

Notice is hereby given of a public nonjudicial foreclosure sale.

2025 SEP 12 PM 3: 22

1. <u>Property To Be Sold</u>. The property to be sold is described as follows: COUNTY CLERK

JOHN F. WARREN

ows: COUNTY CLERK

DALLAS COUNTY

Lot 17, Block 5, of Country Club Meadows, an addition to the City-of-Garland Texas according to the map thereof recorded in Volume 77134, Page 820, Map Records, Dallas County, Texas.

2. <u>Date, Time, and Place of Sale</u>. The sale is scheduled to be held at the following date,

time, and place:

Date: Tuesday, October 7, 2025

Time: The sale shall begin no earlier than 1:00 p.m. or no later than three hours

thereafter. The sale shall be completed no later than 1:00 p.m.

Place: The area of the North Side of the George Allen Courts Building in Dallas, Texas,

or as designated by the Commissioner's Court pursuant to Section 51.002 of the

Texas Property Code as a place where foreclosure sales are to take place.

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. Such reposting or

refiling may be after the date originally scheduled for this sale.

3. <u>Terms of Sale</u>. 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.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on

the date the property is sold.

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.

Pursuant to the Deed of Trust, the beneficiary has the right to direct the trustee or substitute trustee to sell the property in one or more parcels and/or sell all or only part of the property.

Pursuant to 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 condition of the property.

Pursuant to the Texas Property Code, the trustee or substitute 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 sale.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.) and state law, including section 51.015 Texas Property Code. 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.

4. Type of Sale. The sale is a nonjudicial Deed of Trust lien foreclosure sale being

conducted pursuant to the power of sale granted by that one certain Deed of Trust, Security Agreement,

Financing Statement, Fixture Filing, Assignment of Rents executed by 304 Willow Creek, LLC, dated

March 28, 2023 and recorded in Document Number 202300065088 of the Official Public Records of

Denton County, Texas.

Obligations Secured. The Deed of Trust provides that it secures the payment of the 5.

indebtedness and obligations therein described in the original principal amount of \$1,096,800.00

executed by 304 Willow Creek, LLC and Silver Leaf Assisted Living, LLC payable to the order of

Legend Bank, N.A. (collectively the "Obligation"). JTS Capital RE 4 LLC is the current owner and

holder of the Obligation and is the beneficiary under the Deed of Trust.

6. <u>Default and Request To Act</u>. Default has occurred under the Deed of Trust, and the

beneficiary has requested me, as trustee, to conduct this sale. Notice is given that before the sale the

beneficiary may appoint another person substitute trustee to conduct the sale.

DATED:

September _ 9_, 2025.

July. Vonder Wounde

Substitute Trustee

Haley & Olson, P.C.

100 N. Ritchie Road, Suite 200

Waco, Texas 76712

Telephone:

(254) 776-3336

Facsimile:

(254) 776-6823

Email: rick.vanderwoude@halevolson.com

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

	NOTICE OF	SUBSTITUTE TRUSTEE'S SALE	2025 SEP 12	AM 11:29
STATE OF TEXAS	§		JOHN F.	
	§ .		CUUNTY	OFERK
COUNTY OF DALLAS	Ş		DALLAS	COUNTY ,
			01	FERMITY"

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, October 7, 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. OUASI-STATUTORY OR OTHERWISE, ANY WARRANTY 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 1 day of September, 2025.

Law L. Wordin

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

Deed of Trust:

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Dated:

June 21, 2022

Grantor:

ROHAN CHANG AND ROBYN CHANG

Trustee:

Chris Ferguson, managing attorney of Jack O'Boyle and Associates,

a professional limited liability company

Lender:

Recorded:

Capital Fund I, LLC, an Arizona limited liability company Capital Fund I, LLC, an Arizona limited liability company

Loan Servicer:

Instrument #202200173375, recorded on June 23, 2022, in the

official Real Property (Deed) Records of DALLAS COUNTY,

Texas

Secures:

Promissory Note ("Note") in the original principal amount of

\$502,000.00, executed by ROHAN CHANG AND ROBYN CHANG ("Borrower") and payable to the order of Lender

Maturity Date:

June 1, 2023

Legal Description:

Lot 17, Block 4, Firewheel Farms, an addition to the City of Garland, Dallas County, Texas, according to the Map thereof recorded in Volume 85161, Page 2477, of the Map Records of Dallas County, Texas. Together with Certificate of Correction filed September 18, 1985, recorded in Volume 85183, Page 3040, Deed Records, Dallas County, Texas; and more commonly known

as 909 Sunningdale Cir, Garland, Texas 75044

FORECLOSURE SALE:

Date:

Tuesday, October 7, 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

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



NOTICE OF FORECLOSURE SALE

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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

2025 SEP 15 PM 1: 07

STATE OF TEXAS	§	JOYNE WARREN
	§	KNOW ALL MEN BY THESE PRESENTS
COUNTY OF DALLAS	§	BY

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 <u>Texas Property Code</u>.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, October 7, 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 September **15**, 2025.

