

NOTICE OF ASSESSMENT LIEN SALE

FILED

STATE OF TEXAS

§

2025 OCT 10 AM 11:42

COUNTY OF DALLAS

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JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

WHEREAS, the property herein described is subject to the Declaration of Covenants, Conditions and Restrictions for CCE, filed on September 24, 2018, as Instrument No. 201800256507, of the Official Public Records of Dallas County, Texas (including any amendments thereof or supplements thereto is hereinafter referred to, collectively, as the “*Declaration*”). The Declaration provides for the payment of assessments secured by a lien on the Lot of the non-paying owner.

WHEREAS, CCE Homeowners Association, Inc. on November 16, 2021, January 23, 2023, and March 11, 2024, sent notice of default in payment of assessments to **JOVON BURRELL, a single man**, being the reputed owner or current owner of said real property; and

WHEREAS, the said **JOVON BURRELL, a single man**, has continued to default in the payment of their indebtedness to CCE Homeowners Association, Inc. and the same is now wholly due, and CCE Homeowners Association, Inc., acting by and through its duly authorized agent, intends to sell the herein described property to satisfy the present indebtedness of said owner to CCE Homeowners Association, Inc.

NOW, THEREFORE, notice is hereby given that on Tuesday, the 4th day of November, 2025, between 10:00 a.m. and 4:00 p.m., CCE Homeowners Association, Inc. will sell the herein described real estate (including any improvements thereon) at public auction at the area outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, 600 Commerce Street, Dallas, Dallas County, Texas, or as designated by the Dallas County Commissioners for such sales, to the highest bidder for cash, subject to all unpaid ad valorem taxes, superior liens and encumbrances of record, and a statutory right of redemption. The earliest time at which said sale will begin will be 1:00 p.m., and the sale will take place not later than three (3) hours thereafter.

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

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

SIGNED: October 10, 2025.

**CCE HOMEOWNERS ASSOCIATION,
INC.**

By: _____

Judd A. Austin, III

Its: Duly Authorized Agent

STATE OF TEXAS §
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COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public on this day personally appeared Judd A. Austin, III, Duly Authorized Agent for CCE Homeowners Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and affirmed seal of office, on October 10, 2025.



Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

**Judd A. Austin, Jr., Judd A. Austin, III, Vinay B. Patel,
Kristen Pierce, Parrish S. Nicholls, and Claudia Zissman-Monzon
Henry Oddo Austin & Fletcher, P.C.
1717 Main Street, Suite 4600
Dallas, Texas 75201**

EXHIBIT "A"

Lot 18, Block 2, of NORTH COUNTRY CLUB ESTATES, an Addition to the City of Garland, Dallas County, Texas, as shown according to the Plat thereof recorded under County Clerk's File No.: 201900014308, Plat Recorded in Dallas County, Texas, (the "Property").

FILED

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

STATE OF TEXAS §
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COUNTY OF DALLAS §

2025 OCT 10 PM 2:23

JOHN E. WARREN
COUNTY CLERK
DALLAS COUNTY
BY CRF 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, **November 4, 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 refiling 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.

EXECUTED on the 10th day of October, 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 Louis 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 Louis 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**



NOTICE OF FORECLOSURE SALE

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, BERUR PROPERTIES, LLC, a Texas limited liability company ("Berur") and JEFTONS HEALTH CARE SERVICES INC., a Texas corporation ("Jeftons", and together with Berur are herein jointly called the "Borrower") executed and delivered to CENTENNIAL BANK d/b/a HAPPY STATE BANK ("Mortgagee"), whose street address is Special Assets Department, 15500 W. Greystone Blvd., Cabot, Arkansas 72023, Attn: Jodi Allgood, Special Assets Director/SVP, that certain Note (as same may have been amended, modified, extended, renewed, restated and/or replaced, the "Note") dated January 19, 2024 in the original principal amount of \$4,775,000.00 payable to the order of Mortgagee, which Note is governed by that certain Loan Agreement (the "Loan Agreement") dated January 19, 2024, among Mortgagee, Borrower, and the following (jointly and severally, are herein called the "Guarantor"): Wilcare Properties LLC, a Texas limited liability company, Sheena Health Care Services Inc., a Texas corporation, Sheevon Health Care Services Inc., a Texas corporation, Bill Health Care Services Inc., a Texas corporation, Will Health Care Services Inc., a Texas corporation, For Black by Black LLC, a Texas limited liability company, INEOS Sporting Products LLC, a Texas limited liability company, My Baby Cards LLC, a Texas limited liability company, and William K. Munai, a Texas resident.

