## Notice of Foreclosure Sale

April 11, 2025

Deed of Trust ("Deed of Trust"):

Dated: January 29, 2018

Grantor: Laura C. Ursua

Trustee: C.E. Williams

Lender: AGN, LLC

Recorded in: Volume 69190, Page 2163 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 9, IN BLOCK 43 OF NORTHRIDGE ESTATES NO. 3, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 69190, PAGE 2163, PLAT RECORDS, DALLAS COUNTY, TEXAS. [2808 CANARY CT. Mesquite, TX 75149]

Secures: Real Estate Note ("Note") in the original principal amount of \$120,000.00, executed by Laura C. Ursua ("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.

2025 APR 15 PM 12:31 JOHN F. WARREN COUNTY CLE DALLAS COUN BΥ

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 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.

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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

#### Laura C. Ursua 2908 Canary Court Mesquite, TX 75149

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

Deed of Trust ("Deed of Trust"):

Dated:	January 29, 2018
Grantor:	Laura C. Ursua
Trustee:	C.E. Williams
Lender:	AGN, LLC
Recorded in:	Volume 69190, Page 2163 of the real property records of Dallas County, Texas recorded in the re property records of Dallas County, Texas

Secures:

Real Estate Note ("Note") in the original principal amount of \$120,000.00, executed by Laura C. Ursua ("Borrower") and payable to the order of Lender

#### Dear Laura C. Ursua:

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,

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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

## APPOINTMENT OF SUBSTITUTE TRUSTEE and NOTICE OF TRUSTEE SALE

Date: April 14, 2025

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

Mortgagee: Money Buys Houses LLC

Mortgagee's Address: 1214 S Akard St., Dallas, TX 75215

Note: Note dated April 17, 2020, in the amount of \$175,500.00

Deed of Trust:

Date: April 17, 2020

Grantor: Isidro Perez Barcenas Yessica Geronimo

Mortgagee: Texas Mortgage Capital Corporation

Recording Information: Recorded in Document No. 202000103249 in the Official records of Dallas County, Texas and further Transfer by Transfer of Lien to Money Buys Houses LLC in Document No. 202000107649 in the official records of Dallas County, Texas.

Property (including any improvements): Lot 5, Block 4, of Town East Estates No. 8, First Installment, and addition to the City of Mesquite, Dallas County, Texas, according to the map thereof recorded in Volume 614, Page 1518, of the Map Records of Dallas County, Texas known as 3034 Bamboo Street, Mesquite, Texas 75150.

County: Dallas

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

Time of Sale: 10am-1pm

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

ATURAUTY

APLE AS COUNTY COUNTY CLERK JOHN F. WARREN

2025 APR IS AMIL: 38

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ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITES 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 MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITES STATES OF AMERICA, PLEASE SEND NOTICE OF THE ACTIVE-DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

In accordance with Texas Property Code 51.0076, the undersigned agent for the mortgage servicer has named and appointed, and by those prospects does name and appoint the following as. Substitute Trustee to act under and by virtue of said Deed of Trust.

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

WHERAS, 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 indebtedness.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on May 6,2025 between ten o'clock am and one 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 "AS IS" at the place and date specified. This sale will be conducted pursuant to Section 51.002 and Section 51.016 of the Texas Property Code.

THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

Barbara Herrera, Loss Mitigation, SecureNet Services, LLC, Mortgage Servicer

### CERTIFICATE OF POSTING

I declare under penalty of perjury that I filed this Notice of Foreclosure Sale at the office of the County Clerk and caused it to be posted at the location directed by the County Court.

POSTED

NAME

AS SUBSTITUTE TRUSTEE

## **NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

## **DATE:** April 14, 2025

**NOTE:** Real Estate Note described as follows:

Date:February 29, 2024Maker:Wildcat Lending Fund One, LPPayee:Leonardo CabreraOriginal Principal Amount:\$205,000.00

## **DEED OF TRUST:**

Date:	February 29, 2024	
Grantor:	Leonardo Cabrera	
Trustee:	Michael E. Gillman	
Beneficiary:	Wildcat Lending Fund One, LP	
Recorded:	Doc. No. 202400042342 in the real	property records of Dallas County,
	Texas	

LENDER: Wildcat Lending Fund One, LP

BORROWER: Leonardo Cabrera

**PROPERTY:** The real property described as follows:

Lot 13, Block 3, of OAK RIDGE ESTATES, an addition to the city of Mesquite, Dallas County, Texas according to the Map or plat thereof recorded in Volume 24, Page 13, of the Map Records of Dallas County, Texas.

