

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

**DALLAS County**

**Deed of Trust Dated:** March 8, 2013

**Amount:** \$754,400.00

**Grantor(s):** JOHNNY HENRY

**Original Mortgagee:** SOUTHERN STAR CAPITAL LLC DBA RELIANCE MORTGAGE CO.

**Current Mortgagee:** TIAA FSB

**Mortgagee Servicer and Address:** c/o LOANCARE, P.O. Box 2026, Flint, MI 48501

Pursuant to a Servicing Agreement between the Mortgage Servicer and Mortgagee, the Mortgage Servicer is authorized to represent the Mortgagee. Pursuant to the Servicing Agreement and Section 51.0025 of the Texas Property Code, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the referenced property

**Recording Information:** Document No. 201300110109

**Legal Description:** LOT 41, BLOCK 7, COTTONWOOD VALLEY, PHASE II, INSTALLMENT IV, AN ADDITION TO THE CITY OF IRVING, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 85182, PAGE 3683, MAP RECORDS OF DALLAS COUNTY, TEXAS.

WHEREAS JOHNNY HENRY is deceased.

**Date of Sale:** March 5, 2024 between the hours of 10:00 AM and 1:00 PM.

**Earliest Time Sale Will Begin:** 10:00 AM


**Place of Sale:** The foreclosure sale will be conducted 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 the Notice of Trustee's Sale was posted.


JOHN BEAZLEY OR LOGAN THOMAS, PHILLIP PIERCEALL, TERRY WATERS, DOUGLAS RODGERS, CLAY GOLDEN, JOSHUA SANDERS, RAMIRO CUEVAS, MATTHEW HANSEN, WESLEY FOWLER-WILLIAMS, MICHELLE SCHWARTZ, GUY WIGGS, TIM LEWIS, SHELLEY ORTOLANI, MARY MANCUSO, MICHELE HREHA, FRANCESCA ORTOLANI, DAVID STOCKMAN, BRENDA WIGGS, DENISE BOERNER, DONNA STOCKMAN, JOHN PHILLIP MARQUEZ, JANET PINDER, JAMIE DWORSKY, BRANDY BACON, KATHY ARRINGTON, CAROL DUNMON, JANE KLINE, PAYTON HREHA OR CHASITY LEWALLEN have been appointed as Substitute Trustee(s), ("Substitute Trustee") each empowered to act independently, in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust. The Substitute Trustee will sell the Property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

**NOTICE IS FURTHER GIVEN** that, except to the extent that the Substitute Trustee(s) may bind and obligate the Mortgagors to warrant title to the Property under the terms of the Deed of Trust, conveyance of the Property shall be made 'AS IS' 'WHERE IS' without any representations and warranties whatsoever, express or implied, and subject to all matters of record affecting the Property.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901 et seq.), and state law, including Section 51.015 Texas Property Code. 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.

**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.**

  
Anthony Adam Garcia, ATTORNEY AT LAW  
HUGHES, WATTERS & ASKANASE, L.L.P.  
1201 Louisiana, SUITE 2800  
Houston, Texas 77002  
Reference: 2019-006623

  
Printed Name: Shelley Ortolani  
c/o XOME  
750 TX-121 #100  
Lewisville, TX 75067

2024 JAN 18 AM 11:31  
JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY \_\_\_\_\_ DEPUTY

FILED

FILED

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

2024 JAN 16 AM 11:59

**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. Sender is: Codilis & Moody, P.C., 20405 State Highway 249, Suite 170, Houston, TX 77070**

**INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION**

Deed of Trust dated October 11, 2002 and recorded under Clerk's File No. 2032823, in the real property records of DALLAS County Texas, with Richard Lindsey and wife, Clarissa Lindsey as Grantor(s) and NTFN, Inc. D/B/A Premier Nationwide Lending as Original Mortgagee.

