additional Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which Tenants are entitled to remove pursuant to Leases except to the extent that Borrower shall have any right or interest therein;

- (g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, assignable contract rights, accounts, accounts receivable, assignable franchises, assignable licenses, certificates and assignable permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by Borrower and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of the Deed of Trust and all proceeds and

products of the above. Notwithstanding the foregoing, Personal Property shall not include any property belonging to Tenants under Leases except to the extent that Borrower shall have any right or interest therein;

- (h) Leases and Rents. All leases, ground leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. § 101 et seq., as the same may be amended from time to time (the "**Bankruptcy Code**") (collectively, the "**Leases**") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, any lease guaranties, letters of credit, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;
- (i) Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
- (j) Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;
- (k) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

- (l) Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Original Lender in the Property;
- (m) Agreements. All agreements, contracts, certificates, instruments, letters of credit, franchises, permits, licenses, plans, specifications and other documents, each to the extent assignable, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any Event of Default hereunder which is continuing, to receive and collect any sums payable to Borrower thereunder;
- (n) Trademarks. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;
- (o) Accounts. All reserves, escrows, deposit accounts and securities accounts established or maintained with respect to the Property, including, without limitation, the Clearing Account, the Destination Account, the Cash Management Account (and all sub-accounts thereof) and the Reserve Funds and all other accounts established or maintained pursuant to the Loan Agreement (collectively, "**Accounts**"); together with all deposits or wire transfers made or credited to such accounts and all cash, checks, drafts, certificates, securities, securities entitlements, investment property, financial assets, instruments and other property held therein or credited thereto from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;
- (p) Proceeds. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and

- (q) Other Rights. Any and all other rights of Borrower in and to the terms set forth in Subsections (a) through (p) above.

AND without limiting the foregoing, all security interests in portions of the Property subject to the Uniform Commercial Code are included in the foreclosure. The Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "**Real Property**") and, whether affixed or annexed to the Real Property, were deemed conclusively to be real estate under the Deed of Trust and are included in the foreclosure sale.

All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Deed of Trust and Loan Documents.

2. **Instrument to be Foreclosed.** The instrument to be foreclosed is that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as modified, amended and assigned, from time to time, the "**Deed of Trust**"), dated as of November 13, 2012, recorded on November 14, 2012, as Document Number 201200338050 in the office of the County Clerk of Dallas County, Texas (the "**Records**").
3. **Date, Time, and Place of Sale.** The sale is scheduled to be held at the following date, time, and place:

Date: Tuesday, June 3, 2025

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: George Allen Courts Building in Dallas, Texas, at the following location: North side of the George Allen Courts Building facing 600 Commerce Street below the overhang, the place designated by the Dallas County Commissioner's Court as the place for the sale described herein to occur, or, if the preceding area is no longer the designated area, at the area most recently designated by the Dallas

County Commissioner's 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 Commissioner's Court, the sale will be conducted at the place where the Notice of Foreclosure Sale was posted.

If Lender passes this 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 reposting or refiling 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 or cash equivalent, subject to the provisions of the Deed of Trust permitting the beneficiary thereunder to have the bid credited to the amount of the Indebtedness (hereinafter defined) secured by the Deed of Trust at the time of sale.

Lender (as defined herein, or its assignee of the Loan Documents) may bid and become the purchaser of the Property, and all or a portion of the bid of Lender (or such assignee) may consist of a credit to be given against the Indebtedness owing. If Lender (or such assignee) is the successful bidder, its bid shall be applied as a credit against the Indebtedness to the extent possible.

Those desiring to purchase the Property will need to demonstrate their ability to pay their bid immediately in cash or cash equivalent if their bid is accepted.

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.

After commencing the sale, the Substitute Trustee (defined below) conducting the sale may (a) from time to time adjourn the sale to be recommenced and completed at any time prior to 4:00 p.m. on the same day, and/or (b) withdraw the Property or cancel the foreclosure sale at any time prior to the completion of the sale.

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 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.

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 Grantor.

The Property 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.