Together with all improvements, easements, personal property, intangibles, rents, revenues, contracts, and rights appurtenant to the real property, as described in the Deed of Trust.

## SUBSTITUTE TRUSTEES:

Timothy Micah Dortch, Lance Livingston and/or Luisa Ulluela Dortch Lindstrom Livingston Law Group 2613 Dallas Parkway, Suite 220 Plano, Texas 75093

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 4600 Fuller Ave., Suite 400 Irving, Texas 75038



## DATE AND TIME OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:

Date: May 6, 2025

Time: To commence at 1:00 p.m., or within three (3) hours after that time

## PLACE OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:

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 Commissioners Court.

### 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.

### **RECITALS**

Default has occurred in the payment of the Note and in the performance of the obligations under the Deed of Trust that secures the Note. Because of this default, Wildcat Lending Fund One, the owner and the holder of the Note and Deed of Trust lien under Texas Property Code section 51.002, has requested that Substitute Trustee sell the Property according to the terms of the Deed of Trust and applicable law.

The Deed of Trust may encumber both real and personal property. Formal notice is now given of Wildcat Lending Fund One, LP's election to proceed against and sell both the real property and any personal property described in the Deed of Trust, consistent with Wildcat's rights and remedies under the Deed of Trust and Texas Business and Commerce Code section 9.604(a).

Therefore, notice is given that on the date and time of substitute trustee's sale of property and at the place of substitute trustee' sale of property, substitute trustee, or any other substitute trustee Wildcat may appoint, will sell the Property by public sale to the highest bidder for case or acceptable certified funds, according to the Deed of Trust and applicable law. The sale and conveyance of the Property will be subject to all matters of record applicable to the Property that are superior to the Deed of Trust and to any permitted exceptions to title described in the Deed of Trust. Substitute Trustee has not made and will not make any covenants, representations, or warranties about the Property other than providing the successful bidder at the sale with a deed to the Property containing any warranties of title required by the Deed of Trust. The Property will be sold AS IS, WHERE IS, AND WITH ALL FAULTS.

# EXECUTED as of April 14, 2025.

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T. Micah Dortch, Lance Livingston, Luisa Ulluela, 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

PREPARED IN THE LAW OFFICE OF: Dortch Lindstrom Livingston Law Group 2613 Dallas Parkway, Suite 220 Plano, Texas 75093 Quest Trust Company FKA Quest IRA Inc. FBO Richard Fitzpatrick IRA #16673-11, Noteholder August REI, LLC, Loan Servicing Company Ghrist Law Firm PLLC (hereinafter "Attorney")

Raymond Joseph Castro Jr. 4682 Matilda St. Apt B Dallas, TX 75206 Sent via first class mail and CMRR # <u>9489 0178 9820 3039 9570 43</u>

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Raymond Joseph Castro Jr. 4029 Morgan Dr, Mesquite, TX 75150 Sent via first class mail and CMRR # <u>9489 0178 9820 3039 9570 67</u>

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## **NOTICE OF TRUSTEE'S SALE**

WHEREAS Raymond Joseph Castro Jr. and executed a Deed of Trust conveying to the initial trustee, the real estate hereinafter described, in payment of a debt therein described. The Deed of Trust was filed in the real property records of Dallas County, Texas and is recorded under Clerk's File/Instrument Number 202200115636, to which reference is made for all purposes.

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;

WHEREAS, the undersigned has been, will be, or is hereby appointed Substitute Trustee in the place of the said original Trustee, upon contingency and in the manner authorized by said Deed of Trust; and

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the following:

1. <u>Date, Place, and Time of Sale</u>: Date: Tuesday, the **B**<sup>th</sup> day of April, 202**5** 

Time: The sale shall begin no earlier than 12:00 P.M. or no later than three hours thereafter.

Place: 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 Commissioner's Court, the sale will be conducted at the area immediately adjacent to the location where the Notice of Trustee's Sale (this notice) was posted.