Deed of Trust executed by Richard Lindsey and wife, Clarissa Lindsey securing payment of the indebtedness in the original principal amount of \$90,250.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by Richard Lindsey, Clarissa Lindsey. US Bank Trust National Association, Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan. Fay Servicing, LLC is acting as the Mortgage Servicer for the Mortgagee. Fay Servicing, LLC, is representing the Mortgagee, whose address is: 1601 LBJ Freeway, Suite 150, Farmers Branch, TX 75234.

**Legal Description:**

**LOT 6 IN BLOCK 18, OF THE REVISION OF BLOCK 18 OF PLYMOUTH PARK NO. 4, AN ADDITION TO THE CITY OF IRVING, DALLAS COUNTY, TEXAS, ACCORDING TO THE REVISED MAP OR PLAT THEREOF RECORDED IN VOLUME 22, PAGE 193, MAP RECORDS, DALLAS COUNTY, TEXAS**

**SALE INFORMATION**

**Date of Sale: 03/05/2024**

**Earliest Time Sale Will Begin: 1:00 PM**

**Location of Sale:** The place of the sale shall be: DALLAS County Courthouse, Texas at the following location: On the north side of the George Allen Courts Building facing Commerce Street below the overhang, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court

**TERMS OF SALE**

A default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. 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.

The sale will begin at the earliest time stated above, or within three (3) hours after that time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

**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.**

**WHEREAS**, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I **HEREBY APPOINT AND DESIGNATE** Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Guy Wiggs, David Stockman, Brenda Wiggs, Donna Stockman, Kathy Arrington, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Angela Cooper, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or ASAP, as Substitute Trustee.

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is:

Codilis & Moody, P.C.  
20405 State Highway 249, Suite 170  
Houston, TX 77070  
(281) 925-5200

Executed on 01/11/2024.

/s/ Will Morphis SBOT No. 24131905, Attorney at Law  
Codilis & Moody, P.C.  
20405 State Highway 249, Suite 170  
Houston, TX 77070  
(281) 925-5200

Posted and filed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

C&M No. 44-22-3089

FILED



RECORDING REQUESTED BY:

2024 JAN 16 AM 11:03

WHEN RECORDED MAIL TO:

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

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

Michelle Schwartz, Guy Wiggs, David Stockman, Donna  
Stockman, Janet Pinder, Brandy Bacon, Jamie Dworsky,  
Angela Cooper  
c/o Special Default Services, Inc.  
17100 Gillette Ave  
Irvine, CA 92614  
(844) 706-4182

156 99219  
TS No. TX01000015-23-1

APN 32037500030100100

TO No. 230602724-TX-RWI

### NOTICE OF SUBSTITUTE TRUSTEE'S SALE

**WHEREAS**, on April 26, 2023, **CROSSWIND HOLDINGS LLC, A WYOMING LIMITED LIABILITY COMPANY** as Grantor/Borrower, executed and delivered that certain Deed of Trust in favor of **RECONVEYANCE PROFESSIONALS, INC.** as Trustee, **RAIN CITY CAPITAL, LLC** as original Beneficiary, which Deed of Trust secures the payment of that certain Promissory Note of even date therewith in the original amount of **\$147,000.00**, and an **UNCONDITIONAL GUARANTY OF PAYMENT PERFORMANCE** of even date, payable to the order of **Rain City Capital LLC** as current Beneficiary, which Deed of Trust recorded on **April 28, 2023** as Document No. **202300083261** in **Dallas County, Texas**. Deed of Trust covers all of the real property described therein, including, but not limited to, all of the following described property, rights and interests (the "Property"), to-wit:

**BEING THE WEST 1/2 OF LOT 10, BLOCK C, BRITAIN ROAD ESTATES, AN ADDITION TO THE CITY OF IRVING, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 6, PAGE 208, PLAT RECORDS, DALLAS COUNTY, TEXAS; SAVE AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF IRVING INDEED RECORDED IN CLERK'S FILE NO. 20090243685, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS.**

**APN 32037500030100100**

**WHEREAS**, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Brandy Bacon, Jamie Dworsky, Angela Cooper or either of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust; and

**WHEREAS**, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and Rain City Capital LLC, the legal holder of such indebtedness and the liens securing same has requested either one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust.


