

Notice of Substitute Trustee's Sale

Date: April 11, 2025

Substitute Trustee:

David Garvin, Jeff Benton, Brandy Bacon, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Jamie Dworsky, Angela Cooper, Kelly Goddard, Cole Emert.

Substitute Trustee's Address:

8101 Boat Club Road Suite 320
Fort Worth, Texas 76179

Mortgagee: Trident Realty Investments, LLC, a Texas limited liability company

Note: Note dated May 3, 2024, in the amount of \$217,500.00.

Deed of Trust:

Date: May 3, 2024

Grantor: Nahomes Property LLC

Original Mortgagee: Trident Realty Investments, LLC, a Texas limited liability company

Recording information: Recorded with the Official Public Records of the Dallas County, State of Texas on May 6, 2024, Document # 202400090775.

Property: Lot 19, Block 3, of DELLWOOD ADDITION, SECOND INSTALLMENT, an Addition to the City of Garland, Dallas County, Texas, according to the map or plat thereof recorded in Volume 36, Page 211, of the Map and/or Plat Records, Dallas County, Texas

Commonly Known as: 1814 Cumberland Dr, Garland, TX 75040

County: Dallas County

Date of Sale (first Tuesday of month): May 6, 2025

Time of Sale: The earliest time at which the sale shall occur is 11:00 A.M. CT. The sale shall begin at that time or not later than three hours after that time.

2025 APR 15 PM 12:30
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ PROPERTY

FILED

Place of Sale: NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS FURTHER DESIGNATED BY THE COUNTY COMMISSIONERS.

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.

Mortgagee David Garvin, Jeff Benton, Brandy Bacon, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Jamie Dworsky, Angela Cooper, Kelly Goddard, Cole Emert, as Substitute Trustee under the Deed of Trust. Mortgagee has instructed Substitute Trustee to offer the Property for sale toward the satisfaction of the Note.

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 is given that on the Date of Sale, Substitute Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "AS IS". The sale will begin at the Time of Sale or not later than three hours thereafter. The sale will be conducted subject to the right of rescission contained in section 51.016 of the Texas Property Code.



David Garvin, Jeff Benton, Brandy Bacon,
Michelle Schwartz, Guy Wiggs, David Stockman,
Donna Stockman, Janet Pinder, Jamie Dworsky,
Angela Cooper, Kelly Goddard, Cole Emert.

**NOTICE OF FORECLOSURE SALE
("SUBSTITUTE 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.

DATE OF NOTICE: April 15, 2025

INSTRUMENT TO BE FORECLOSED: Deed of Trust ("Deed of Trust")

DATED: July 29, 2022

GRANTOR: Jose Jesus Castro Avila

TRUSTEE: Teresa A. Myers

LENDER: Southern Hills Property Group LLC

CURRENT HOLDER: Southern Hills Property Group LLC

RECORDED IN: Deed of Trust is recorded under Instrument Number 202200212644 of the real property records of Dallas County, Texas;

LEGAL DESCRIPTION & PROPERTY TO BE SOLD:

LOT 5, BLOCK 1, NORTHLAKE ESTATES NO. 1, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 69044, PAGE 2472, MAP AND/OR PLAT RECORDS, DALLAS COUNTY, TEXAS.

(MORE COMMONLY KNOWN AS: 818 PLEASANT VALLEY ROAD, GARLAND, TEXAS 75040)

OBLIGATION SECURE:

Deed of Trust or Contract Lien executed by Jose Jesus Castro Avila, securing the payment of the indebtedness in the original principal amount of \$195,660.00, and obligations therein described including but not limited to

2025 APR 15 PM 1:18
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY MH REPLY

FILED

(a) the Promissory Note and (b) **any and all modifications, renewals, and extensions of the Promissory Note.** Southern Hills Property Group LLC, is the current mortgagee of the Promissory Note and Deed of Trust.