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

SUBSTITUTE TRUSTEE:

)/cellut

STATE OF TEXAS

§ 8

RICHARD WHITE, in the capacity therein stated.

COUNTY OF DALLAS

This instrument was ACKNOWLEDGED before me on September 15, 2025, by J.

[SEAL]

My Commission Expires:

Dawn all

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.
- 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.
- 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 I 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 FORECLOSURE SALE

Deed of Trust:

Dated:

June 6, 2023

Grantor:

GREENTREE CAPITAL INVESTMENT 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 #2023-202300115058, recorded on June 12, 2023, in

the official Real Property (Deed) Records of DALLAS COUNTY.

Secures:

Promissory Note ("Note") in the original principal amount of \$275,220.00. executed bv GREENTREE **CAPITAL** INVESTMENT LLC, A TEXAS LIMITED LIABILITY

COMPANY ("Borrower") and payable to the order of Lender

Maturity Date:

June 1, 2024

Legal Description:

LOT 11, BLOCK 1, OF COUNTRY CLUB PARK ESTATES NO. 2, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 77131, PAGE 22, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS; and more commonly known as 2714 Country Valley Rd, Garland

Texas 75043

FORECLOSURE SALE:



Tuesday, October 7, 2025

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.

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





PAGE 1 OF 3

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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

Ç.

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

Notice Concerning Military Duty: 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. Tex. Prop. Code § 51.002(i)

Deed of Trust Date: February 10, 2006	Original Mortgagor/Grantor: LING-YAIIN LIOU
Original Beneficiary / Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR THE LENDING PARTNERS, LTD. ITS SUCCESSORS AND ASSIGNS	Current Beneficiary / Mortgagee: SELECT PORTFOLIO SERVICING, INC.
Recorded in: Volume: N/A Page: N/A Instrument No: 200600063705	Property County: DALLAS
Mortgage Servicer: Select Portfolio Servicing	Mortgage Servicer's Address: 3217 S. Decker Lake- Dr. Salt Lake City, Utah 84119

^{*} 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.

Secures: Note in the original principal amount of \$38,000.00, executed by LING YAIIN LIO, DATED NOVEMBER 28, 2017 and payable to the order of Lender.

Property Address/Mailing Address: 4464 CHAHA ROAD 204, GARLAND, TX 75043

Legal Description of Property to be Sold: BEING UNIT NO. 204, IN BUILDING N, AND ITS APPURTENANT UNDIVIDED INTEREST IN AND TO THE GENERAL AND LIMITED COMMON ELEMENTS OF FAULKNER POINT CONDOMINIUM, A CONDOMINIUM REGIME SITUATED IN THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE DECLARATION AND MASTER DEED RECORDED IN VOLUME 80172, PAGE 3996, CONDOMINIUM RECORDS, DALLAS COUNTY, TEXAS; REIFIED AND RECORDED IN VOLUME 80178, PAGE 2354, CONDOMINIUM RECORDS, DALLAS COUNTY, TEXAS; SUPPLEMENTAL DECLARATION RECORDED IN VOLUME 80241, PAGE 673, CONDOMINIUM RECORDS, DALLAS COUNTY, TEXAS; SUPPLEMENTAL DECLARATION RECORDED IN VOLUME 81073, PAGE 1301, CONDOMINIUM RECORDS, DALLAS COUNTY, TEXAS; AMENDMENT AND SUPPLEMENTAL DECLARATION OF ANNEXATION AND AMENDMENT RECORDED IN VOLUME 81075, PAGE 2571, CONDOMINIUM RECORDS, DALLAS COUNTY, TEXAS; SUPPLEMENTAL DECLARATION RECORDED IN VOLUME 81149, PAGE 2074, CONDOMINIUM RECORDS, DALLAS COUNTY, TEXAS; AND SUPPLEMENTAL DECLARATION RECORDED IN VOLUME 81210, PAGE 2406, CONDOMINIUM RECORDS, DALLAS COUNTY, TEXAS..

