

FILED

2025 APR 15 PM 12:30

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

BY _____ DEPUTY

NOTICE OF FORECLOSURE SALE

State of Texas §
 §
County of Dallas §

Notice is hereby given of a public non-judicial foreclosure sale.

1. Property To Be Sold. The property to be sold is described as follows:

LOT 10, BLOCK A, LAKEHILL ADDITION, PHASE 1, AN ADDITION TO THE CITY OF ROWLETT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 201100220073, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

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

Date: **May 6, 2025**

Time: The sale shall begin no earlier than **11:00 AM** or no later than three hours thereafter.

Place: **Dallas County Courthouse in Dallas, Texas**, at the following location: the area designated by the Commissioners Court of **Dallas, Dallas County, Texas**, 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).

The deed of trust permits the Mortgagee of Record 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 refiling may be after the date originally scheduled for this sale.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

Pursuant to section 51.0075 of the Texas Property Code, the 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.

3. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the Mortgagee of Record thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

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

The sale will be made expressly subject to any title matters set forth in the deed of trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the deed of trust. The sale shall not cover any part of the property that has been released of public record from the lien of the deed of trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's

attorney.

4. Type of Sale. The sale is a non-judicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by **Roderick Sample and India Sample, husband and wife.**
5. Obligations Secured. The Deed of Trust is dated **April 17, 2015**, and is recorded in the office of the County Clerk of **Dallas County, Texas**, in/under **201500099157, Official Public Records of Dallas County, Texas.** The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including but not limited to the promissory note in the original principal amount of **\$62,250.00**, executed by **Roderick Sample, India Sample**, and payable to the order of **International Bank of Commerce.**

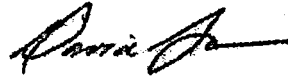
Original Mortgagee: International Bank of Commerce.

Current Mortgagee of Record: International Bank of Commerce whose address is **8998 Research Blvd., First Floor, Austin, TX 78758.**

6. Default and Request To Act. Default has occurred under the deed of trust, and the beneficiary has requested me, as Substitute Trustee, to conduct this public sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.
7. **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.**

Sent by: Clare V. Cougill
Robertson Anschutz Vettters, LLC
10375 Richmond Avenue, Suite 200
Houston, TX 77042

DATED April 14, 2025.



David Garvin, Jeff Benton, Brandy Bacon, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Jamie Dworsky, Angela Cooper, Kelly Goddard,
Substitute Trustee
c/o Robertson Anschutz Vettters, LLC
10375 Richmond Avenue, Suite 200
Houston, TX 77042
Phone: (713) 244-1360

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.

FILED

NOTICE OF SUBSTITUTE TRUSTEE'S SALE APR 11 AM 11:46

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

WHEREAS, CASTILLO CUSTOM HOMES, LLC, a Texas limited liability company ("Borrower"), executed that certain Deed of Trust (the "Security Instrument"), dated April 29, 2024, recorded as Instrument No. 202400087088, Real Property Records, Dallas County, Texas (the "Records"), to ADAM STERN, Trustee (the "Trustee") for the benefit of HILLSTAR REAL ESTATE, LLC, a Texas limited liability company ("Lender"), covering certain real property and improvements on the land ("Land") located in Dallas County, Texas, having at address of 5214 Matagorda Bay Court, Rowlett, TX 75089 and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property") to secure that certain Promissory Note ("Note") dated of even date with the Security Instrument in the stated principal amount of \$245,907.00, as renewed, extended and modified (the Note, together with all other indebtedness, liabilities, and obligations described in the Note, Security Instrument and all other documents evidencing, securing, governing or otherwise pertaining to the loan evidenced by the Note hereinafter referred to as the "Indebtedness"); and

WHEREAS, pursuant to and in accordance with the terms and conditions of the Security Instrument, Lender hereby appointed BRAD GASWIRTH, an individual with an address of 4851 LBJ Freeway, Suite 301, Dallas, Texas 75244, PATRICIA L. STEIN, an individual with an address of 4851 LBJ Freeway, Suite 301, Dallas, Texas 75244, GRANT BANNEN, an individual with an address of 4851 LBJ Freeway, Suite 301, Dallas, Texas 75244, ANA URIBE, an individual with an address of 4851 LBJ Freeway, Suite 301, Dallas, Texas 75244, MEREDITH MILTON, an individual with an address of 4851 LBJ Freeway, Suite 301, Dallas, Texas 75244, ADI SOTO, an individual with an address of 4851 LBJ Freeway, Suite 301, Dallas, Texas 75244, DANAE COUCH, an individual with an address of 4851 LBJ Freeway, Suite 301, Dallas, Texas 75244, and DANIEL MCCABE, an individual with an address of 4851 LBJ Freeway, Suite 301, Dallas, Texas 75244, each of whom may act alone or together (each a "Substitute Trustee") to succeed to all of the rights, titles, powers, and estates granted and delegated in the Security Instrument to the Original Trustee and any previously appointed substitute trustee; and