FORECLOSURE SALE:

DATE: May 6, 2025

TIME: The earliest time the sale will begin is 10:00 A.M., but not later than three (3) hours after such time

PLACE: *NORTH SIDE OF THE GEORGE L. ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE PURSUANT TO SECTION 51.001 OF THE TEXAS PROPERTY CODE AS THE PLACE WHERE THE FORECLOSURE SALES ARE TO TAKE PLACE*

TERMS OF SALE: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash; except that the Current Lender/Holder's herein may bid and such bid may be credited against the indebtedness secured by the lien of the Deed of Trust and any and all modifications thereof.

SUBSTITUTE TRUSTEE(S): Ashleigh Renfro, AND/OR Joseph Juarez

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, Southern Hills Property Group LLC, the owner and holder of the Note, has requested the Substitute Trustee named herein to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Southern Hills Property Group 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 Southern Hills Property Group LLC's, rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, the Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law. If Southern Hills Property Group LLC, passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Southern Hills Property Group LLC. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property. Pursuant to section 51.0075(a) of the Texas Property Code, any Trustee or 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 Trustee.

THIS INSTRUMENT HEREBY 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.

Name and Address of Sender of Notice:

Renfro Law, PLLC
By: Ashleigh Renfro
10226 Midway Road
Dallas, Texas 75229
Phone: 972-708-4425
Fax: 972-521-6413

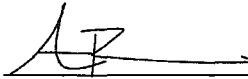
Notice Pursuant to Section 51.0025 of the Texas Property Code

DIA Servicing, LLC, pursuant to a written servicing agreement, represents your Lender, Southern Hills Property Group LLC. This agreement grants DIA Servicing, LLC, with the authority to service your mortgage loan and to administer, or cause to be administered, any necessary steps or actions related to the potential foreclosure of your property subject to foregoing requirements contained in this letter. DIA Servicing, LLC, has retained Renfro Law, PLLC, to carry out any necessary actions that may be required under all applicable state and federal laws and the services of this law firm are being carried out on behalf of DIA Servicing, LLC, and your Lender, Southern Hills Property Group LLC. Contact information for DIA Servicing, LLC, may be found below:

**DIA Servicing, LLC
10226 Midway Road
Dallas, Texas 75229**

**Phone: 1.844.222.9450 or 972.708.4425
Email: info@diaservicingtx.com**

Renfro Law, PLLC



By: Ashleigh Renfro
Attorney/Substitute Trustee
Texas Bar No. 24093029
10226 Midway Road
Dallas, Texas 75229
Telephone (972) 708-4425
Fax (972) 521-6413
ashleigh@renfrolawtx.com

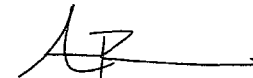
CERTIFICATION OF MAILING

Jose Jesus Castro Avila
818 Pleasant Valley Road
Garland, Texas 75040

DATE SENT: APRIL 15, 2025
VIA USPS FIRST-CLASS MAIL &
VIA CMRRR # 9589-0710-5270-0693-8198-18

BY: 

I HEREBY CERTIFY THAT ON APRIL 15, 2025, TRUE AND CORRECT COPIES OF THIS DOCUMENT WERE SENT TO THE RECIPIENTS AT THE ADDRESS AND BY THE METHOD(S) DESCRIBED ABOVE.



Ashleigh Renfro

R 1080
Our Case No. 24-06133-FC-2

**APPOINTMENT OF SUBSTITUTE TRUSTEE
and NOTICE OF TRUSTEE SALE**

THE STATE OF TEXAS
COUNTY OF DALLAS

Deed of Trust Date:
August 26, 2019

Property address:
4522 WESTLAKE DRIVE
GARLAND, TX 75043

Grantor(s)/Mortgagor(s):
CHRISTOPHER MURDICK, A SINGLE MAN

LEGAL DESCRIPTION: LOT 38, BLOCK 1 OF THE HILLS OF WESTLAKE, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 85061, PAGE 784 MAP RECORDS, DALLAS COUNTY, TEXAS, TOGETHER WITH CERTIFICATE OF CORRECTION FILED MAY 23, 1985, RECORDED IN VOLUME 85102, PAGE 3005, DEED RECORDS, DALLAS COUNTY, TEXAS.