6. **Obligations Secured.** The Deed of Trust secures the payment of the Indebtedness and the performance of the covenants and agreements of Borrower contained in the Loan Agreement and any other Loan Document, including but not limited to the loan in the original principal amount of \$160,270,000.00, which is governed by the terms of that certain Loan Agreement, dated as of November 13, 2012, by and among Borrower, UBS Real Estate Securities Inc. ("**UBS**") and Barclays Bank PLC ("**Barclays**" and together with UBS, in such capacity, the "**Original Lender**") (as modified, amended or assigned, the "**Loan Agreement**") and evidenced by that certain (i) Promissory Note A-1, dated as of November 13, 2012, executed by Borrower, as maker, in favor of UBS (together with all renewals, modifications, increases and extensions thereof, "**Note A-1**"), and (ii) Promissory Note A-2, dated

as of November 13, 2012, executed by Borrower, as maker, in favor of Barclays (together with all renewals, modifications, increases and extensions thereof, "**Note A-2**"; together with Note A-1, collectively, the "**Note**").

7. **Lender.** U.S. Bank National Association, solely in its capacity as Trustee in trust for Holders of BB-UBS Trust 2012-TFT, Commercial Mortgage Pass-Through Certificates, Series 2012-TFT ("**Lender**"), is the successor-in-interest to Original Lender and is the current owner and holder of the Loan Agreement and the Note and is the current beneficiary of the Deed of Trust and any extensions and modifications thereof. The address of Lender is:

c/o Trimont LLC
Commercial Mortgage Servicing
550 S. Tryon Street, Suite 2400
Charlotte, NC 28202-4200
Attn: Roger Briggs

8. **Special Servicer.** Trimont LLC, as successor to Wells Fargo Bank, N.A., is the special servicer for the Lender (in such capacity, the "**Special Servicer**"), and is authorized to represent the Lender by virtue of a servicing agreement with Lender. Pursuant to such servicing agreement and Texas Property Code Section 51.0025, the Special Servicer is authorized to collect the debt and to administer any resulting foreclosure of the Property securing the Indebtedness referenced herein. The address of Special Servicer is:

Trimont LLC
Commercial Mortgage Servicing
550 S. Tryon Street, Suite 2400
Charlotte, NC 28202-4200
Attn: Roger Briggs

9. **Substitute Trustee.** Howard Marc Spector has been appointed as "**Substitute Trustee**" under (and pursuant to the terms and provisions of) the Deed of Trust in the place of the "Original Trustee" thereunder. The address of Substitute Trustee is:

Spector & Cox
12770 Coit Road, Suite 850
Dallas, Texas 75251

10. Default and Request to Act. An Event of Default has occurred under the Deed of Trust and the other Loan Documents, as described in those certain letters dated December 4, 2024, and April 2, 2025, stating that one or more Events of Default (as such term is defined in the Loan Agreement) have occurred, and Lender has properly accelerated the Indebtedness pursuant to the terms of the Deed of Trust, and the Indebtedness is now wholly due and payable, but has not been paid. Lender, the present owner and holder of the Indebtedness secured by the Deed of Trust and the Loan Documents and the beneficiary under the Deed of Trust, has therefore requested the Substitute Trustee to conduct this sale in accordance with the Deed of Trust in order to satisfy the Indebtedness to the extent that the proceeds from such sale are sufficient to do so. To the extent permitted by applicable law and the Loan Documents, if the proceeds from the foreclosure sale are insufficient to satisfy the full amount of the Indebtedness, the obligors under the Note and other Loan Documents may remain liable for any resulting deficiency. Lender hereby expressly elects to proceed with foreclosure against all Property described in the Deed of Trust, including both the real property and all personal property, fixtures, equipment, accounts, and other collateral subject to the lien of the Deed of Trust, pursuant to the power of sale granted therein and in accordance with Section 9.604(a) of the Texas Business and Commerce Code. Notice is given that the beneficiary may appoint another person as substitute trustee to conduct the sale.