**NOW THEREFORE, NOTICE IS HEREBY GIVEN** that on **TUESDAY, March 5, 2024 at 01:00 PM**, no later than three (3) hours after such time, being the first Tuesday of such month, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place in Dallas County, Texas, at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a Deed of Trust or other contract lien as follows: **George Allen Courts Building, 600 Commerce Street, Dallas, TX 75202**, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of and Rain City Capital LLC's election to proceed against and sell both the real property and any personal property described in said Deed of Trust in accordance with and Rain City Capital LLC's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

**NOTICE IS FURTHER GIVEN**, that except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust. Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "as is", "where is condition. Conveyance of the Property shall be made without any representations or warranties whatsoever, express or implied. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters and 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 in "as is", "where is" condition, without any express or implied warranties, except as to the warranted.

WITNESS, my hand this 12th day of January, 2024.



By: Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Brandy Bacon,  
Jamie Dworsky, Angela Cooper  
Substitute Trustee(s)

**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.**

**SALE INFORMATION CAN BE OBTAINED ONLINE AT [www.insourcelogic.com](http://www.insourcelogic.com)  
FOR AUTOMATED SALES INFORMATION PLEASE CALL: In Source Logic AT 702-659-7766**

FOR REINSTATEMENT / PAY OFF REQUESTS CONTACT: (844) 706-4182

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

**NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S 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 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 INFORMATION:**

Date: August 7, 2023  
Grantor(s): Latonya R. Reece, a single woman  
Original Mortgagee: James B. Nutter & Company  
Original Principal: \$76,709.00  
Recording Information: Book 2003172, Page 12033  
Property County: Dallas  
Property: BEING UNIT NO. 110 IN BUILDING C, AND ITS APPURTENANT UNDIVIDED INTEREST IN AND TO THE GENERAL AND LIMITED COMMON ELEMENTS OF TURTLE LAKE ESTATES A CONDOMINIUM REGIME SITUATED IN THE CITY OF IRVING, DALLAS COUNTY, TX. ACCORDING TO THE DECLARATION, RECORDED IN VOLUME 82155, PAGE 488, CONDOMINIUM RECORDS, DALLAS COUNTY, TEXAS.  
Property Address: 1027 Turtle Lake Boulevard  
Irving, TX 75060

FILED  
2024 JAN 11 PM 1:05  
JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY \_\_\_\_\_ DEPUTY

**MORTGAGE SERVICING INFORMATION:**

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: Lakeview Loan Servicing, LLC  
Mortgage Servicer: Flagstar Bank  
Mortgage Servicer: 5151 Corporate Drive  
Address: Troy, MI 48098

**SALE INFORMATION:**

Date of Sale: March 5, 2024  
Time of Sale: 10:00 AM or within three hours thereafter.  
Place of Sale: George Allen Courts Building, 600 Commerce Street, Dallas, TX 75202 or, if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court.  
Substitute Trustee: John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Joshua Sanders, Ramiro Cuevas, Matthew Hansen, Wesley Fowler-Williams, Auction.com, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Brandy Bacon, Jamie Dworsky, Padgett Law Group, Michael J. Burns, or Jonathan Smith, any to act  
Substitute Trustee Address: 546 Silicon Dr., Suite 103  
Southlake, TX 76092  
TXAttorney@PadgettLawGroup.com

PLG File Number: 23-011930-1

RTS 24-12

**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.

The undersigned is the attorney for the mortgagee and/or mortgage servicer, and in such capacity does hereby remove the original trustee and all successor substitute trustees under the above-described Deed of Trust and appoints in their place, any to act, those substitute trustees identified in the SALE INFORMATION section of this notice, whose address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092 as Substitute Trustee, who shall hereafter exercise all powers and duties to set aside the said original trustee under said Deed of Trust, and further does hereby request, authorize, and instruct said Substitute Trustees to conduct and direct the execution of remedies set aside to the beneficiary therein.