WHEREAS, to secure the Note, Borrower caused (i) Berur to execute that certain Deed of Trust (With Security Agreement) (as same may have been heretofore amended, modified, extended, renewed and/or restated, the "Berur Deed of Trust"), dated January 19, 2024, recorded on January 22, 2024, as Document Number 202400012968, Real Property Records, Dallas County, Texas, pertaining to certain Land ("Berur Land") located in Dallas County, Texas, more particularly described on Exhibit A-1 attached hereto and incorporated herein by reference, and certain other collateral ("Berur Other Collateral") more particularly described in Exhibit B-1 attached hereto and incorporated herein by reference, and (ii) WILCARE PROPERTIES, LLC, a Texas limited liability company ("Wilcare") to execute that certain Deed of Trust (With Security Agreement) (as same may have been heretofore amended, modified, extended, renewed and/or restated, the "Wilcare Deed of Trust"), dated January 19, 2024, recorded on January 22, 2024 as Document Number 202400012966, Real Property Records, Dallas County, Texas, pertaining to certain Land ("Wilcare Land") located in Dallas County, Texas, more particularly described on Exhibit A-2 attached hereto and incorporated herein by reference, and certain other collateral ("Wilcare Other Collateral") more particularly described in Exhibit B-2 attached hereto and incorporated herein by reference; and the Berur Deed of Trust and Wilcare Deed of Trust were each made in favor of ALLEGIANCE TITLE COMPANY, as trustee (the "Original Trustee"), for the benefit of Mortgagee, to secure payment of the Note and all other indebtedness, liabilities and obligations (collectively, the "Indebtedness") described in the Note, the Loan Agreement, and the Deed of Trust (the Note, Loan Agreement, Deed of Trust and other documents evidencing, securing or governing the Indebtedness are, collectively, the "Loan Documents").

WHEREAS, in their respective capacity as a grantor, Berur and Wilcare are, collectively, called "Grantor"; the Berur Land and Berur Other Collateral are, collectively, called the "Berur Mortgaged Property"; the Wilcare Land and Wilcare Other Collateral are, collectively, called the "Wilcare Mortgaged Property"; the Berur Other Collateral and the Wilcare Other Collateral are, collectively, the "Other Collateral"; the Berur Mortgaged Property and the Wilcare Mortgaged Property are, collectively, called the "Mortgaged Property"; and the Berur Deed of Trust and the Wilcare Deed of Trust are, collectively, called the "Deed of Trust".

WHEREAS, a default has occurred in the performance of one or more covenants in the Loan Documents, and the Indebtedness has been accelerated and is now wholly due and payable.

WHEREAS, Mortgagee has made demand upon Mortgagor to pay to Mortgagee the Indebtedness now due, but such Indebtedness has not been paid.

WHEREAS, pursuant to and in accordance with the authority of Section 51.0075(c) of the Texas Property Code (the "Substitute Trustee Statute") and the Deed of Trust, Mortgagee has appointed J. RICHARD WHITE, AMANDA R. GRAINGER, SHERRY A. BALDWIN, MARINA WALKER, ANN HELLMAN AND JOSE ROMERO, each with a street address of 500 Winstead Building, 2728 N. Harwood Street, Dallas, Texas 75201, individually and severally, and not jointly (collectively, the "Substitute Trustees" or, severally, a "Substitute Trustee"), each of whom may act alone, without the necessity of the joinder of the other Substitute Trustees, as the substitute trustee in the place and stead of and to succeed to all of the rights, titles, estates, powers, privileges and authorities granted in the Deed of Trust to the Original Trustee, and any previously appointed substitute trustee(s).

WHEREAS, Mortgagee, as the current beneficiary under the Deed of Trust, has instructed the Substitute Trustees, or any one of them, acting alone without the necessity of the joinder of the other Substitute Trustees, to post, file and mail, or cause to be posted, filed and mailed, appropriate notice and to sell the Mortgaged Property, subject to the exceptions set forth herein, to satisfy, in whole or in part, the unpaid Indebtedness.

WHEREAS, the Mortgaged Property will be sold "as-is" without any expressed or implied warranties, except as to warranties of title, and at the purchaser's own risk (and not as a consumer) pursuant to Section 51.009 of the Texas Property Code.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, November 4, 2025 (the "Foreclosure Date"), no earlier than 11:00 a.m., or no later than three hours after that time, the Substitute Trustees, or any one of them, acting alone without the necessity of the joinder of the other Substitute Trustees, will commence the sale of all or a portion of the Mortgaged Property, in parcels or as a whole, at public auction to the highest bidder for cash, pursuant to the Deed of Trust and applicable law; such sale will be held at the following designated area, which area was designated by the Commissioner's Court of said County: the area outside on the north side of the George Allen Courts Building, located at 600 Commerce Street, Dallas, Texas 75202, facing Commerce Street below the overhang, or such other area as such Commissioner's Court may designate for the subject sale; SUBJECT, HOWEVER, to all liens, exceptions to title, easements, restrictions, and encumbrances affecting any of the Mortgaged Property or title thereto which have equal or superior priority to the lien and security

interest created by the Deed of Trust. The Substitute Trustee's sale will occur between the earliest time to begin the sale as specified above and 4:00 p.m. on the Foreclosure Date.

If such sale or sales do not result in full satisfaction of all of the Indebtedness now due, the lien and security interest of the Deed of Trust shall remain in full force and effect in respect of any of the Mortgaged Property not so sold and any and all other types of real and personal property covered by the Deed of Trust 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, or within the last nine (9) months have served, 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.

IN WITNESS WHEREOF, the undersigned Substitute Trustee has signed this notice as of October 10 2025.

[The remainder of this page is intentionally left blank.]

SUBSTITUTE TRUSTEE:

Sherry A. Baldwin

Name: Sherry A. Baldwin

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was ACKNOWLEDGED before me on October 10, 2025, by Sherry A. Baldwin, in the capacity therein stated.