The state of the s	
Date of Sale: October 7, 2025	Earliest time Sale will begin: 10am
Bute of Bute. Second 7, 2025	Barnese time bare win begin. Tour

Place of sale of Property: NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE





The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

Appointment of Substitute Trustee: Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust, the same is now wholly due. Because of that default, "SELECT PORTFOLIO SERVICING, INC.", , the owner and holder of the Note, has requested Tejas Corporate Services, LLC whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, to sell the property. The Trustee(s) has/have been appointed Substitute Trustee in the place of the original trustee, in the manner authorized by the deed of trust.

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 "SELECT PORTFOLIO SERVICING, INC.", bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

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, Tejas Corporate Services, LLC whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, 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 Tejas Corporate Services, LLC whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, Trustee.

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

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.

/s/Joseph Vacek
Joseph Vacek
Attorney for Select Portfolio Servicing, Inc.
State Bar No.: 24038848
jvacek@raslg.com
Robertson, Anschutz, Schneid, Crane & Partners,
PLLC / Attorney for Mortgagee
5601 Executive Dr, Suite 400
Irving, TX 75038
Telephone: 817-873-3080

Facsimile: (817)796-6079

Notice of Substitute Trustee's Sale

Notice is hereby given that a public sale at auction of the Property (as the term is defined and described below) will be held at the date, time and place specified in this notice.

Certain Terms and Information

Date of Sale:

Tuesday, October 7, 2025.

Time of Sale:

The earliest time at which the sale shall occur is 10:00 a.m. to 1:00 pm or

1:00 pm to 4:00 pm, Texas time.

The sale shall begin at that time or not later than three hours after that

time.

Place of Sale:

Outside the George Allen, Jr. Dallas County Courthouse, at 600 Commerce, Dallas, Texas or IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF

THE TEXAS PROPERTY CODE.

Information Regarding the Deed of Trust Lien That Is the Subject of this sales

Name of Document:

Deed of Trust (Wraparound Financing)

Date:

May 21, 2021

Grantor:

CAROLYN DENISE DEVEREAUX

Beneficiary:

Caladium Trust

Trustee:

PAUL MUNDHEIM, TRUSTEE

MICHAEL W. EATON, SUBSTITUTE TRUSTEE

Recording Information:

Document Number 20240168219 of Official Records of Dallas

County, Texas dated September 13, 2024

Property Description:

That certain Property commonly known as 2901 Caladium Ct, Garland, TX 75040, and more specifically described as: Lot 28, Block 3, of Villages of Valley Creek No.5, an Addition to the City of Garland, Dallas County, Texas, according to the Plat thereof recorded in Volume 88131, Page 6417, of the Map Records of Dallas County, Texas.

Indebtedness Secured:

Name of Document: Promissory Note

Date: May 21, 2021

Face Amount: \$205,000.00

Maker/s: CAROLYN DENISE DEVEREAUX

Lender: CALADIUM TRUST

Current Owner and Holder of Note: CALADIUM TRUST

Postponement Rights

The Deed of Trust permits the Lender to postpone, withdraw or reschedule the sale for another day. In that case, the Trustee, or, if appropriate, the 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 requirement of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

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 Lender thereunder to have the bid credited 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 his, her, its or their ability to pay cash on the day the Property is sold.

The sale will be made expressly subject to any liens, security interests, encumbrances and other title matters set for in the Deed of Trust, so prospective bidders are reminded that by law the sale will necessarily be made subject to all liens, security interests, encumbrances and other prior matters of record affecting the Property, if any to the extent that they remain in full force and effect and have not been subordinated to the Deed of Trust.

The sale shall not cover any 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.

Pursuant to the Deed of Trust, the Current Owner and Holder of the Note has the right to direct the Trustee, or, if appropriate, the Substitute 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 its "as is, and 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, or if appropriate, Substitute 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 if appropriate Substitute Trustee.

Type of Sale

The sale is a nonjudicial 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 Grantor.

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.

Default in Indebtedness Secured

Default has occurred in the payment of the Indebtedness Secured by the Deed of Trust and in the performance of the covenants, agreements and conditions set forth in the Deed of Trust. The maturity of the Indebtedness Secured by the Deed of Trust has been accelerated and such Indebtedness Secured is now wholly due and payable.

Request to Act and Conduct Sale

Therefore, at the date, time and place set forth above, the undersigned, as Trustee, will sell the Property to the highest bidder pursuant to the terms of the Deed of Trust.