WHEREAS, Lender has made demand upon Borrower to pay to Lender the Indebtedness now due, but such Indebtedness has not been paid; and

WHEREAS, Lender, as the owner of the Note and Indebtedness, has instructed the Substitute Trustee(s), acting singly or together, to post, file and mail appropriate notice and to sell the Property, in parcels or in whole, to satisfy, in whole or in part, the unpaid Indebtedness.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, May 6, 2025, no earlier than 10:00 a.m., or no later than three hours after that time, one of the Substitute Trustees will commence the sale of the Property, in parcels or as a whole, at public auction to the highest bidder for cash; except that the Lender's bid may be by credit against the indebtedness secured by the Security Instrument. Such sale will be held at the place designated by the commissioner's court of Dallas County, Texas, more specifically, the area outside on the North Side of the George Allen Courts Building located at 600 Commerce Street and facing Commerce Street below the overhang;

SUBJECT, HOWEVER, to all liens, exceptions to title, easements, restrictions, and encumbrances affecting any of the Property or title thereto which are equal or prior to the lien and security interest created by the Security Instrument.

Default has occurred in the payment of the Note and in the performance of the obligation of the Security Instrument. Because of that default, Lender, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Security Instrument 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 if described in the Security Instrument in accordance with Lender's rights and remedies under the Security Instrument and Section 9.604(a) of the Texas Business and Commerce Code.

If Lender passes on the foreclosure sale, notice of the date of any rescheduled foreclosure sale will be posted and refiled in accordance with the posting and filing requirements of the Security Instrument and the Texas Property Code.

The foreclosure sale will be made expressly subject to any title matters set forth in the Security Instrument, 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 Security Instrument. For the avoidance of doubt, to the extent that any of the Property has been released from the lien of the Security Instrument, by written instrument signed by Lender or its predecessor and filed for record in the Real Property Records of Dallas County, Texas, this notice is not intended to and does not cover such property, and such property will not be part of the Property conveyed to the purchaser hereunder. Prospective bidders are strongly encouraged to examine the applicable property records to determine the nature and extent of such matters, if any.

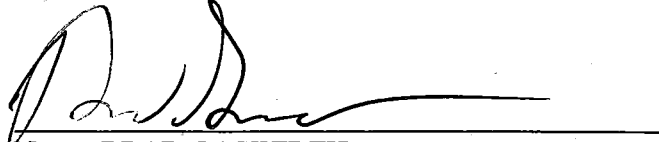
Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold "AS IS", **without any expressed or implied warranties, except as to the warranties, if any, provided under the Security Instrument.** Prospective bidders are advised to conduct an independent investigation of the nature 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.

If such sales do not result in full satisfaction of all of the Indebtedness, the lien and security interest of the Security Instrument shall remain in full force and effect in respect of any of the Property not so sold and any and all other types of real and personal property covered by the Security Instrument and not described herein.

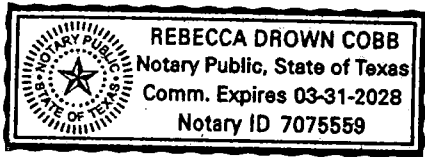
Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the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

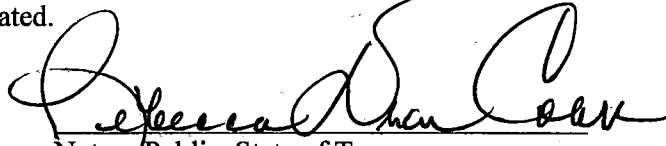
SUBSTITUTE TRUSTEE:


Name: BRAD GASWIRTH

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was ACKNOWLEDGED before me on the 11th day of April, 2025
By BRAD GASWIRTH, in the capacity therein stated.




Notary Public, State of Texas

Rebecca Drown Cobb
Printed Name of Notary
My Commission Expires: 3-31-2028

EXHIBIT A

All that parcel of parcels of real property located in Dallas County, State of Texas, and more particularly described as follows:

Lot 31 in Block B, of MARINER PARK, SECTION ONE, an Addition to the City of Rowlett, DALLAS County, Texas, according to the Map or Plat thereof recorded in Volume 98143, Page 2408, Plat Records, DALLAS County, Texas

ADDRESS:

5214 Matagorda Bay Court, Rowlett, TX 75089