[S E A L]

My Commission Expires:

Laurie Fishar

Notary Public in and for the State of Texas

Printed Name of Notary Public



EXHIBIT A - 1

Berur Land

[CITY OF GARLAND]

Lot 3, Block 1, BELT LINE SHOPPING CENTER NO. 3 THIRD REPLAT, an addition to the City of Garland, Dallas County, Texas, according to the map or plat thereof recorded under Dallas County Clerk's File No. 201900157149.

EXHIBIT A - 2

Wilcare Land

[CITY OF GARLAND]

Being Lot 1RR, Block 1, Belt Line 30 Shopping Center No. 3 Third Replat, an addition to the city of Garland, Dallas County, Texas, according to the plat recorded in Clerk's File No. 201900157149, plat records, Dallas County, Texas.

EXHIBIT B - 1

Berur Other Collateral

EXHIBIT B-1

Berur Other Collateral

1. All buildings, structures, and other improvements (such buildings, structures, and other improvements being hereinafter sometimes called the "Improvements") now or hereafter situated thereon.

2. The following personal property of Grantor, wherever located, and now owned, or hereafter acquired or arising, including Proceeds and Supporting Obligations, which are now or at any time hereafter are, a part of the Land; or situated in, on, or about the Land and utilized in connection therewith; or delivered to the Land or acquired for use in connection with the Land; or delivered to the Land or acquired for use or incorporation in the construction of any improvements on the Land; or for the purchase of any Goods to be used in connection with the construction of any improvements on the Land: Accounts; Chattel Paper, including Tangible Chattel Paper and Electronic Chattel Paper; Deposit Accounts; Documents; General Intangibles, including Payment Intangibles, trademarks, trade names and symbols; Goods, including Equipment, Fixtures, Inventory, and Accessions; Instruments, including Promissory Notes; Records; Software; plans and specifications for improvements to be placed on the Land; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land; all As-Extracted Collateral and other substances which may be extracted from the Land, including without limitation, oil and gas, all Hydrocarbon Property (as defined in the Deed of Trust) including all General Intangibles, Accounts, and all other rights to payment arising from Hydrocarbon Property extraction or oil and gas leases, including all minerals, oil, and gas upon or after extraction and all rights to payment arising therefrom, including but not limited to, royalties, rentals, and other rights to payment from sale of extracted and non-extracted minerals, oil and gas; and all renewals, replacements, and substitutions thereof and additions thereto (all property described or referred to in this paragraph is sometimes called "Accessories"). Any capitalized term not otherwise defined herein shall have the meaning accorded thereto in the Uniform Commercial Code, as now enacted and hereinafter amended in the State of Texas (the "Code").

3. All rights, titles, interests and estates now owned or hereafter acquired by Grantor in and to the oil gas and other minerals in and under the Land and the oil and gas leases and/or oil, gas and other mineral leases relating to the Land or any land spaced, pooled or unitized therewith and including all wellbore interests and other interests and estates and the Land and premises covered or affected thereby (collectively called the "Hydrocarbon Property"). All other interest of every kind and character which Grantor now has or at any time hereafter acquires in and to the property described or referred to in paragraphs 1 and 2 preceding, including but not limited to proceeds from the condemnation or threatened condemnation of the Land and the proceeds of any and all insurance covering the Land, and all property which is used in connection with the operation of the Land and Accessories.

All properties, rights, and interests described or referred to in paragraphs 1, 2, and 3 preceding are sometimes referred to collectively as the "Property".

EXHIBIT B - 2

Wilcare Other Collateral

EXHIBIT B-2

Wilcare Other Collateral

1. All buildings, structures, and other improvements (such buildings, structures, and other improvements being hereinafter sometimes called the "Improvements") now or hereafter situated.

2. The following personal property of Grantor, wherever located, and now owned, or hereafter acquired or arising, including Proceeds and Supporting Obligations, which are now, or at any time hereafter are, a part of the Land; or situated in, on, or about the Land and utilized in connection therewith; or delivered to the Land or acquired for use in connection with the Land; or delivered to the Land or acquired for use or incorporation in the construction of any improvements on the Land; or if the purchase of any Goods to be used in connection with the construction of any improvements on the Land: plans and specifications for improvements to be placed on the Land; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land; all As-Extracted Collateral and other substances which may be extracted from the Land, including without limitation, oil and gas, all Hydrocarbon Property (as defined in the Deed of Trust) including all General Intangibles, Accounts, and all other rights to payment arising from Hydrocarbon Property extraction or oil and gas leases, including all minerals, oil, and gas upon or after extraction and all rights to payment arising therefrom, including but not limited to, royalties, rentals, and other rights to payment from sale of extracted and non-extracted minerals, oil and gas; and all renewals, replacements, and substitutions thereof and additions thereto (all property described or referred to in this paragraph is sometimes called "Accessories"). Any capitalized term not otherwise defined herein shall have the meaning accorded thereto in the Uniform Commercial Code, as now enacted and hereinafter amended in the State of Texas (the "Code").

3. All rights, titles, interests and estates now owned or hereafter acquired by Grantor in and to the oil gas and other minerals in and under the Land and the oil and gas leases and/or oil, gas and other mineral leases relating to the Land or any land spaced, pooled or unitized therewith and including all wellbore interests and other interests and estates and the Land and premises covered or affected thereby (collectively called the "Hydrocarbon Property"). All other interest of every kind and character which Grantor now has or at any time hereafter acquires in and to the property described or referred to in paragraphs 1 and 2 preceding, including but not limited to proceeds from the condemnation or threatened condemnation of the Land and the proceeds of any and all insurance covering the Land, and all property which is used in connection with the operation of the Land and Accessories.