Original Mortgagee:
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR INTEGRITY MORTGAGE CORPORATION OF TEXAS, ITS SUCCESSORS AND ASSIGNS

Earliest Time Sale Will Begin: 10:00 AM

Current Mortgagee:
AMERIHOM MORTGAGE COMPANY, LLC

Date of Sale: MAY 6, 2025

Property County: DALLAS

Original Trustee: JOHN BAZZELL

Recorded on: August 28, 2019
As Clerk's File No.: 201900228244
Mortgage Servicer:
AMERIHOM MORTGAGE COMPANY, LLC

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, Angela Cooper, Brenda Wiggs, Jeff Benton, Kathy Arrington, Rick Snoke, Marinosci Law Group PC

Substitute Trustee Address:
c/o Marinosci Law Group, P.C.
16415 Addison Road, Suite 725
Addison, TX 75001
(972) 331-2300

FILED

2025 APR 15 PM 12:48

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

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 current Mortgagee and/or Mortgage Servicer under said Deed of Trust, according to the provisions therein set out does hereby remove the original trustee and all successor substitute trustees and appoints in their stead 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, Angela Cooper, Brenda Wiggs, Jeff Benton, Kathy Arrington, Rick Snoke, Marinosci Law Group PC, as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original trustee under the 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 Mortgagee therein.

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due and the owner and holder has requested to sell said property to satisfy said indebtedness

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **TUESDAY, MAY 6, 2025** between ten o'clock AM and four o'clock PM and beginning not earlier than **10:00 AM** or not later than three hours thereafter. 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 be conducted at the George Allen Courts Building, 600 Commerce Street, Dallas, TX 75202 as designated by the Commissioners' Court, of said county pursuant to Section 51.002 of the Texas Property Code as amended; if no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this notice was posted.

AMERIHOM MORTGAGE COMPANY, LLC, who is the Mortgagee and/or Mortgage Servicer of the Note and Deed of Trust associated with the above referenced loan. 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 debt.

ACTIVE MILITARY SERVICE NOTICE

Assert and protect your rights as a member of the armed forces of the United States. If you 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.

WITNESS MY HAND, 4/14/25

MARINOSCI LAW GROUP, P.C.

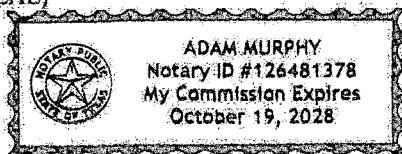
By: 
SAMMY HOODA
MANAGING ATTORNEY

THE STATE OF TEXAS
COUNTY OF DALLAS

Before me, ADAM MURPHY, the undersigned officer, on this, the 14 day of APRIL 2025, personally appeared SAMMY HOODA, known to me, who identified herself/himself to be the MANAGING ATTORNEY of MARINOSCI LAW GROUP PC, the person and officer whose name is subscribed to the foregoing instrument, and being authorized to do so, acknowledged that (s)he had executed the foregoing instrument as the act of such corporation for the purpose and consideration described and in the capacity stated.

Witness my hand and official seal

(SEAL)




Notary Public for the State of TEXAS

My Commission Expires: 10-19-28

ADAM MURPHY
Printed Name and Notary Public

Grantor: AMERIHOM MORTGAGE COMPANY, LLC
425 PHILLIPS BOULEVARD
EWING, NJ 08618
Our File No. 24-06133

Return to: MARINOSCI LAW GROUP, P.C.
MARINOSCI & BAXTER
16415 Addison Road, Suite 725
Addison, TX 75001

Notice of Foreclosure Sale

April 11, 2025

FILED

2025 APR 15 PM 12:31

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

Deed of Trust ("Deed of Trust"):

Dated: May 1, 2008

Grantor: Maria Gamez

Trustee: C.E. Williams

Lender: AGN, LLC

Recorded in: Volume 38, Page 103 of the real property records of Dallas County, Texas recorded in the real property records of Dallas County, Texas

Legal Description: BEING PART OF LOT 30, IN BLOCK 18 OF MONICA PARK NO. 4 ADDITION, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 38, PAGE 103, PLAT RECORDS, DALLAS COUNTY, TEXAS.
[601 Donald Drive. Mesquite, TX 75041]

Secures: Real Estate Note ("Note") in the original principal amount of \$65,010.42, executed by Maria Gamez ("Borrower") and payable to the order of Lender

Foreclosure Sale:

Date: Tuesday, May 6, 2025

Time: The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 11:00 A.M. and no later than three hours thereafter

Place: In the area designated by the Commissioners Court of such County, pursuant to § 51.002 of the Texas Property Code, as the place where foreclosure sales are to take place (if no such place is so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted).