RECITALS IN SUPPORT OF NOTICE OF SALE

A. Borrower executed and delivered the Deed of Trust to Peter S. Graf, an individual, as "Trustee" thereunder ("**Original Trustee**") for the benefit of Original Lender, irrevocably granting, conveying, assigning, warranting and transferring to Original Trustee, with the power of sale, for the benefit of Original Lender and its successors and

assigns, all of Borrower's right, title and interest in and to the Property described in the "Property to Be Sold" section above.

B. The Deed of Trust and the grants, assignments, and transfers set forth therein were made for the purpose of securing the payment of the indebtedness described in the Deed of Trust, including but not limited to, the Indebtedness evidenced by that certain Note A-1 and Note A-2, dated as of November 13, 2012, executed by Borrower, as maker, payable to Original Lender, and that certain Loan Agreement, dated as of November 13, 2012, executed by Borrower and Original Lender, as such Note and Loan Agreement are described in the Deed of Trust. The Note, the Loan Agreement, the Deed of Trust, and all other documents evidencing, governing, securing, or otherwise relating to the Loan Agreement are hereinafter collectively referred to as the "**Loan Documents**". The Note and the Loan Agreement and all indebtedness evidenced thereby, including, but not limited to, principal, interest and attorneys' fees and expenses, together with all indebtedness described in and secured by the Deed of Trust and/or the Loan Documents are hereinafter collectively referred to as the "**Indebtedness**" herein (as further defined in the Loan Agreement).

C. By instrument styled Removal of Trustee, Appointment of Substitute Trustee, Request to Substitute Trustee, dated as of May 5, 2025, recorded in the Records, Lender removed Original Trustee under the Deed of Trust and any other successor Trustee

or "Substitute Trustee" previously appointed by unrecorded instrument, or otherwise, and appointed Howard Marc Spector as "Substitute Trustee" under (and pursuant to the terms and provisions of) the Deed of Trust in the place of the Original Trustee thereunder, to succeed to and become vested with all of the estate and title of the Original Trustee in the Property, and with all the rights, powers, privileges and authority vested in the Original Trustee, by the terms and conditions of the Deed of Trust. The undersigned Substitute Trustee has been requested to provide this notice on behalf of Lender and Special Servicer.

D. An Event of Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust and the other Loan Documents, and as such, the Indebtedness is now wholly due and payable, but has not been paid.

E. Lender, the present owner and holder of the Note secured by the Deed of Trust and the Loan Documents, is the beneficiary under the Deed of Trust, and has therefore requested that Substitute Trustee sell the Property in accordance with the Deed of Trust in order to satisfy the Indebtedness to the extent that the proceeds from such sale are sufficient to do so.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURES APPEAR ON THE FOLLOWING PAGE]

EXECUTED on the 12th day of May, 2025.

SUBSTITUTE TRUSTEE:

[Signature]

Howard Marc Spector

STATE OF TEXAS)

)

COUNTY OF Dallas)

This instrument was acknowledged before me on May 12th 2025, by Howard Marc Spector, who is personally known to me or produced D/L as identification.

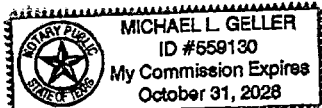
[Signature]

Notary Public, State of Texas

Print Name: Michael L. Geller

My Commission

Expires: 10/31/28



(SEAL)

EXHIBIT A

(Description of Land)

TRACT 1:

Lots 2, 4 and 5, Block A, of TOWN EAST MALL, BLOCK A, LOTS 1-7, an addition to the City of Mesquite, Dallas County, Texas, according to the plat thereof recorded in cc# 201200064295, Map Records, Dallas County, Texas.