All properties, rights, and interests described or referred to in paragraphs 1, 2, and 3 preceding are sometimes referred to collectively as the "Property".

Notice of Substitute Trustee Sale

F25-00286 TX
6723167572 / 7241423040

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

Date: **11/04/2025**

Time: The sale will begin no earlier than **10:00AM** or no later than three hours thereafter. The sale will be completed by no later than 1:00 PM. (Attention all bidders: cashier's checks must be made payable to Assured Lender Services, Inc.)

Place: **Dallas** County, TX at the following location: **North side of the George Allen Courts Building facing Commerce Street**, OR IF THE PRECEDING AREA IS NO LONGER THE DESIGNATED AREA, AT THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE

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

Legal Description; See Exhibit "A"

APN: 265375001018R0000

Commonly known as: 406 South Yale Drive , Garland, TX 75042-6941

Instrument to be Foreclosed – The instrument to be foreclosed is the Deed of Trust, Security Agreement and Assignment of Leases and Rents, dated 03/14/2024 (the "Deed of Trust") and recorded in the office of the County Clerk of Dallas County, Texas, Recorded on 03/15/2024 as Document No. 202400052099 of the Real Property Records of Dallas County, Texas.

Trustor(s):	Brandy Painter and Aaron J. Painter, husband and wife	Original Beneficiary:	Velocity Commercial Capital, LLC, a California Limited Liability Company
Current Beneficiary:	U.S. Bank Trust Company, National Association, as Trustee for Velocity Commercial Capital Loan Trust 2024-3	Loan Servicer:	PHH Mortgage Services
Current Substituted Trustees:	Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, Payton Hreha, Michele Sanders or Cherie Maples		

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

Terms of Sale - The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any. Pursuant to the Deed of Trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. 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.

Type of sale - The present Beneficiary under the Deed of Trust has elected to conduct a unified foreclosure sale pursuant to the provisions of Texas Business and Commercial Code § 9.604 (a) and to include in the non-judicial foreclosure pursuant to the power of the sale granted by the deed of trust described in this Notice of Trustee's Sale all of the personal property and fixtures described within the loan documents. The present Beneficiary reserves the right to revoke its election as to some or all of said personal property and/or fixtures, or to add additional personal property and/or fixtures to the election herein expressed, at the present Beneficiary's sole election, from time to time and at any time until the consummation of the trustee's sale to be conducted pursuant to the Deed of Trust and Notice of Trustee's Sale. The real property and personal property encumbered by the Deed of Trust will be sold at the sale in accordance with the provisions of the Deed of Trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

Obligations Secured - The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including by not limited to (1) the promissory note in the original principal amount of \$500,000.00, executed by Brandy Painter and Aaron J. Painter, husband and wife, and payable to the order of Velocity Commercial Capital, LLC, a California Limited Liability Company; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of Brandy Painter and Aaron J. Painter, husband and wife. U.S. Bank Trust Company, National Association, as Trustee for Velocity Commercial Capital Loan Trust 2024-3 is the current owner and holder of the Obligations and is the beneficiary under the Deed of Trust.

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the Note and all other amounts lawfully owing under the Note, the Deed of Trust, and all of the other associated loan documents, including, without limitation, all interest, default interest, late charges, advances, attorneys' fees and other costs and expenses.

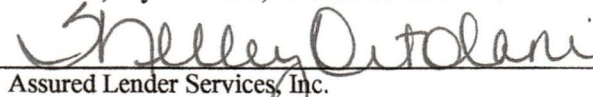
NOTICE TO POTENTIAL BIDDERS: WE REQUIRE CERTIFIED FUNDS AT SALE BY CASHIER'S CHECK(S) PAYABLE DIRECTLY TO "ASSURED LENDER SERVICES, INC." TO AVOID DELAYS IN ISSUING THE FINAL DEED.

Questions concerning the sale may be directed to the undersigned or to the beneficiary:

U.S. Bank Trust Company, National Association, as Trustee for Velocity Commercial Capital Loan Trust 2024-3
2945 Townsgate Road
Suite 110
Westlake Village, CA 91361
Daniel Braley
Dbraley@velocitycommercial.com
(818) 483-1819

Dated: 10/12/2025

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



Assured Lender Services, Inc.
111 Pacifica, Suite 140
Irvine, CA 92618
Phone: (714) 508-7373
Fax: (714) 505-3831

AFTER RECORDING, PLEASE RETURN TO:

Assured Lender Services, Inc.
111 Pacifica, Suite 140
Irvine, CA 92618
Attn: Trustee Department

EXHIBIT "A"

BEING a tract of land situated in the Joseph Dye Survey, Abstract No. 404, Dallas County, Texas and being all of Lot 18R, Block 10 of Fourth Section of Skillman Forest No. 2, an addition to the City of Garland, Texas and recorded in Volume 2001156, Page 46 of the Map Records of Dallas County, Texas (MRDCT) and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a red plastic cap stamped W.A.I., set for the most northwesterly corner of said Lot 18R, said iron rod also being in the intersection of the easterly right-of-way line of Yale Drive (a 60 foot right-of-way) and the southerly right-of-way line of a 15 foot alley right-of-way,

THENCE South 89 deg 52 min 00 sec East a distance of 130.00 feet to an "X" cut set in concrete for corner in the westerly right-of-way of a 5 foot alley right-of-way,