Questions concerning the sale may be directed to the undersigned at 11816 Inwood Road #1267 Dallas, TX 75244.

Notice is also given that before the sale the Lender may appoint another person as Trustee to conduct the 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, 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 Substitute Trustee has signed this notice as of September 14, 2025.

VIICHAEL W. EATON

Substitute Trustee

STATE OF TEXAS

§

COUNTY OF DENTON

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This instrument was ACKNOWLEDGED before me on September 14, 2025, by MICHAEL W. EATON, in the capacity therein stated.

Notary Public in and for the State of Texas



CERTIFICATE OF POSTING

My name is Michael Eaton, and my office address is 11816 Inwood Road, Suite 1267, Dallas, TX 75244. I declare under the penalty of perjury that on September 14, 2025 I filed at the Office of Dallas County Clerk and caused to be posted at the Dallas County courthouse this notice of sale.

Declarant's name: Michael Eaton

Date: September 14, 2025



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2025 SEP 15 AM 10:31

5237 DAYTONA DR GARLAND, TX 75043 JOHM F. WARREN COUNTY CLERK DALLAS COUNTY

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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:

October 07, 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 April 04, 2023 and recorded in Document INSTRUMENT NO. 2023 202300074249 real property records of DALLAS County, Texas, with HELAINE O NEWMAN, MICHAEL S. NOEL, grantor(s) and BANK OF AMERICA, NA, NATIONAL BANKING ASSOCIATION, mortgagee.
- 4. **Obligations** Secured. Deed of Trust or Contract Lien executed by HELAINE O NEWMAN, MICHAEL S. NOEL, securing the payment of the indebtednesses in the original principal amount of \$210,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. BANK OF AMERICA, N.A. 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. BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP 7105 CORPORATE DRIVE PLANO, TX 75024



5237 DAYTONA DR GARLAND, TX 75043

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 herby remove the original trustee and all successor substitute trustees and appoints in their steed JOHN BEAZLEY, LOGAN THOMAS, PHILLIP PIERCEALL, TERRY WATERS, DOUGLAS RODGERS, CLAY GOLDEN, BRUCE MILLER, RAMIRO CUEVAS, CARY CORENBLUM, MATTHEW HANSEN, JOSHUA SANDERS, AUCTION.COM, MICHELLE SCHWARTZ, GUY WIGGS, DAVID STOCKMAN, DONNA STOCKMAN, KATHY ARRINGTON, JANET PINDER, BRANDY BACON, JAMIE DWORSKY, STOCKMAN FORECLOSURE SERVICES INC., ROBERT FORSTER, JEFFREY 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.

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Israel Saucedo

Certificate of Posting

My name is Donna Stockman Addison, Texas 75001-4320. I declare under penal	ty of periur	•		 4004 I		Suite 10
of the DALLAS County Clerk and caused to be posted at t				of sale.	 . Inca a	
Oomna Stodeman					,	
Declarants Name: Donna Stockman			•			
Date: 9/15/25	<u> </u>		,			

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DALLAS

EXHIBIT "A"

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN DALLAS COUNTY AND STATE OF TEXAS, TO-WIT:

BEING LOT 9, BLOCK A OF SOUTHLAKE BEACH, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 72034, PAGE 947, MAP RECORDS, DALLAS COUNTY, TEXAS.



2025 SEP 15 AM 10: 31

4017 CLEARWOOD DR GARLAND, TX 75044 JOHN F. WARREN COUNTY CLERK BALLAS COUNTY

00000010149706

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:

October 07, 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 October 08, 2013 and recorded in Document INSTRUMENT NO. 201300333009 real property records of DALLAS County, Texas, with MANSHIP SMITH, JR., AN UNMARRIED MAN, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE, mortgagee.
- 4. **Obligations Secured.** Deed of Trust or Contract Lien executed by MANSHIP SMITH, JR., AN UNMARRIED MAN, securing the payment of the indebtednesses in the original principal amount of \$97,275.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC F/K/A QUICKEN LOANS 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. ROCKET MORTGAGE, LLC, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o ROCKET MORTGAGE, LLC 635 WOODWARD AVE. DETROIT, MI 48226 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 herby remove the original trustee and all successor substitute trustees and appoints in their steed JOHN BEAZLEY, LOGAN THOMAS, PHILLIP PIERCEALL, TERRY WATERS, DOUGLAS RODGERS, CLAY GOLDEN, BRUCE MILLER, RAMIRO CUEVAS, CARY CORENBLUM, MATTHEW HANSEN, JOSHUA SANDERS, AUCTION.COM, MICHELLE SCHWARTZ, GUY WIGGS, DAVID STOCKMAN, DONNA STOCKMAN, KATHY ARRINGTON, JANET PINDER, BRANDY BACON, JAMIE DWORSKY, STOCKMAN FORECLOSURE SERVICES INC., ROBERT FORSTER, JEFFREY 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.