2. Property to be Sold:

Lot 17, Block C, of Town East Estates No. 10, An Addition to the City of Mesquite, Dallas County, Texas, according to the map or plat thereof Recorded in Volume 71169, Page 2565, of the Map and/or Plat Records, Dallas County, Texas

3. Name and Address of Sender of Notice:

Ghrist Law Firm, PLLC, 4016 Gateway Drive, Suite 130, Colleyville, Texas, 76034. The senders of the notice also include those names listed below.

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.

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 MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

Pursuant to Section 51.0025 of the Texas Property Code, the mortgage servicer or Attorney are entitled to administer the foreclosure due to the fact that the servicer, noteholder or Lender, and Attorney have entered into an agreement granting authority to service the mortgage and administer foreclosure proceedings.

## 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 OF ACCELERATION.** If the maturity on the promissory note has not yet been accelerated, then the lender hereby accelerates the maturity date such that the remaining principal, together with all other charges, are due and owing at this time.

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Ian Ghrist, Richard Ramsey Substitute Trustee(s) 4016 Gateway Drive, Suite 130 Colleyville, Texas 76034 Phone: (817) 778-4136



## 2025 APR 14 PM 2:07

### JOHN F. WARREN

## COUNTY CLERK NOTICE OF SUBSTITUTE TRUSTEE'S SALE

Assert/and Protect Youn 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.

### DATE, TIME, AND PLACE OF SALE:

The sale is scheduled to be held on the following date, time, and place:

- Date: May 6, 2025
- **Time:** The sale will begin no earlier than **1:00 PM** and no later than three hours thereafter. The sale will be completed no later than **4:00 PM**.
- **Place:** Outside the north side of the **George Allen Court Building**, facing Commerce Street, below the overhang as designated by the Dallas County Commissioners.

#### **PROPERTY TO BE SOLD:**

### THE PROPERTY TO BE SOLD IS DESCRIBED AS FOLLOWS:

Lot 2, Block 6, of Willow Glen Revised, replat of the subdivision previous filed in Volume 79211, page 578, an addition to the City of Mesquite, Dallas County, Texas, according to the map or plat recorded in Volume 80073, page 17, of the Map Records of Dallas County, Texas.

### **INSTRUMENT TO BE FORECLOSED:**

The foreclosure is based on a Deed of Trust dated April 25, 2013, and recorded in the Office of the County Clerk of Dallas County, Texas, under Clerk's File Number 201300141834, recorded on May 05, 2013.

- Property Address: 3804 Farrington Street, Mesquite, Texas 75150
- Maker: Ruby R Hare, an unmarried woman A promissory note in the original principal amount of \$150,750.00
- Original Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), whose address is PO Box 2026, Flint, MI. 48501-2026, as nominee for Aspire Financial Inc. DBA Texas Lending.com, its successors and assigns.
- Current Beneficiary: SR Legends LLC
- Loan Servicer: SR Legends LLC

### **TYPE 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.

The property will be sold "AS IS" without any representations, warranties, or recourse, and subject to any liens or interests that may survive the sale. Any purchaser who purchases the property does so at his/her/its own risk and is strongly encouraged engage in significant due diligence prior to sale.

### **Trustees:**

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. Steven R Best, Richard Hubbard, Dillon Hubbard

The sale will be made without covenant or warranty, express or implied, regarding title, possession, or encumbrances, to satisfy the remaining principal sum of the note(s) described above, along with any and all other amounts lawfully owed under the note(s) and Deed of Trust, including without limitation, all principal, accrued interest, default interest, late charges, attorneys' fees, trustee fees, and costs.

**EXECUTED** this 11 of April 2025.

Signature of Trustee

Print Name Richard Hubbard

Substitute Trustee

# Notice of Foreclosure Sale

2025 APR 14 AM 11:57

Deed of Trust ("Deed of Trust"):

