

NOTICE OF FORECLOSURE SALE

Deed of Trust:

Dated: January 31, 2025
Grantor: BARSTOW MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY
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 #202500030410**, recorded on February 13, 2025, in the official Real Property (Deed) Records of DALLAS COUNTY, Texas
Secures: **Promissory Note** ("Note") in the original principal amount of \$125,000.00, executed by BARSTOW MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY ("Borrower") and payable to the order of Lender
Maturity Date: January 1, 2026

Legal Description:

LOT 39, BLOCK 2, OF TOWNE LAKE, PHASE III, AN ADDITION TO THE CITY OF IRVING, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 84251, PAGE 3339, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS; and more commonly known as 816 CREST RIDGE DR, IRVING, TX 75061

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, 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.

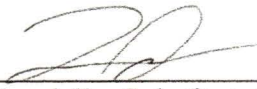
Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical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

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

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WHEREAS, Pasmaa Theater, LLC and Pasmaa Theater Investment, LLC (the "Grantors"), executed a Deed of Trust with Security Agreement and Assignment of Rents dated May 30, 2018 and recorded on or about June 1 2018 in the Official Public Records of Real Property of Dallas County, Texas (the "Records") under Clerk's File No. 201800143525 (together with all other extensions, modifications, and renewals, referred to hereinafter as the "Deed of Trust").

WHEREAS, the Grantors, pursuant to the Deed of Trust, conveyed to Thomas K. Wilds (the "Original Trustee") for the benefit of Cadence Bank, the successor by merger to BancorpSouth Bank, and its successors and assigns (the "Beneficiary"), all of the real property, personal property, and all other premises described and referred to in the Deed of Trust (the "Mortgaged Property"), including the following described real property, together with all buildings, structures, and other improvements, located in Dallas County, Texas:

Tract 1:

Lot 1R, Block A of MACARTHUR MARKET PLACE, REVISED, A REPLAT OF LOT 1, BLOCK A, an addition to the City of Irving, Dallas County, Texas, according to the plat map thereof recorded in Volume 2000111, Page 622, Map Records, Dallas County, Texas.

Tract 2: (Easement Estate)

Easement Estate as created in Easements with Covenants and Restrictions Affecting Land dated April 28, 1999, by and between JDN Development Investment L.P., a Georgia limited partnership and Wal-Mart Real Estate Business Trust, a Delaware business trust, filed April 30, 1999, recorded in Volume 99084, Page 7143, Deed Records, Dallas County, Texas and as affected by instrument recorded under Clerk's File No. 201700358369, Real Property Records, Dallas County, Texas.

Tract 3: (Easement Estate)

Easement Estate as created in Reciprocal Easement and Restrictive Covenant Agreement dated August 28, 2017, by and between BRE DDR MACARTHUR MARKETPLACE, LLC, a Delaware limited liability company and Forest Hill Lodging, Inc., a Texas corporation, filed August 29, 2017, recorded under Clerk's File No. 201700245160, Real Property Records, Dallas County, Texas and as affected by Instrument recorded under Clerk's File No. 201700358368, Real Property Records, Dallas County, Texas.



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WHEREAS, the Deed of Trust secures payment of that certain Promissory Note dated May 30, 2018, executed by Grantors, as the Borrowers, and payable to the order of Beneficiary, in the original principal sum of SIX MILLION EIGHT HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$6,825,000.00) (collectively and together with all other extensions, modifications, and renewals, referred to hereinafter as the "Note");

WHEREAS, Beneficiary is the current legal owner and holder of the Deed of Trust and the indebtedness secured by the Deed of Trust (the "Indebtedness"), and at the option of the Beneficiary, with or without any reason, one or more successor substitute trustee(s) may be appointed by Beneficiary without any formality other than a designation in writing of a successor or substitute trustee, who shall thereupon become vested with an succeed to all the powers and duties given to the Original Trustee named under the Deed of Trust and by applicable law, the same as if the successor or substitute trustee had been named original Trustee in the Deed of Trust;