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Israel Saucedo

Certificate of Posting

My name is Donna Stockman	and my	address	is	c/o	4004	Belt	Line	Road,	Suite	e 100
Addison, Texas 75001-4320. I declare under penalty of perjury	that on	9/15/25	; 				I	filed a	at the	offic
of the DALLAS County Clerk and caused to be posted at the DALLAS C				otice	e of sal	e.				
·										
(Donna Stockman										
Declarants Name: Donna Stockman										
Date: 9/15/25										

00000010149706

DALLAS

EXHIBIT "A"

BEING LOT 14 IN BLOCK 4 IN ARAPAHO EAST NO. 4, AN ADDITION TO THE CITY OF GARLAND, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 74006, PAGE 003, MAP RECORDS OF DALLAS COUNTY, TEXAS.

COMMONLY KNOWN AS: 4017 CLEARWOOD DR, GARLAND, TX 75044

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENT

COUNTY OF DALLAS

WHEREAS, by Deed of Trust, dated FEBRUARY 21, 2023, filed for record with the County Clerk of DALLAS County, Texas, File #202300048232 of the Deed Records of DALLAS County, Texas, executed by EMINENCE PROPERTY GROUP, LLC, to CHARLES C. GUMM, III or CARRIE WAIBEL, as Trustee, Lender for FIRST FUNDING INVESTMENTS, INC., the property situated in the County of DALLAS, Texas, to wit:

BEING LOT THIRTY-TWO (32), OF MARYLAND SUBDIVISION, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 11, PAGE 129, MAP RECORDS OF DALLAS COUNTY, TEXAS. aka: 136 W Avenue F, Garland, TX 75040.

(herein the "Property") to secure the one certain Promissory Note therein described in the original principal amount of \$175,000.00 executed by EMINENCE PROPERTY GROUP, LLC, and made payable to First Funding Investments, Inc.

WHEREAS the undersigned has been appointed as Substitute Trustee in the place and stead of DAVID GARVIN, JEFF BENTON, BRANDY BACON, MICHELLE SCHWARTZ, GUY WIGGS, DAVID STOCKMAN, DONNA STOCKMAN, JANET PINDER, JAMIE DWORSKY, ANGELA COOPER OR KELLY GODDARD, as Substitute Trustee, in the aforesaid 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 Note secured by the Deed of Trust, and the indebtedness evidenced herein is now wholly due, the owner and holder of said indebtedness has requested the undersigned to sell the property to satisfy the same.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on TUESDAY, 7th day of OCTOBER, 2025, being the first Tuesday of such month, at the county courthouse of DALLAS County, Texas, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash; provided that the owner of the indebtedness secured by the Deed of Trust may bid a credit against such indebtedness.

136 W Avenue F., Garland, TX 75040 Page 1|2 The sale will take place at the **DALLAS County Courthouse**, or in the area designated by the Commissioners Court of such County, pursuant to 51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if no such place is so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted).

NOTICE IS FURTHER GIVEN that the foreclosure sales will occur between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. I will sell said real estate at the area of the County Courthouse in **DALLAS** County for such sales, to the highest bidder for cash. Said sales will begin at 11:00 o'clock A.M., or not later than three (3) hours thereafter.

"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."

WITNESS MY HAND this 12th day of SEPTEMBER 2025.

Anna Ja

David Garvin, Jeff Benton, Brandy Bacon, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Jamie Dworsky, Angela Cooper or Kelly Goddard as Substitute Trustee

FOR INFORMATION CONTACT: 8101 BOAT CLUB ROAD, STE 320 FORT WORTH, TX 76179



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.

NOTICE OF TRUSTEE'S SALE

Notice is hereby given that on Tuesday, the 7th day of October 2025; the undersigned will conduct a Trustee's Sale under the terms of the Deed of Trust described below. Such interests in the following described property as are secured by the Deed of Trust herein described will be sold at public auction to the highest bidder for cash. The sale will be conducted with the understanding that the trustee is acting in a representative capacity, and not individually, and that the trustee shall have no personal liability by reason of any matter arising out of such sale. The earliest time the sale will begin is 10:00 o'clock, A.M., but the sale may begin not later than three (3) hours after that time. The sale will take place at the county courthouse of Dallas County, Texas, at the area designated by the Commissioner's Court of such county where such sales are to take place. If no such area has been so designated, the area in which the sale will take place are the steps of the building now known as the George Allen Courts Building, 600 Commerce St., Dallas, Texas 75202.