THENCE departing the southerly right-of-way line of said 15 foot alley and along and departing the westerly right-of-way of said 5 foot alley right-of-way and along the westerly line of Lot 1, Block 1 of Bullock Estates No. 3 an addition to the City of Garland as recorded in Volume 78005, Page 0905 (MRDCT) South 00 deg 08 min 00 sec West a distance of 138.00 feet to a 1/2 inch iron rod with a red plastic cap stamped W.A.I. set for the northeasterly corner of the remainder portion of Lot 18, Block 10 of said Fourth Section of Skillman Forest No. 2;

THENCE departing the westerly line of Lot 1, Block 1 of Bullock Estates No. 3 and along the remainder of said Lot 18, Block 10 North 89 deg 52 min 00 sec West a distance of 130.00 feet to a 1/2 inch iron rod found for corner in the easterly right-of-way line of said Yale Drive;

THENCE along the easterly right-of-way line of said Yale Drive North 00 deg 08 min 00 sec East a distance of 138.00 feet to the Point of Beginning;

Containing within these metes and bounds 0.412 acres or 17,940 square feet of land more or less.

The bearings contained herein are based upon the plat of Lot 18R, Block 10 of Fourth Section of Skillman Forest No. 2, an addition to the City of Garland, Texas and recorded in Volume 2001156, Page 46 (MRDCT).

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 for informational and/or identification purposes and does not override Item 2 of Schedule B, hereof.

Certificate of Posting

**I, _____ do hereby certify that I am a citizen of the
United States of America, over the age of 18 years, and competent, to be a witness relating to the matters
herein**

**I declare under penalty of perjury that on _____ I filed the Notice of Sale at
the office of the _____ County Clerk and caused same to be posted at the
_____ County courthouse.**

Signature: _____

Declarants Name: _____

Date: _____

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

2025 OCT 13 AM 11:32

THE STATE OF TEXAS

§

§

§

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

JOHN E. WARREN
COUNTY CLERK
DALLAS COUNTY
DEPUTY

WHEREAS, on February 16, 2022, **Tarek Kadowr** ("Grantor"), executed and delivered a Deed of Trust Security Agreement and Financing Statement, (the "Deed of Trust") conveying to **Greg Burgess**, as Trustee, the herein below described property to secure **Prosperity Bank** in the payment of all indebtedness (the "Note") therein described, the Deed of Trust being filed and recorded under Instrument No. 202200046535, in the Official Public Records of Real Property of Dallas County, Texas, to which reference is hereby made for all purposes; and

WHEREAS, default has occurred in the payment of the Note and the same is now wholly due, and **Prosperity Bank the successor by merger with FirstCapital Bank of Texas, N.A.**, (the "Beneficiary"), the owner and holder of the Note, has requested the undersigned to sell the Property to satisfy the Note; and

WHEREAS, the above named Trustee and any previously appointed Substitute Trustee was removed under and in accordance with the Deed of Trust and the Beneficiary designated and appointed **L. David Smith, Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon and Payton Hreha any of whom may act independently** as Substitute Trustee to enforce the Trust, and any of whom may conduct the sale of the Property and may be contacted as indicated on the signature block below.

NOW, THEREFORE, pursuant to the authority conferred upon me by the Deed of Trust, I, **L. David Smith**, hereby give notice that I or one of the other Substitute Trustees whose names and

addresses are set out below, will sell the Property at public auction to the highest bidder, for cash, on **Tuesday, November 4, 2025**. The earliest time at which the sale will occur shall be at **10:00 o'clock A.M.** and it may take place not later than three hours after said time, and the sale shall take place in the area which has been designated as the area for foreclosures to take place, being the area on the North side of the George Allen Courts Building facing Commerce Street Dallas, Dallas County, Texas, or any other area which has been designated by the Dallas County Commissioner's Court as the area for foreclosures to take place. This conveyance will be made subject to any exceptions referenced in the Deed of Trust to the extent the same are still in effect and shall not cover any part of the Property that has been released from the liens of the Deed of Trust. The Property that will be sold at the foreclosure sale includes the following described real property, together with all improvements and fixtures thereon and appurtenances thereto and all equipment and personal property:

Being Lot 7, Block 1, Mayor Foundation Addition No. 2, an addition to the City of Garland, Dallas County, Texas, according to the plat thereof recorded under Clerk's File No. 200600133040, Plat Records of Dallas County, Texas.

Easement Estates described as Tract 2 and Tract 3 as more particularly described in the Deed of Trust filed and recorded under Instrument No. 202200046535, in the Official Public Records of Real Property of Dallas County, Texas reference to which is incorporated herein.

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 ANY PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. THE SUBSTITUTE TRUSTEE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE COMPLIANCE WITH THE LAWS, RULES, AGREEMENTS OR SPECIFICATIONS, 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 ARE EXPRESSLY WAIVED BY PURCHASER.