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that AGN, 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, AGN, LLC, the owner and holder of the Note, has requested Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of AGN, 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 AGN, LLC's rights and remedies under the Deed of Trust and section

9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If AGN, LLC passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by AGN, LLC. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075(a) of the Texas Property Code, 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 Trustee.

Assert and protect your rights as a member of the armed forces of the United States. If you 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.



C.E. Williams, Esq.
4747 W. Northwest Highway
Ste. 120-190
Dallas, TX 75220
Telephone (214) 675-3800
Telecopier (214) 615-1386

Substitute Trustees
David Garvin
C.E. Williams
Jeff Benton
Brandy Bacon
Michelle Schwartz
Guy Wiggs
David Stockman
Donna Stockman
Janet Pinder
Jamie Dworsky
Angela Cooper & Kelly Goddard

April 11, 2025

Maria Gamez
601 Donald Drive
Mesquite, TX 75041

Re: Notice of acceleration and foreclosure sale regarding the following instruments, among others (collectively, the "Loan Documents"):

Deed of Trust ("Deed of Trust"):

Dated: May 1, 2008
Grantor: Maria Gamez
Trustee: C.E. Williams
Lender: AGN, LLC
Recorded in: Volume 38, Page 103 of the real property records of Dallas County, Texas recorded in the real property records of Dallas County, Texas
Secures: Real Estate Note ("Note") in the original principal amount of \$65,010.42, executed by Maria Gamez ("Borrower") and payable to the order of Lender

Dear Maria Gamez:

This letter is written at the request and on behalf of our client, AGN, LLC. Written notice dated March 14, 2025, was served by AGN, LLC by certified mail, return receipt requested, informing Borrower of the existence of one or more defaults under the Note and the Deed of Trust ("Defaults"). The Note, among other things, constitutes part of the indebtedness secured by the Deed of Trust ("Indebtedness"). In that notice, demand was made on Borrower to pay the unpaid past due amounts then owing under the Note and Borrower was advised of AGN, LLC's intention to accelerate the maturity of the Note if the Defaults were not cured.

According to the records of AGN, LLC, Borrower has not cured the Defaults. Therefore, AGN, LLC, by this letter, accelerates the maturity of the Indebtedness (including all unpaid principal of, and all lawful accrued and unpaid interest and other lawful amounts due under, the Note) and declares the entire Indebtedness immediately due and payable. AGN, LLC makes demand (1) on Borrower and on all persons and entities obligated on the Note (except to the extent that obligation is expressly limited by written contract or applicable law) for payment in full of the entire Indebtedness and (2) on Grantor for payment of rents and proceeds of any rents to which AGN, LLC is entitled under the Loan Documents and Texas Property Code chapter 64, Assignment of Rents to Lienholder.

AGN, LLC has instructed Trustee to sell the Property (as defined in the notice below) at a nonjudicial foreclosure sale ("Foreclosure Sale"). A copy of the Notice of Foreclosure Sale ("Notice") specifying the date, time, place, and terms of the Foreclosure Sale is enclosed with this letter. If all amounts due and owing have not been paid or if other arrangements satisfactory to AGN, LLC have not then been made by the Foreclosure Sale, Trustee will conduct the Foreclosure Sale on the date and at the time and place specified in the Notice, as authorized by and in accordance with the provisions of the Deed of Trust and applicable law.

If the proceeds of the Foreclosure Sale are insufficient to repay the Indebtedness, then, except to the extent the Indebtedness is expressly nonrecourse or any party's liability is expressly limited by written contract or applicable law, each person and entity obligated to repay the Indebtedness will be jointly and severally liable for the deficiency.