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of Trust ("Deed of Tru	ust"): JOHM F. WARREN COUNTY CLERK	
Dated:	March 30, 2021 BY May DEPUTY	
Grantor:	Supreme Marketing Group, LLC	
Trustee:	Kyle Ballard	
Lender:	Lobo Rojo, LLC	
Current Holder:	Lobo Rojo, LLC	
Recorded in:	Deed of Trust, Dallas County, Texas as instrument number 202100134800	
Legal Description:	Lot 21, Block 19 of CASA VIEW HEIGHTS NO. 18, SECOND INSTALLMENT, an Addition to the City of Mesquite, Texas, according to the Map thereof recorded in Volume 38, Page 29 of the Map Records of Dallas County, Texas;	
	Commonly known as: 3117 Caribbean Dr., Mesquite, TX 75150	
Secures:	Secured Promissory Note ("Note") in the original principal amount of \$139,000.00, executed by Supreme Marketing Group, LLC, ("Borrower") and payable to the order of Lender, now held by Lobo Rojo, LLC.	
Property:	The real property, improvements, and personal property described in and mortgaged in the Deed of Trust.	
Substitute Trustee:	David L. Pritchard, Michael P. Gomez, Alex Londoff, or any of them acting alone.	
Substitute Trustee's Addresses:	David L. Pritchard 1244 Southridge Court, Suite 102 Hurst, Texas 76053	
	Michael P. Gomez 1244 SOUTHRIDGE CT, STE 102 HURST, TX 76053	
	Alex Londoff 420 Asbury Drive Saginaw, TX 76131	

Foreclosure Sale:

Date: 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 1:00 PM and not later than three hours thereafter. Place: Dallas County Courthouse, in Dallas County, Texas, at the following location: PLACE DESIGNATED BY THE COMMISSIONERS COURT Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

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, Lender, 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 Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

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

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

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

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

Pursuant to section 51.0075(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

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.

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.

Date: April [\*, 202;

David D. Pritchard Michael P. Gomez Attorney for Mortgagee 1244 SOUTHRIDGE CT, STE 102 HURST, TX 76053 Telephone (817) 285-8017 Telecopier (817) 285-0224

# **NOTICE OF TRUSTEE'S SALE**

WHEREAS, On the 25<sup>th</sup> day of OCTOBER, 2023, DANIEL TORRES LARA executed a Deed of Trust conveying to DARRIN W. STANTON, a Trustee, the Real Estate hereinafter described, to secure NORTH TEXAS HOMES, LLC in the payment of a debt therein described, said Deed of Trust being recorded in Instrument Number 202300219519, of the Deed of Trust records of Dallas County, Texas; and

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

NOW, THEREFORE, NOTICE IS HEREBY GIVEN That on Tuesday, the 6<sup>TH</sup> day of MAY, 2025, between one o'clock p.m. and four o'clock p.m., I will sell said Real Estate at the steps of the George Allen Courthouse, 600 Commerce, in Dallas County, Texas, which is the place designated by the Dallas County Commissioner's Court, to the highest bidder for cash.

Said Real Estate is described as follows: In the County of Dallas, State of Texas:

LOT 3, BLOCK D, SAMUEL PARK FARMS WEST, AN ADDITION TO THE CITY OF MESQUITE, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 83216, PAGE 3409, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS. ALSO KNOW AS 1309 HACKAMORE STREET, MESQUITE, TEXAS.

WITNESS MY HAND, the 17 day of APRIL, 2025.

**DARRIN W. STANTON** 

DALLAS COUNTY CLERK DALLAS COUNTY DALLAS COUNTY BY

2025 APR 11 PM 3:06

[space above this line for recording purposes]

## NOTICE OF SUBSTITUTE TRUSTEE'S SALE

**DATE**: April 11, 2025

NOTE:

**Date**: April 6, 2006

Borrower: Frank Bellamy and Cynthia Bellamy

Lender: Oscar Schulze and Frances Schulze

Original Principal Amount: \$87,000

(Note).

**DEED OF TRUST**:

**<u>Date</u>**: April 6, 2006

**<u>Grantor</u>**: Frank Bellamy and Cynthia Bellamy

Beneficiary: Oscar Schulze and Frances Schulze

**<u>Recorded</u>:** In the Official Public Records of Dallas County, Texas on April 14, 2006 as document 200600137161.

(Deed of Trust).

**CURRENT LENDER/MORTGAGEE:** CNR Invest, LLC—Series OF 1 (RS), a Registered Series of CNR Invest, LLC (Lender/Mortgagee).

BORROWER/MORTGAGOR: Frank Bellamy and Cynthia Bellamy (Borrower/Mortgagor).

