STATE OF TEXAS COUNTY OF DALLAS

NOTICE OF FORECLOSURE

Adjustable Rate Home Equity Conversion Deed of Trust ("Deed of Trust")

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Dated: 06/26/2006 Grantor(s): Trustee: Lender: Recorded in:

Secures:

Property:

Assignment:

Substitute Trustee:

Substitute Trustee's Street Address:

Mortgage Servicer:

Mortgage Servicer's

Margie H. Chambers

Robert K. Fowler

Wells Fargo Bank, N.A.

200600252625 of the Real Property Records of Dallas County, Texas

2025 MAY -8 AM 11:05

Adjustable Rate Note (Home Equity Conversion) ("Note") in the original principal amount of \$192,000.00 executed by Grantor(s) and payable to the order of Lender and all other indebtedness of Grantor(s) to Lender

The real property and improvements described in the attached Exhibit A

The Note and the liens and security interests of the Deed of Trust were transferred and assigned to B-MUSED, LLC ("Beneficiary") by an instrument dated 01/21/2025, and recorded in 202500014199 of the Real Property Records of Dallas County, Texas

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

c/o DWaldman Law, P.C. 5900 Balcones Drive, Suite 100 Austin, TX 78731

Land Home Financial Services, Inc.

P.O Box 25164 Santa Ana, CA 92799

Address:

Foreclosure Sale:

Date:

Time:

Place:

Tuesday, 06/03/2025

The sale of the Property ("Foreclosure Sale") will take place between the hours of 10:00 am to 1:00 pm local time.

NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE

The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that B-MUSED, LLC's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, B-MUSED, LLC, the owner and holder of the Note, 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 B-MUSED, LLC'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.

Land Home Financial Services, Inc. is representing B-MUSED, LLC in connection with the loan evidenced by the Note and secured by the Deed of Trust under a servicing agreement with Lender. The respective addresses of B-MUSED, LLC and Land Home Financial Services, Inc. are set forth above.

Therefore, notice is given that on and at the Date, Time and Place of Sale described above, Substitute Trustee will sell the Property by public sale to the highest bidder for cash in accordance with the Deed of Trust.

The Deed of Trust permits the Lender to postpone, withdraw, or reschedule the sale for another day. In that case, the Substitute Trustee need not appear at the Date, Time, and Place of Sale described above to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and re-filed in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code. The reposting or re-filing may be after the date originally scheduled for this sale.

Terms of Sale:

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

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. 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. 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 in "asis, 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 Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the Substitute Trustee.

Notice is given that before the Foreclosure Sale Lender may appoint another person as Substitute Trustee to conduct the Foreclosure Sale.

Hypha Substitute Trustee

STATE OF TEXAS COUNTY OF DALLAS This instrument was acknowledged before me by Yautton NA on Notary Public. State of Texas MICHELLE SHELLEY ORTOLANI Commission Expires: L Notary Public, State of Texas Comm. Expires 04-03-2028 Printed Name: Notary ID 90421

Exhibit A: Property Description

LOT 4, BLOCK 1, TOWN NORTH ESTATES ADDITION, AN ADDITION TO THE CITY OF RICHARDSON, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 46, PAGE 187, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS

PROPERTY ADDRESS: 434 BEVERLY DRIVE RICHARDSON, TX 75080

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2025 MAY -7 PM 1:14

BY.

JOHN F. MARREN - COUNTY CLERK DALLAS COUNTY

DEPUTY

Notice of Foreclosure Sale by Trustee

Date:	May
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Trustee: John H. Parish 11325 Pegasus Street, Suite E-202 Dallas, Texas 75238-5205

7,2025

Lender: Travis Street Capital, Inc. 11325 Pegasus Street, Suite E-202 Dallas, Texas 75238-5205

NOTE

Date:	November 18, 2024	
Borrower:	Top Producers, LLC	
Amount:	\$310,000.00	
Holder:	Same as Lender	

DEED OF TRUST

Date:	November 18, 2024
Grantor:	Milton Demone Farr, Manager of Top Producers, LLC
Lender:	Travis Street Capital, Inc. 11325 Pegasus Street, Suite E-202 Dallas, Texas 75238-5205

Recording information:

Deed of Trust, ("Deed of Trust"), dated as of **11/18/2024**, executed by Maker, as grantor, to John H. Parish, as Trustee, for the benefit of Lienholder, recorded on **11/22/2024**, Document# **202400237522** in the Real Property Records of Dallas County, Texas, covering certain real and personal property (collectively, the "Property"), more particularly described therein.

Property: BEING LOT 14, BLOCK C, OF HIGHLAND ADDITION, NO. 2, AN ADDITION TO THE CITY OF RICHARDSON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 19, PAGE 469, PLAT RECORDS, DALLAS COUNTY, TEXAS; AKA 428 Maple St, Richardson, TX 75081

County: Dallas County, Texas

Date of Sale: June 3, 2025

Time of Sale: 10:00 AM or not later than three hours after that time.

Place of Sale: THE AREA OUTSIDE OF THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING, 600 COMMERCE STREET, DALLAS, TEXAS 75202, FACING COMMERCE STREET BELOW THE OVERHANG OR AS DESIGNATED BY THE DALLAS COUNTY COMMISSIONERS.

Lender has appointed John H. Parish, 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 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.

The trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

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.

- a. Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.
- b. 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.

- c. 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.
- d. 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.
- e. Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

Type of Sale. The sale is a nonjudicial deed-of-trust lien [and security interest] foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust [security agreement/and financing statement] executed by [original borrowers].

a. 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 indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to the promissory note in the original principal amount of \$310,000.00, executed by Milton Demone Farr, Manager of Top Producers, LLC, and payable to the order of Travis Street Capital, Inc., and all renewals and extensions of the note; and any and all present and future indebtedness(es) of Top Producers, LLC to Travis Street Capital, Inc. Top Producers, LLC is/are the current owner[s] and mortgagee[s] of the Obligations and is/are the beneficiary(ies) under the deed of trust.

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

Dated: May 7, 2025.

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JOHN H. PARISH, TRUSTÈE