SUBSTITUTE TRUSTEES

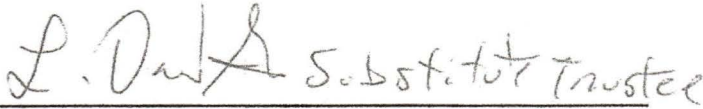
**NOTICE IS HEREBY PROVIDED THAT ONE OF THE FOLLOWING NAMED
SUBSTITUTE TRUSTEES WHOSE ADDRESS AND CONTACT INFORMATION FOR
PURPOSES HEREOF IS AS FOLLOWS MAY CONDUCT THE SALE:**

L. David Smith, Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol
Dunmon and Payton Hreha

c/o L. David. Smith
2618 Kittansett Circle
Katy Texas 77450
Telephone: (281)788-3666
Email: ldslaw7@gmail.com

**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.**

Dated this 9th day of October, 2025.


L. David. Smith, Substitute Trustee
2618 Kittansett Circle
Katy Texas 77450
Telephone:(281) 788-3666
Email:ldslaw7@gmail.com

FILED

2025 OCT 13 PM 12:51

1609 CALDWELL DRIVE
GARLAND, TX 75041

JOHN E. WARREN
COUNTY CLERK
DALLAS COUNTY

00000010589521

NOTICE OF [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.

1. Date, Time, and Place of Sale.

Date: November 04, 2025

Time: The sale will begin at 10:00 AM or not later than three hours after that time.

Place: THE AREA OUTSIDE ON THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

2. Terms of Sale. Cash.

3. Instrument to be Foreclosed. The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated August 31, 2007 and recorded in Document INSTRUMENT NO. 20070326128 real property records of DALLAS County, Texas, with JUAN DAVID RAMIREZ AND SPOUSE DORA M RAMIREZ, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE, mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by JUAN DAVID RAMIREZ AND SPOUSE DORA M RAMIREZ, securing the payment of the indebtednesses in the original principal amount of \$92,150.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. CITIMORTGAGE, INC. is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. Property to Be Sold. The property to be sold is described in the attached Exhibit A.

6. Mortgage Servicer Information. 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 lien securing the Property referenced above. CENLAR FSB, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o CENLAR FSB
425 PHILLIPS BLVD
EWING, NJ 08618

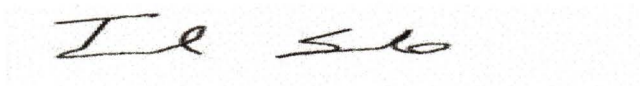


1609 CALDWELL DRIVE
GARLAND, TX 75041

00000010589521

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

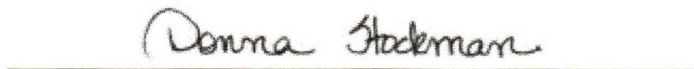
The undersigned as attorney for the mortgagee or mortgage servicer does hereby remove the original trustee and all successor substitute trustees and appoints in their stead ROBERT FORSTER, JEFF FLEMING, ISRAEL SAUCEDO OR RYAN BOURGEOIS whose address is c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320 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 beneficiary therein.



Israel Saucedo

Certificate of Posting

My name is Donna Stockman, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320. I declare under penalty of perjury that on 10/13/25 I filed at the office of the DALLAS County Clerk and caused to be posted at the DALLAS County courthouse this notice of sale.



Declarants Name: Donna Stockman

Date: 10/13/25

1609 CALDWELL DRIVE
GARLAND, TX 75041

00000010589521

00000010589521

DALLAS

EXHIBIT "A"

LOT 23, BLOCK B, OF LEWIS TERRACE ADDITION, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 23, PAGE 227, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

2025 OCT 14 AM 11:34

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

JOHN F. WARREN
COUNTY CLERK
BY MA DEPUTY

WHEREAS, by that one certain Deed of Trust (Security Agreement, Financing Statement) dated April 18, 2023, and recorded as Instrument No. 202300076547, Official Public Records, Dallas County, Texas (the "Deed of Trust"), Effioek Samuel Ekpenyong ("Grantor"), conveyed to Sam L. Susser, Trustee ("Trustee") for the benefit of Susser Bank ("Beneficiary"), the real property situated in Dallas County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property"), to secure the payment of that one certain Promissory Note dated April 18, 2023, in the original principal amount of \$496,500.00, executed by Grantor and made payable to the order of Beneficiary (the "Note"); and

WHEREAS, Beneficiary is the current owner and holder of the Note and Deed of Trust; and

WHEREAS, default occurred under the terms of the Note and the Deed of Trust; and

WHEREAS, demand for payment of all amounts owed under the Note and the Deed of Trust was made, and all required notices have been given, including notice of intent to accelerate and notice of acceleration, all in accordance with the Note, the Deed of Trust and applicable law; and

WHEREAS, the indebtedness evidenced by the Note and secured by the Deed of Trust is now wholly due and payable; and

WHEREAS, the outstanding balance due under the Note and the Deed of Trust has not been paid; and

WHEREAS, Sam L. Susser, Trustee in the aforesaid Deed of Trust, was removed as Trustee, and the undersigned or Lee F. Christie or Michael L. Atchley or Jeremy L. Harmon or Jacob W. Varley or Jon M. Kelly or Dan A. White were appointed as Substitute Trustee in the place and stead of the said Sam L. Susser, said removal and appointment being in the manner authorized by the Deed of Trust; and

WHEREAS, Beneficiary, the current owner and holder of said indebtedness and the current lender and beneficiary under the Deed of Trust, has requested the undersigned or Lee F. Christie or Michael L. Atchley or Jeremy L. Harmon or Jacob W. Varley or Jon M. Kelly or Dan A. White, as acting Substitute Trustee, to sell the Property to satisfy the indebtedness.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **Tuesday, the 4th day of November, 2025**, between the hours of 10:00 A.M. and 4:00 P.M., the undersigned or Lee F. Christie or Michael L. Atchley or Jeremy L. Harmon or Jacob W. Varley or Jon M. Kelly or Dan