If any party who receives this letter is a debtor in a bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code (title 11 of the United States Code), this letter is merely intended to be written notice of the defaults under the Note in compliance with the Loan Documents and applicable law. This letter is not an act to collect, assess, or recover a claim against that party, nor is this letter intended to violate any provisions of the Code. Any and all claims that AGN, LLC asserts against that party will be properly asserted in compliance with the Code in the bankruptcy proceeding. In addition, all of AGN, LLC's claims, demands, and accruals regarding the Loan Documents, whenever made, and whether for principal, interest, or otherwise, are intended to comply in all respects, both independently and collectively, with all applicable usury laws, and are accordingly limited so that all applicable usury laws are not violated.

Nothing contained in this letter is intended to waive any default or event of default; waive any rights, remedies, or recourses available to AGN, LLC; or be an election of remedies resulting from any default that may exist with respect to the Loan Documents.

You may contact Al Nail of AGN, LLC at P.O. Box 12628, Dallas, Texas, 75225, 469-939-8879, regarding any questions that you may have, including the outstanding balance of the past due amounts on the Note as of any particular date. If you have any questions that you believe I can answer, you or your attorney may contact me at the telephone number or address listed below.

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.

Sincerely yours,



C.E. Williams
Attorney for AGN, LLC
State Bar No.: 24042163
creedewilliams@gmail.com
4747 W. Northwest Highway
Ste. 120-190
Dallas, TX 75220
(214) 675-3800
(214) 615-1386

Substitute Trustees

David Garvin
C.E. Williams
Jeff Benton
Brandy Bacon
Michelle Schwartz
Guy Wiggs
David Stockman
Donna Stockman
Janet Pinder
Jamie Dworsky
Angela Cooper & Kelly Goddard

Certified Mail No. /CONFIRMED DELIVERY

FILED

Notice of Substitute Trustee's Sale

Date: April 12, 2025

Trustee: Robert Martin

Mortgagee: Hannah Funding LLC.

Note: Note, dated Note June 3rd, 2021 in the amount of \$94,000.00.

2025 APR 14 AM 9:57

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY MY DEPUTY

Deed of Trust

Date: June 3rd, 2021

Grantor: Aime Conception Cuevas

Mortgagee: Hannah Funding LLC

Recording information: Document Instrument # 2021000166169 of the Official Public Records of Dallas County, Texas

Property: Lot 10, in Block F of the DEVONWOOD PARK SUBDIVISION, SECOND INSTALLMENT, an addition to the City of Garland, Dallas County, according to the map/plat thereof, recorded in Volume 19, Page 209, Map Records of Dallas County, Texas. More commonly known as 1336 Greenwood Drive, Garland, Texas 75041.

County: Dallas

Trustee's/Substitute Trustee's Name/Address: Robert Martin-P.O. Box 1671, DeSoto, Texas 75123

Date of Sale (first Tuesday of month): May 6th, 2025

Time of Sale: 10:00 am

Place of Sale: On the North Side of the George Allen Courts Building, 600 Commerce Street, Dallas, Texas facing Commerce Street below the overhang or as designated by the Dallas County Commissioners.

Mortgagee has appointed Robert Martin as Trustee under the Deed of Trust. Mortgagee 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 "AS IS". The sale will begin at the Time of Sale or not later than three hours hereafter.

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 the 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



Robert Martin, Substitute Trustee(469) 435-0583

Sent by Certified Mail Return Receipt, and Regular Mail

4/12/25

Aime Conception Cuevas

1336 Greenwood Drive

Garland, Texas 75041

Dear Aime,

Re: 1336 Greenwood, Garland, Texas 75041

Because of failure to totally cure the default under the referenced loan documents, the mortgagee has accelerated the maturity of the note. A foreclosure sale is set for May 6th, 2025, a notice of the sale is enclosed. If you would prefer to deed the property back rather than foreclose please contact me at your earliest convenience as this will be not be of public record.