WHEREAS, the Beneficiary has named, constituted and appointed in writing Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Guy Wiggs, David Stockman, Brenda Wiggs, Donna Stockman, Kathy Arrington, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Angela Cooper, Angela Brown, and/or Jeff Benton, as Substitute Trustees, each with the power to act independently (and without the joinder of the others) under and by virtue of the Deed of Trust and to hold possess and execute all the powers and duties conferred upon the Original Trustee in the Deed of Trust and by applicable law;

WHEREAS, the Borrowers have defaulted in the payment of the Indebtedness, notice has been given to the Grantors by certified mail, return receipt requested, stating that Grantors are in default, and the Grantors were given an opportunity to cure the default prior to acceleration of the Indebtedness, but the default has not been cured;

WHEREAS, the proceeds of the Note were used for commercial purposes, and the Mortgaged Property was not to be used by the Grantors for residential purposes;

WHEREAS, the Beneficiary has called upon and requested either or any of Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Guy Wiggs, David Stockman, Brenda Wiggs, Donna Stockman, Kathy Arrington, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Angela Cooper, Angela Brown, and/or Jeff Benton, as Substitute Trustees, to perform the Trustee's duties under the Deed of Trust and to post, mail and file, or have posted, mailed, and filed, notice and to sell the Mortgaged Property without prejudice and without creating an election not to proceed against any other collateral securing the obligations of the Grantors to the Beneficiary, and without waiving any rights or remedies which the Beneficiary has against the Grantors or any other parties obligated for payment of the Indebtedness;

NOW, THEREFORE, the undersigned Substitute Trustee, at the request of the Beneficiary, hereby gives notice that after due posting of this Notice as required by the Deed of Trust and law, a Substitute Trustee will sell on **November 4, 2025** (that being the

first Tuesday of said month, as provided for in Texas Property Code Sec. 51.002) 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, the sale to begin no earlier than 1:00 o'clock p.m. and no later than three (3) hours after such time, the Mortgaged Property, including without limitation, all personal property described in the Deed of Trust, owned by the Grantors, Grantors' heirs, legal representatives, successors and assigns, and originally covered by the Deed of Trust, whether or not herein specifically described.

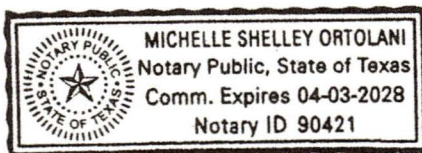
THE SALE OF THE PROPERTY IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE SUBSTITUTE TRUSTEE OR HOLDERS OF SAID INDEBTEDNESS, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. NEITHER THE HOLDER NOR THE TRUSTEE OR SUBSTITUTE TRUSTEE MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE 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 ARE EXPRESSLY WAIVED BY PURCHASER(S).

WITNESS BY HAND this 14th day of October, 2025.

Carol Dunmon
Carol Dunmon Substitute Trustee

STATE OF TEXAS §
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COUNTY OF DALLAS §

This document was acknowledged before me on the 14th day of October, 2025, by Carol Dunmon, Substitute Trustee.



M. Ortolani
Notary Public, State of Texas

Name and Address of Substitute Trustees:

Shelley Ortolani
Foreclosure Network of Texas
10406 Rockley Road
Houston, Texas 77009

Mary Mancuso
Foreclosure Network of Texas
10406 Rockley Road
Houston, Texas 77009

Michele Hreha
Foreclosure Network of Texas
10406 Rockley Road
Houston, Texas 77009

Francesca Ortolani
Foreclosure Network of Texas
10406 Rockley Road
Houston, Texas 77009

Guy Wiggs
Foreclosure Network of Texas
10406 Rockley Road
Houston, Texas 77009

David Stockman
Foreclosure Network of Texas
10406 Rockley Road
Houston, Texas 77009

Brenda Wiggs
Foreclosure Network of Texas
10406 Rockley Road
Houston, Texas 77009

Donna Stockman
Foreclosure Network of Texas
10406 Rockley Road
Houston, Texas 77009

Jeff Benton
Foreclosure Network of Texas
10406 Rockley Road
Houston, Texas 77009

Janet Pinder
Foreclosure Network of Texas
10406 Rockley Road
Houston, Texas 77009

Brandy Bacon
Foreclosure Network of Texas
10406 Rockley Road
Houston, Texas 77009

Michelle Schwartz
Foreclosure Network of Texas
10406 Rockley Road
Houston, Texas 77009