**PROPERTY**: The real property located at 412 Sesame Street, Mesquite, Texas 75149 and more particularly described on the **exhibit** A attached hereto, together with and any and all improvements and fixtures (**Property**).

**SUBSTITUTE TRUSTEE(S), ADDRESSES AND PHONE NUMBERS**: Lender/Mortgagee hereby authorizes its undersigned attorney to appoint the following substitute trustees to succeed to all title, powers and duties of the original trustee appointed in the Deed of Trust pursuant to Texas Property Code section 51.0075:

10 <u>1.12.25.200</u> 

Michael J. McKleroy Hinshaw & Culbertson, LLP 1717 Main Street, Suite 3625 Dallas, Texas 75201 945-229-6380

Matthew Lindsey Hinshaw & Culbertson, LLP 1717 Main Street, Suite 3625 Dallas, Texas 75201 945-229-6380

(Substitute Trustee(s)).

**DATE, TIME AND PLACE OF SUBSTITUTE TRUSTEE'S SALE**: A non-judicial foreclosure sale will take place at the following date, time and place pursuant to Texas Property Code section 51.002 and the Deed of Trust:

<u>Date</u>: May 6, 2025

Time: Commencing at 10:00 a.m. or not later than 3 hours after 10:00 a.m.

<u>Place</u>: George Allen Courts Building, 600 Commerce Street, Dallas, Texas 75201, facing Commerce Street, or, if the preceding area is no longer the designated area, at the area most recently designated by the Dallas County Commissioner's Court.

## (Substitute Trustee's Sale)

A default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust securing the Note. Because of such default, Lender/Mortgagee has requested each and any of the Substitute Trustee(s) to sell the Property at the Substitute Trustee's Sale in accordance with the Deed of Trust and applicable law.

Notice is hereby given that on the date and time and at the place of Substitute Trustee's Sale identified above, any of the Substitute Trustee(s) herein appointed, or such other substitute trustee as the Lender/Mortgagee may subsequently appoint, will sell the Property by public sale to the highest bidder for cash or acceptable certified funds, in accordance with the Deed of Trust and applicable law.

The Substitute Trustee's Sale will be conducted as a public auction, and the Property secured by the Deed of Trust, including, without limitation, all right, title, interest, and privilege of Borrower/Mortgagor to any real property described in **exhibit A** attached hereto. The sale and conveyance of the Property will be subject to all matters of record applicable to the Property which are superior to the Deed of Trust and to the permitted exceptions to title, if any, described in the

Deed of Trust. Substitute Trustee(s) has not made and will not make any covenants, representations, or warranties concerning the Property other than providing the successful bidder at the sale with a deed to the Property containing any warranties of title required by the Deed of Trust and applicable law.

Pursuant to Texas Property Code section 51.009, the Property will be sold "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY SUBSTITUTE TRUSTEE(S), EXPRESS, IMPLIED, STATUTORY, QUASI STATUTORY, OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. **NEITHER** LENDER/MORTGAGEE NOR SUBSTITUTE THE TRUSTEE(S) MAKE 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 AT THE FORECLOSURE SALE. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to Texas Property Code section 51.0075(a), Substitute Trustee(s) reserves the right to set further reasonable conditions for conducting the Substitute Trustee's Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by 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.

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 LENDER/MORTGAGEE.

Dated: April 11, 2025

Substitute trustee:

Michael J. McKleroy, Jr. Hinshaw & Culbertson, LLP 1717 Main Street, Suite 3625 Dallas, Texas 75201 Telephone 945-229-6380

## EXHIBIT A

The following real estate situated in Dallas County, Texas, together with all buildings, structures, and other improvements (such buildings, structures, fixtures and other improvements) now or hereafter situated thereon:

Located at 412 Sesame Street, Mesquite, Texas 75149, being more particularly described as Lot 28, Block 50 of the Skyline Addition to the City of Mesquite, Dallas County, Texas, according to the Map Records thereof recorded in Volume 69190, Page 2163 of the Map Records of Dallas County, Texas.

PREPARED BY AND RETURN TO AFTER RECORDING:

Michael J. McKleroy Hinshaw & Culbertson, LLP 1717 Main Street, Suite 3625 Dallas, Texas 75201