A. White will sell the Property at the George Allen Courts Building, 600 Commerce Street, Dallas, Texas 75202 on the north side of the building facing Commerce Street below the overhang or in the area designated by the Dallas County Commissioners Court, if different, to the highest bidder for cash, subject to the right of Beneficiary to have its bid credited to the Note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale. **Said sale will begin no earlier than 10:00 A.M. and no later than three hours after that time.**

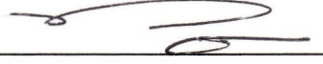
ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES, IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE-DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

The Sender of this notice and his contact information is as follows:

Matthew T. Taplett
Pope, Hardwicke, Christie, Schell, Kelly & Taplett, L.L.P.
500 W. 7th Street, Suite 600
Fort Worth, Texas 76102
817/332-3245

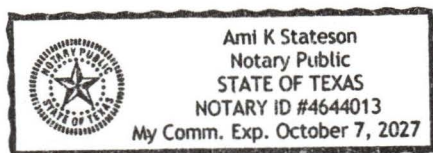
WITNESS MY HAND this 13th day of October, 2025.

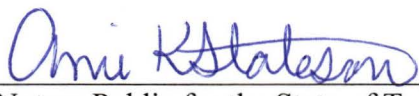
SUBSTITUTE TRUSTEE:


Matthew T. Taplett

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 13th day of October 2025, by Matthew T. Taplett, Substitute Trustee, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.




Notary Public for the State of Texas

**NAME, ADDRESS AND
TELEPHONE NUMBER OF
MORTGAGEE:**

Susser Bank
c/o Scott Nichols
3030 Matlock Road
Arlington, TX 76015
(817) 987-2177

**NAME, ADDRESS AND
TELEPHONE NUMBER OF
SUBSTITUTE TRUSTEE:**

Matthew T. Taplett
Lee F. Christie
Michael L. Atchley
Jeremy L. Harmon
Jacob W. Varley
Jon M. Kelly
Dan A. White
Pope, Hardwicke, Christie, Schell,
Kelly & Taplett, L.L.P.
500 W. 7th Street, Suite 600
Fort Worth, TX 76102
(817) 332-3245

EXHIBIT "A"

Being Lot 30R, in Block 2, of The Greens #3, an Addition to the City of Garland, Dallas County, Texas, according to the Map thereof recorded in Volume 89091, Page 3613, of the Map Records of Dallas County, Texas.

NOTICE OF FORECLOSURE SALE

Deed of Trust:

Dated: August 21, 2023
Grantor: PAULA ORTIZ
Trustee: Chris Ferguson, managing attorney of Jack O'Boyle and Associates, a professional limited liability company
Lender: Capital Fund I, LLC, an Arizona limited liability company
Loan Servicer: Capital Fund I, LLC, an Arizona limited liability company
Recorded: **Instrument #2023-202300169274**, recorded on August 22, 2023, in the official Real Property (Deed) Records of DALLAS COUNTY, Texas
Secures: **Promissory Note** ("Note") in the original principal amount of \$145,000.00, executed by PAULA ORTIZ ("Borrower") and payable to the order of Lender
Maturity Date: August 1, 2024

Legal Description:

LOT 18, BLOCK 4, EASTERN HILLS ESTATES THIRD INSTALLMENT, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO MAP OR PLAY THEREOF RECORDED IN VOLUME 26, PAGE(S) 139, OF THE MAP AND, OR PLAY RECORDS OF DALLAS COUNTY, TEXAS; and more commonly known as 1602 DAKOTA DR, GARLAND, TX 75043

FORECLOSURE SALE:

Date: **Tuesday, November 4, 2025**

Time: The sale of the Property will be held between the hours of **1:00 p.m. and 4:00 p.m.** local time; the earliest time at which the Foreclosure Sale will begin is **1:00 p.m.** and not later than three hours thereafter.

Place: ON THE NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG, OR IF THE PRECEDING AREA IS LONGER THE DESIGNATED AREA, AT THE AREA MOST RECENTLY DESIGNATED BY THE COUNTY 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 or Loan Servicer's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.



Substitute Trustee: **Bennett M. Wyse, Ted Gambordella**, 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, AND/OR Jeff Benton

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, or its Loan Servicer, 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, or Loan Servicer'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 or Loan Servicer passes the Foreclosure Sale, then 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, or Loan Servicer. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

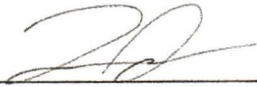
Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical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

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED
HEREIN TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT**

IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY, SUBSTITUTE TRUSTEE, OR OTHER AUTHORIZED AGENT OF THE MORTGAGEE OR LOAN SERVICER.