WHEREAS, the above-named Grantor(s) previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared, such default was reported to not have been cured, and all sums secured by such Deed of Trust are declared immediately due and payable.

WHEREAS, the original Trustee and any previously appointed Substitute Trustee under said Deed of Trust has been hereby removed and the herein described Substitute Trustees, have been appointed as Substitute Trustees and authorized by the Mortgage Servicer to enforce the power of sale granted in the Deed of Trust; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the **Current Mortgagee, Mortgage Servicer and Substitute Trustees;**

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note is hereby accelerated, and all sums secured by the Deed of Trust are declared to be immediately due and payable.
2. The herein appointed Substitute Trustees, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. This sale shall be subject to any legal impediments to the sale of the Property to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien imposed by the Deed of Trust.
4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for the particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be sold "AS-IS", purchaser's will buy the property "at the purchaser's own risk" and "at his peril" and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interest of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.
5. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.



Paige Jones

**CERTIFICATE OF POSTING**

My name is \_\_\_\_\_, and my address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on \_\_\_\_\_, I filed at the office of the Dallas County Clerk to be posted at the Dallas County courthouse this notice of sale.

\_\_\_\_\_  
Declarant's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Padgett Law Group  
546 Silicon Dr., Suite 103  
Southlake, TX 76092  
TXAttorney@PadgettLawGroup.com  
(850) 422-2520

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_



**NOTICE OF SUBSTITUTE TRUSTEE SALE**

<b>Deed of Trust Date:</b> 2/5/2020	<b>Grantor(s)/Mortgagor(s):</b> JETT BRANDON STANZIONE, AN UNMARRIED MAN
<b>Original Beneficiary/Mortgagee:</b> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS A NOMINEE FOR FAIRWAY INDEPENDENT MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS	<b>Current Beneficiary/Mortgagee:</b> Lakeview Loan Servicing, LLC
<b>Recorded in:</b> Volume: N/A Page: N/A Instrument No: 202000036469	<b>Property County:</b> DALLAS
<b>Mortgage Servicer:</b> M&T Bank is representing the Current Beneficiary/Mortgagee under a servicing agreement with the Current Beneficiary/Mortgagee.	<b>Mortgage Servicer's Address:</b> 1 Fountain Plaza, Buffalo, NY 14203
<b>Date of Sale:</b> 3/5/2024	<b>Earliest Time Sale Will Begin:</b> 10:00AM
<b>Place of Sale of Property:</b> NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE.	

**Legal Description:** LOT 51, OF BLOCK C, OF HACKBERRY CREEK VILLAGE, PHASE IV, AN ADDITION TO THE CITY OF IRVING, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 94199, PAGE 94199, PAGE 59, MAP RECORDS OF DALLAS COUNTY, TEXAS.

In accordance with TEX. PROP. CODE §51.0076 and the Deed of Trust referenced above, the undersigned as attorney for Mortgagee or Mortgage Servicer does hereby remove the original Trustee and all successor substitute trustees and appoints in their stead, Shelley Ortolani, Michele Hrehá, Mary Mancuso, Francesca Ortolani, Carol Dunmon, Jane Kline, Payton Hrehá or Chasity Lewallen, Cole Patton, Myra Homayoun, Thuy Frazier, McCarthy & Holthus, LLP, as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original Trustee under their said Deed of Trust; and, further, does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein.

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

The Property will be sold "AS IS," without any express or implied warranties, except as to warranties of title, and at the purchaser's own risk, pursuant to the terms of TEX. PROP. CODE §51.002 and §51.009. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Substitute Trustee reserves the right to set further reasonable conditions for conducting the public auction. 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.

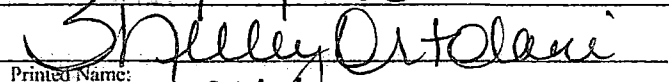
NOTICE PURSUANT TO TEX. PROP. CODE § 51.002(1): ASSERT AND PROTECT YOUR RIGHTS AS MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU OR YOUR SPOUSE ARE SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A 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.