Demand is made for payment of all unpaid principal and all accrued but unpaid interest on the loan and also the late fees, clerical/legal fees which the total of everything is \$81,456.98 as of 4/12/2025 without the May payment added into the total. If the amount due is not paid, the mortgagee intends to foreclose the lien under the loan documents in accordance with the enclosed notice of sale. You also owe property taxes of \$2,668.83 to Dallas County/Garland ISD/City of Garland which you received a certified letter on earlier in the year. A recap of these totals is attached both loan and taxes.

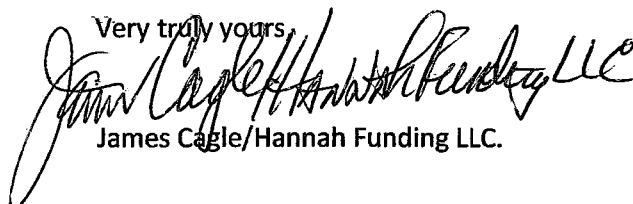
In accordance with Federal and Texas laws regarding fair debt collections, unless you, within thirty days after receipt of this notice, dispute the validity of the debt set forth above, or any portion thereof, the indebtedness will be assumed to be valid. If you notify the undersigned in writing within the thirty day (30) period that the indebtedness, or any portion thereof, is disputed, I will obtain a verification of the indebtedness and will mail you the verification to you. On my receipt of your written request within the thirty day (30) period, I will forward to you the name and address of the original creditor which is Hannah Funding LLC.

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 a member of a reserve component of the armed forces of the United States, please send written notice of active duty military service to the sender of this notice immediately.

I am attempting to collect this indebtedness, and any information obtained will be used for that purpose. This letter being sent to your attention in accordance with state and federal law.

If you have any questions, please consult your legal counsel.

Very truly yours,

A handwritten signature in black ink, appearing to read "James Cagle", is written over a printed name and company name.

James Cagle/Hannah Funding LLC.

Enclosure: Notice of Sale

FILED

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

2025 APR 11 AM 10:50

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

WHEREAS, by that certain Deed of Trust dated March 30, 2020, recorded as Instrument No. 202000109825 in the Official Real Property Records of Dallas County, Texas (the "Deed of Trust"), **SOLO REAL ESTATE, LLC** conveyed to **GEORGE C. LAZAR, FOX JOHN'S LAZAR PEKIN & WEXLER, APC** (the "Trustee") certain real property therein described (the "Property") to secure payment of that certain Note (the "Note") described in said Deed of Trust; and

WHEREAS, **ENTERPRISE BANK & TRUST, A MISSOURI CHARTERED TRUST COMPANY WITH BANKING POWERS, SUCCESSOR IN INTEREST TO SEACOAST COMMERCE BANK** is the legal and equitable owner and holder of the Note (and all renewals and modifications thereof) and the Lender and Beneficiary of the Deed of Trust; and

WHEREAS, the indebtedness under the terms of the Note and Deed of Trust and all renewals and modifications thereof has been duly accelerated, and the entire unpaid principal balance and all accrued but unpaid interest owing thereunder is now wholly due and owing, and **ENTERPRISE BANK & TRUST, A MISSOURI CHARTERED TRUST COMPANY WITH BANKING POWERS, SUCCESSOR IN INTEREST TO SEACOAST COMMERCE BANK** has requested the Substitute Trustee to sell the Property in accordance with §51.002 of the Texas Property Code and the terms of the Deed of Trust in order to satisfy the indebtedness evidenced by the Note and secured by the Deed of Trust;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, **May 6, 2025**, a Substitute Trustee will sell the Property where such sales are to take place, to wit:

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 in DALLAS County, Texas or as designated by the County Commissioners.

The foreclosure sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except the Lender/Beneficiary's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. The earliest time at which the sale will occur is **10:00 a.m.** The sale will begin at that time or not later than three (3) hours after that time.

The Deed of Trust permits the beneficiary to postpone, withdraw or reschedule the sale for another day. In that case, 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 refileing may be after the date originally scheduled for this sale.

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

The Property commonly known as 301 North County Club Road, Garland, Texas 75040, is more specifically described as follows:

SEE ATTACHED EXHIBIT "A".