Jamie Dworsky
Foreclosure Network of Texas
10406 Rockley Road
Houston, Texas 77009

Angela Brown
Foreclosure Network of Texas
10406 Rockley Road
Houston, Texas 77009

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NOTICE OF SUBSTITUTE TRUSTEE'S SALE

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STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

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JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

BY _____ DEPUTY

WHEREAS, by Deed of Trust dated January 11, 2023, recorded in the Official Public Records of Dallas County, Texas under Document No. 2023-202300009725 (the "Deed of Trust"), Muraare, LLC (the "Borrower") conveyed to Lyndon Thomas, as Trustee (the "Trustee"), the property situated in Dallas County, Texas, together with all buildings, fixtures and improvements, more particularly described as follows, to wit:

**LOT 2, BLOCK A, ANTINO ADDITION, AN ADDITION TO
THE CITY OF IRVING, DALLAS COUNTY, TEXAS,
ACCORDING TO THE MAP OR PLAT THEREOF,
RECORDED IN VOLUME 97242, PAGE 8, MAP RECORDS,
DALLAS COUNTY, TEXAS.**

WHEREAS, the Property secures that one certain Promissory Note therein described in the original principal amount of \$1,790,000.00 (the "Indebtedness"), executed by Muraare, LLC and made payable to American Nation Bank (the "Lender"); and

WHEREAS, the undersigned has been appointed as Substitute Trustee in the place and instead of Lyndon Thomas, Trustee in the Deed of Trust, said appointment being in the manner authorized by the Deed of Trust; and

WHEREAS, default has occurred under the terms of the Indebtedness secured by the Deed of Trust, the Indebtedness is now wholly due, and the owner and holder of the Indebtedness has requested the undersigned to sell the Property to satisfy same.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, November 4, 2025 (that being the first Tuesday of said month), at 11:00 am, (or not later than three (3) hours thereafter), I will sell the Property at public auction to the highest bidder, or bidders, at the area outside on the north side of the George Allen Courts Building facing Commerce Street below overhang; located at 600 Commerce Street, Dallas, Texas 75202, said location having been designated by the County Commissioners (the "Commissioners") of Dallas County, Texas (or such other location as may be designated by the Commissioners after the sending of this Notice and before the time of the sale). I will make due conveyance of the Property to the purchaser or purchasers by general warranty deed binding the mortgagor, its successors, and assigns. The Lender may cause the sale to be canceled or adjourned from time to time without further notice.

The Property will be sold to the highest bidder, subject to the reservations hereinafter stated. Unless the Lender is the highest bidder and thus the purchaser at the sale, the purchase price must be paid in cash or other immediately available funds satisfactory to the undersigned at the conclusion of the sale. The undersigned will not be liable for any finder's fees or commissions in connection with the sale.

The Lender shall have the right to bid for and purchase the Property at the sale. If the Lender is the highest bidder and thus the purchaser of the Property, it will credit the net proceeds of the sale (after deduction of all sale expenses and other sums properly charged against the sale proceeds) against the unpaid balance of the Indebtedness.

The Property shall be sold for cash, except that Lender's bid may be by credit against the Indebtedness.

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. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER THE LENDER 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 ARE EXPRESSLY WAIVED BY PURCHASER.

ACTIVE MILITARY SERVICE NOTICE

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.

EXECUTED on the 14th day of October 2025.



TRESSIE E. MCKEON
WILLIAM B. MUNSON
PETER K. MUNSON
PRINCESS D. BROWN

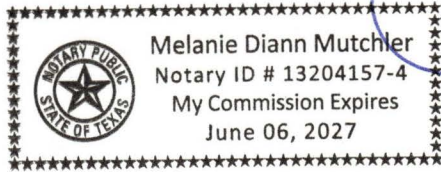
Substitute Trustees under the Deed of Trust
123 South Travis Street
Sherman, Texas 75090
Tel. (903) 893-8161

STATE OF TEXAS

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COUNTY OF GRAYSON

This instrument was acknowledged before me this the 14th day of October 2025, by Tressie E. McKeon, as Substitute Trustee under the Deed of Trust.



Melanie Diann Mutchler

Notary Public, State of Texas