Dated: 12/18/2023



Thuy Frazier, Attorney  
McCarthy & Holthus, LLP  
1255 West 15th Street, Suite 1060  
Plano, TX 75075  
Attorneys for M&T Bank

Dated: 12/20/2023

  
Printed Name: Shelley Ortolani

Substitute Trustee  
c/o Xome  
1255 West 15th Street, Suite 1060  
Plano, TX 75075

BY  
JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
DEPUTY

2023 DEC 21 PM 2:45

MH File Number: TX-22-82001-POS  
Loan Type: FHA

FILED

FILED

NOTICE OF ASSESSMENT LIEN SALE

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

2024 JAN 11 PM 12:54  
JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

**WHEREAS**, the property herein described is subject to the 2023 Amended and Consolidated Declaration of Covenants, Conditions and Restrictions on and for the Hackberry Creek Residential Community recorded on April 3, 2023, as Instrument No. 202300063324 in the Official Public Records of Dallas County, Texas, (including any amendments thereof or supplements thereto is hereinafter referred to, collectively, as the “*Declaration*”). The Declaration provides for the payment of assessments secured by a lien on the Lot of the non-paying owner.

**WHEREAS**, Hackberry Creek Home Owners Association on March 30, 2018, August 16, 2018, March 29, 2019, November 30, 2020, August 12, 2021 and August 3, 2023, sent notice of default in payment of assessments to **JACK ROUBINEK**, being the reputed owners or current owners of said real property; and

**WHEREAS**, the said **JACK ROUBINEK**, have continued to default in the payment of their indebtedness to Hackberry Creek Home Owners Association and the same is now wholly due, and Hackberry Creek Home Owners 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 Hackberry Creek Home Owners Association.

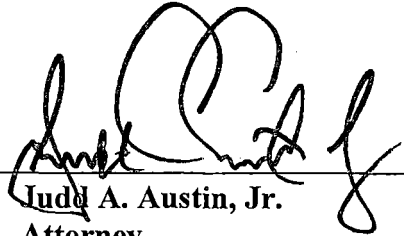
**NOW, THEREFORE**, notice is hereby given that on Tuesday, the 5<sup>th</sup> of March, 2024, between 10:00 a.m. and 4:00 p.m., Hackberry Creek Home Owners Association will sell the herein described real estate (including any improvements thereon) at public auction at the area outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, 600 Commerce Street, Dallas, Dallas County, Texas, or as designated by the Dallas County Commissioners for such sales, to the highest bidder for cash, subject to all unpaid ad valorem taxes, superior liens and encumbrances of record, and a statutory right of redemption. The earliest time at which said sale will begin will be 10:00 a.m., and the sale will take place not later than three (3) hours thereafter.

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

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

SIGNED: January 11, 2024.

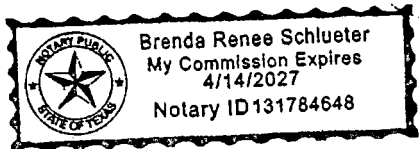
HACKBERRY CREEK HOME OWNERS  
ASSOCIATION

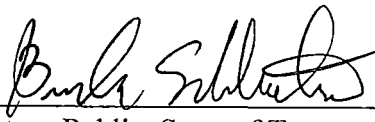
By:   
Judd A. Austin, Jr.  
Its: Attorney

STATE OF TEXAS       §  
                                     §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned Notary Public on this day personally appeared Judd A. Austin, Jr., attorney for Hackberry Creek Home Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and affirmed seal of office, on January 11, 2024.



  
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

Judd A. Austin, Jr., Judd A. Austin, III, and Vinay B. Patel  
Henry Oddo Austin & Fletcher, P.C.  
1717 Main Street, Suite 4600  
Dallas, Texas 75201

## **EXHIBIT "A"**

**Being Lot 4, Block C, of HACKBERRY CREEK VILLAGE, PHASE III, an Addition to the City of Irving, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 89127, Page 3693, Map Records, Dallas County, Texas (the "Property").**