TRACT 2:

BEING a part of Lot 6, Block A, of TOWN EAST MALL, BLOCK A, LOTS 1-7, an Addition to the City of Mesquite, Dallas County, Texas, according to the Plat thereof recorded in cc# 201200064295, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEING all of that tract of land in Dallas County, Texas, out of the John T. Nelms Survey, Abstract No. 1095, and being all of Tract IV as described in a Deed to Town East Mall Partnership as recorded in Volume 97113, Page 4056 of the Deed Records of Dallas County, Texas, and being further described as follows:

BEGINNING at a 1/2 inch steel rod found at the Southeast corner of said Tract II, at the Easterly most Northeast corner of Tract IV (97113-4056), and on the Northwest line of a tract of land described in a deed to Dallas Power and Light Co. as recorded in Volume 5629, Page 404 of the Deed Records of Dallas County, Texas;

THENCE South 27 degrees 29 minutes 13 seconds West, 84.91 feet to a 1/2 inch steel rod set at the South corner of said Tract IV;

THENCE Northwesterly, 236.63 feet along a curve to the left having a radius of 779.50 feet and a central angle of 17 degrees 23 minutes 35 seconds (Chord bears North 80 degrees 28 minutes 54 seconds West, 235.72 feet) to an "X" set for corner;

THENCE South 84 degrees 59 minutes 40 seconds West, 42.28 feet to an "X" set at the Southwest corner of said Tract IV;

THENCE North 27 degrees 26 minutes 49 seconds East, 41.09 feet to a pk nail set for corner;

THENCE North 89 degrees 33 minutes 10 seconds East, 231.96 feet to a pk nail set for corner;

THENCE North 27 degrees 26 minutes 49 seconds East, 30.55 feet to a pk nail set for corner;

THENCE South 62 degrees 33 minutes 11 seconds East, 55.00 feet to the Point of Beginning, containing 0.331 acres of land, more or less.

ALSO DESCRIBED AS SURVEYOR'S LEGAL:

BEING a part of Lot 6, Block A, of TOWN EAST MALL, BLOCK A, LOTS 1-7, an Addition to the City of Mesquite, Dallas County, Texas, according to the Plat thereof recorded in cc# 201200064295, Map Records, Dallas County, Texas, and being more particularly described as follows:

BEING all of that tract of land in Dallas County, Texas, out of the John T. Nelms Survey, Abstract No. 1095, and being all of Tract IV as described in a Deed to Town East Mall Partnership as recorded in Volume 97113, Page 4056 of the Deed Records of Dallas County, Texas, and being further described as follows:

BEGINNING at a 1/2 inch steel rod found at the Southeast corner of said Tract II, at the Easterly most Northeast corner of Tract IV (97113-4056), and on the Northwest line of a tract of land described in a deed to Dallas Power and Light Co. as recorded in Volume 5629, Page 404 of the Deed Records of Dallas County, Texas;

THENCE South 26 degrees 35 minutes 21 seconds West, 84.92 feet (measured) (South 27°29'33" West, 84.91 feet per deed) to a 1/2 inch steel rod set at the South corner of said Tract IV;

THENCE Northwesterly, 236.51 feet (measured) (236.63 feet per deed) along a curve to the left having a radius of 779.50 feet and a central angle of 17 degrees 23 minutes 02 seconds (measured) (17°23'35" per deed) (Chord bears North 81 degrees 27 minutes 54 seconds West, 235.60 feet (measured) (North 80°28'54" West, 235.72 feet per deed) to an "X" set for corner;

THENCE South 84 degrees 00 minutes 00 seconds West, 42.21 feet (measured) (South 84°59'40" West, 42.28 feet per deed) to an "X" set at the Southwest corner of said Tract IV;

THENCE North 26 degrees 25 minutes 58 seconds East, 40.88 feet (measured) (North 27°26'49" East, 41.09 feet per deed) to a pk nail set for corner;

THENCE North 88 degrees 32 minutes 15 seconds East, 231.97 feet (measured) (North 89°33'0" East, 231.96 feet per deed) to a pk nail set for corner;

THENCE North 26 degrees 25 minutes 58 seconds East (measured) (North 27°26'49" East per deed), 30.55 feet (to a pk nail set for corner);

THENCE South 63 degrees 34 minutes 02 seconds East, 55.04 feet (measured) (South 62°33'11" East, 55.00 feet per deed) to the Point of Beginning, containing 0.3300 acres of land, more or less.