SUBSTITUTE TRUSTEE:

By: 
Ted Gambordella, Substitute Trustee
5910 N Central Expy, Suite 920
Dallas, Texas 75206
Tel. (214) 473-5551
Fax. (214) 540-9333
Tgambordella@prattaycock.com

NOTICE OF FORECLOSURE SALE

Deed of Trust:

Dated: September 19, 2022
Grantor: CELESTINE ANYANKA
Trustee: Chris Ferguson, managing attorney of Jack O'Boyle and Associates, a professional limited liability company
Lender: Capital Fund I, LLC, an Arizona limited liability company
Loan Servicer: Capital Fund I, LLC, an Arizona limited liability company
Recorded: **Instrument #2022-202200251817**, recorded on September 21, 2022, in the official Real Property (Deed) Records of DALLAS COUNTY, Texas
Secures: **Promissory Note** ("Note") in the original principal amount of \$352,000.00, executed by CELESTINE ANYANKA ("Borrower") and payable to the order of Lender
Maturity Date: September 1, 2023

Legal Description:

LOTS 9 AND 10, BLOCK 3, REGAL ESTATES NO. 3, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 81195, PAGE 2616, MAP RECORDS, DALLAS COUNTY, TEXAS, TOGETHER WITH CORRECTION OF ERRORS RECORDED IN VOLUME 82201, PAGE 1841 AND IN VOLUME 82232, PAGE 1929 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS; and more commonly known as 3944 and 3946 Queens Ct, Garland Texas 75043

FORECLOSURE SALE:

Date: **Tuesday, November 4, 2025**

Time: The sale of the Property will be held between the hours of **1:00 p.m. and 4:00 p.m.** local time; the earliest time at which the Foreclosure Sale will begin is **1:00 p.m.** and not later than three hours thereafter.

Place: 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

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 or Loan Servicer's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Substitute Trustee: Bennett M. Wyse, Ted Gambordella, 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

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, or its Loan Servicer, 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, or Loan Servicer'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 or Loan Servicer passes the Foreclosure Sale, then 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.

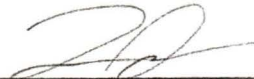
The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain 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, or Loan Servicer. 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.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED HEREIN TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY, SUBSTITUTE TRUSTEE, OR OTHER AUTHORIZED AGENT OF THE MORTGAGEE OR LOAN SERVICER.

SUBSTITUTE TRUSTEE:

By: 
Ted Gambordella, Substitute Trustee
5910 N Central Expy, Suite 920
Dallas, Texas 75206
Tel. (214) 473-5551
Fax. (214) 540-9333
Tgambordella@prattaycock.com

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on the 26th day of October, 2022, TC Mass Properties LLC Series E 1805 Arrow Lane (the "Grantor"), executed a Deed of Trust conveying to Scott R. Valby, Trustee, the Property hereinafter described, to secure Cairn Lending, LLC in payment of the indebtedness therein described, said Deed of Trust was duly recorded in the Official Public Records of Real Property of Dallas County, Texas; and

WHEREAS, Cairn Lending, LLC is the owner and holder of the Note and has appointed the undersigned as Substitute Trustee under the Deed of Trust in the manner authorized by the Deed of Trust; 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 the Property to satisfy said indebtedness;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, the 4th day of November, 2025, between the hours of 11:00 A.M. and 2:00 P.M., I will sell the Property to the highest bidder for cash, at the North Side of the George Allen Courts Building Facing Commerce Street below the overhang or where the Commissioners Court has designated such sales to take place. The courthouse is located at 600 Commerce Street, Dallas, Texas 75202.

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

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 send of this notice immediately.

Said Property is described as follows:

1. BEING LOT 2 IN BLOCK 8 OF WILLIAMS ESTATES, THIRD INSTALLMENT, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 19, PAGE 315, MAP RECORDS, DALLAS COUNTY, TEXAS.
2. ALL INTEREST OF GRANTOR IN AND TO THE IMPROVEMENTS NOW OR HEREAFTER ERECTED ON THE PROPERTY AS MORE SPECIFICALLY SET FORTH IN THE ABOVE REFERENCED DEED OF TRUST.

Witness my hand this the 14 day of October, 2025.

ADDRESS OF SUBSTITUTE TRUSTEE:
Foreclosure Services, LLC
8101 Boat Club Road, Suite 320
Fort Worth, Texas 76179

Return to:
Cairn Lending
1305 Riverview Dr
Arlington, TX 76012

By: 
David Garvin, Substitute Trustee

FILED
DALLAS COUNTY
COUNTY CLERK
JOHN F. WARREN

2025 OCT 14 PM 3:05

FILED

SN Construction, LLC, a Texas Limited Liability Company, Noteholder
August REI, LLC, Loan Servicing Company
Ghrist Law Firm PLLC (hereinafter "Attorney")

FILED
2025 OCT 14 PM 3:02
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

Roberto C. Cutz, Arturo I. Cutz
Dulce Maria Hernandez
416 Perdido Drive Garland, TX 75043
Sent via first class mail and CMRR # 9489 0178 9280 3039 9585 07 on 10.14.2025

NOTICE OF TRUSTEE'S SALE

WHEREAS Roberto C. Cutz, Arturo I. Cutz and Dulce Maria Hernandez 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 202000208162, 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. Date, Place, and Time of Sale:

Date: Tuesday, the 4th day of November, 2025

Time: The sale shall begin no earlier than 10:00 A.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 6, Block 1, LA PRADA NO. 1, an Addition to the City of Garland, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 74013, Page 603, map and Plat Records of Dallas County, Texas. Commonly known as: 416 Perdido Drive, Garland, TX 75043. Commonly known as: 416 Perdido Drive, Garland, TX 75043.

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.

GHRIST LAW FIRM PLLC



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