Formal notice is hereby given that the sale noticed herein shall include the interest of Grantor in all improvements and fixtures and other property, and personal property, covered by (i) the Deed of Trust, and (ii) any other agreements or other documents executed in connection with or as security for the Note, Beneficiary having directed a Substitute Trustee to sell, and a Substitute Trustee hereby noticing the sale of, said fixtures and personalty, pursuant to the rights granted to the Beneficiary under Section 9.604(a)(2) of the Texas Business and Commerce Code

EXCEPT FOR A WARRANTY OF TITLE GIVEN ON BEHALF OF GRANTOR, THE SALE OF THE PROPERTY IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE SUBSTITUTE TRUSTEE, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED, NEITHER THE BENEFICIARY NOR THE SUBSTITUTE TRUSTEE MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COMPLIANCE WITH LAWS, RULES, AGREEMENTS OR SPECIFICATIONS, NOR WITH RESPECT TO CONDITION, QUALITY, CAPACITY, DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH SHALL BE EXPRESSLY WAIVED BY THE PURCHASER.

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.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOU 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.

EXECUTED on the 10th day of April 2025.

By: Laura L. Worsham
Laura L. Worsham, Substitute Trustee

Addresses for Substitute Trustees:

Laura L. Worsham
7557 Rambler Rd, Suite 500
Dallas, TX 75231

Ty J. Jones
7557 Rambler Rd, Suite 500
Dallas, TX 75231

Kevin J. Allen
7557 Rambler Rd, Suite 500
Dallas, TX 75231

Katie W. Lynch
7557 Rambler Rd, Suite 500
Dallas, TX 75231

EXHIBIT "A"

BEING a tract or parcel of land situated in the E. Crockett Survey, Abstract No. 227, in the City of Garland, Texas, and being all of Lot 10, Block H of Garvon No. 10 Addition, an Addition to the City of Garland, Texas, according to the Plat thereof recorded in Volume 823, Page 2085 of the Deed Records of Dallas County, Texas, and also being all of those certain tracts or parcels of land conveyed to Tim Lee Ministries by deed recorded in Volume 88183, Page 793 of the Deed Records of Dallas County, Texas, and in Volume 92116, Page 2080 of the Deed Records of Dallas County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch Iron rod found for corner at the Northeast corner of said Tim Lee Ministries tract, and the Southeast corner of a tract of land conveyed to Good Samaritans of Garland, Inc. by deed recorded in Volume 96069, Page 3825 of the Deed Records of Dallas County, Texas, said point also lying in the West right-of-way line of Country Club Road;

THENCE South 00 degrees 37 minutes 00 seconds East, along the West right-of-way line of said Country Club Road, a distance of 223.88 feet to a 1/2 Inch Iron rod found for corner at the Southeast corner of said Tim Lee Ministries tract and the Northeast corner of a 27.8034 acre tract of land described in a deed recorded in Volume 87106, Page 1760 of the Deed Records of Dallas County, Texas;

THENCE South 88 degrees 34 minutes 20 seconds West, along the North line of said 27.8034 acre tract, a distance of 200.01 feet to a 5/8 Inch Iron rod set for corner, with yellow plastic cap (DCA, RPLS #3935) at the Southwest corner of said Tim Lee Ministries tract, said point being the Southeast corner of a tract of land conveyed to the Louls Navias Family Limited Partnership by deed recorded in Volume 95112, Page 3610 of the Deed Records of Dallas County, Texas;

THENCE North 00 degrees 38 minutes 19 seconds West, along the East line of said Louls Navias Family Limited Partnership tract, a distance of 226.74 feet to a 1/2 Inch Iron rod found for corner at the Northwest corner of said Tim Lee Ministries tract, said point also being the Southwest corner of said Good Samaritan tract;

THENCE North 89 degrees 23 minutes 32 seconds East, along the South line of said Good Samaritan tract, a distance of 200.08 feet to the POINT OF BEGINNING, and containing 1.035 acres or 45,069.19 square feet of land.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
04/29/2020 11:32:23 AM
\$58.00
202000109825**