TRACT 3: (Easement Estate)

Non-Exclusive Easement Rights created pursuant to Construction, Operation and Reciprocal Easement Agreement dated 01/11/1971, filed 02/10/1971, recorded in Volume 71028, Page 1179, Real Property Records, Dallas County, Texas. Memorandum of First Amendment filed 09/24/1982, recorded in Volume 82188, Page 3181, Real Property Records, Dallas County, Texas. Second Amendment filed 06/04/1992, recorded in Volume 92110, Page 862, Real Property Records, Dallas County, Texas. As affected by Agreement filed 02/10/1971, recorded in Volume 71028, Page 1226, Real Property Records, Dallas County, Texas. Being further affected by Assignment and Assumption Agreements filed 10/17/1986, recorded in Volume 86203, Page 189, Real Property Records, Dallas County, Texas; filed 06/24/1988, recorded in Volume 88123, Page 3101, Real Property Records, Dallas County, Texas; filed 07/25/1988, recorded in Volume 88143, Page 1767, Real Property Records, Dallas County, Texas; filed 02/07/1990, recorded in Volume 90026, Page 2013, Real Property Records, Dallas County, Texas; filed 01/03/1991, recorded in Volume 91003, Page 3216, Real Property Records, Dallas County, Texas, and filed 6/12/1997, recorded in Volume 97114, Page 2335, Real Property Records, Dallas County, Texas.

TRACT 4: (Easement Estate)

Non-Exclusive Easement Rights created pursuant to Cross-Easement Agreement dated 10/15/1981, filed 11/06/1981, recorded in Volume 81218, Page 2071, Real Property Records, Dallas County, Texas.

TRACT 5: (Easement Estate)

Non-Exclusive Easement Rights created pursuant to Cross-Easement Agreement dated 12/31/1984, filed 02/26/1985, recorded in Volume 85040, Page 3029, Real Property Records, Dallas County, Texas.

NOTICE OF FORECLOSURE 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 OR 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. *Property to Be Sold.* The property to be sold is described as follows: A CERTAIN TRACT OR PARCEL OF LAND IN DALLAS COUNTY, STATE OF TEXAS, DESCRIBED AS FOLLOWS, TO-WIT:

LOT 23, BLOCK 25 OF NORTHRIDGE ESTATES NO. 1 ADDITION, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS, ACCORDING TO THE REPLAT THEREOF RECORDED IN VOLUME 26, PAGE 157 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust dated 07/18/2022 and recorded in Document 202200205329 real property records of Dallas County, Texas.

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

Date: 06/03/2025

Time: 11:00 AM

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 or as designated by the County Commissioners Court.

4. *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.

5. *Obligations Secured.* The Deed of Trust executed by GUSTAVO MARTINEZ AND ROXANNA ZAPATA GUTIERREZ, provides that it secures the payment of the indebtedness in the original principal amount of \$160,000.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. Pentagon Federal Credit Union is the current mortgagee of the note and deed of trust and PENFED CREDIT UNION is mortgage servicer. A servicing agreement between the mortgagee, whose address is Pentagon Federal Credit Union c/o PENFED CREDIT UNION, 6191 N. State Hwy 161, Ste. 500, Irving, TX 75038 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

6. *Order to Foreclose.* Pentagon Federal Credit Union obtained a Order from the 116th District Court of Dallas County on 01/07/2025 under Cause No. DC-24-19595. The mortgagee has requested a Substitute Trustee conduct this sale pursuant to the Court's Order.

7. *Substitute Trustee(s) Appointed to Conduct Sale.* In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney 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.

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.



Mackie Wolf Zientz & Mann, P.C.

Brandon Wolf, Attorney at Law

✓ L. Keller Mackie, Attorney at Law

Michael Zientz, Attorney at Law

Lori Liane Long, Attorney at Law

Chelsea Schneider, Attorney at Law

Ester Gonzales, Attorney at Law

Karla Balli, Attorney at Law

Parkway Office Center, Suite 900

14160 Dallas Parkway

Dallas, TX 75254

For additional sale information visit: servicelinkauction.com/texas or (866) 539-4173

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 5/13/25 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.

FILED
2025 MAY 14 PM 3:57
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY [Signature]