Date of Deed of Trust: June 30, 2022

Maker: Raudy Acosta Fernandez

Original Trustee named in Deed of Trust: Tina Hill

Original amount of Secured Indebtedness: \$295,000.00

Original Beneficiary named in Deed of Trust: Quest Trust Company FBOL. Scott Horne IRA # 1384321

Property described in Deed of Trust:

Lot 11, Block 15, of LA PRADA NO. 2, an Addition to the City of Garland, Dallas County, Texas, according to the Plat thereof recorded in Volume 75126, Page 2060, of the Map Records of Dallas County, Texas; Also known as 541 Santa Cruz Dr. Dallas, Texas 75217.

Said Deed of Trust is recorded under Document No. Instrument No. 200900342344 in the Deed of Trust Records of Dallas County, Texas.

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. Blue Bonnett REI Services, Mortgage Servicer, is representing the current mortgagee, Quest Trust Company FBO L. Scott Horne IRA # 1384321 and their address is:

Blue Bonnet REI Services 1795 Northwest Highway Garland, TX 75043 Phone #972-840-0660

EXECUTED this

 $\perp u$

Trustee

1795 Northwest Highway Garland, TX 75041 972-271-1700

ACKNOWLEDGMENT

THE STATE OF TEXAS

8 8 8

COUNTY OF DALLAS

This instrument was acknowledged before me on the _____ day of ______ day of _______ 2025, by Tina Hill, known to me personally or by driver's license, in the capacity therein stated.



Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO: Horne & Associates, PC 1795 Northwest Highway Garland, Texas 75041 PREPARED IN THE LAW OF: Horne & Associates, PC 1795 Northwest Highway Garland, Texas 75041

NOTICE OF ACCELERATION AND NOTICE OF 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.

DEED OF TRUST INFORMATION:

Date: 09/13/2024

Grantor(s):

THUY NGOC PHAM AND SON MINH NGUYEN, MARRIED TO EACH OTHER MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS Original Mortgagee:

NOMINEE FOR ROCKET MORTGAGE, LLC., ITS SUCCESSORS AND ASSIGNS

Original Principal: \$337,012.00

Recording Information: Instrument 202400189323

Property County: Dallas

Property: (See Attached Exhibit "A")

2510 RIDGE OAK CT, GARLAND, TX 75044 **Reported Address:**

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: Rocket Mortgage, LLC f/k/a Quicken Loans, LLC

Mortgage Servicer: Rocket Mortgage, LLC

Current Beneficiary: Rocket Mortgage, LLC f/k/a Quicken Loans, LLC

Mortgage Servicer Address: 1050 Woodward Ave., Detroit, MI 48226

SALE INFORMATION:

Date of Sale: Tuesday, the 7th day of October, 2025 10:00 AM or within three hours thereafter. Time of Sale:

Place of Sale: AT THE AREA OUTSIDE ON THE NORTH SIDE OF THE GEORGE ALLEN

COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG in Dallas County, Texas, Or, if the preceding area(s) is/are no longer the area(s) designated by the Dallas County Commissioner's Court, at the area most recently designated by the

Dallas County Commissioner's Court.

WHEREAS, the above-named Grantor previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

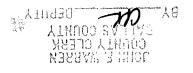
WHEREAS, a default under the Note and Deed of Trust was declared; such default was reported to not have been cured; and all sums secured by such Deed of Trust were declared to be immediately due and payable; and

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Joshua Sanders, Ramiro Cuevas, Matthew Hansen, Daniel Hart, Auction.com LLC, Braden Barnes, Rachel Donnelly, or Jamie E. Silver, any to act, have been appointed as Substitute Trustees and requested to sell the Property to satisfy the indebtedness; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

- The maturity of the Note has been accelerated and all sums secured by the Deed of Trust have been declared to be immediately due and payable.
- John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Joshua Sanders, Ramiro Cuevas, Matthew Hansen, Daniel Hart, Auction.com LLC, Braden Barnes, Rachel Donnelly, or Jamie E. Silver, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
- This sale shall be subject to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien of the Deed of Trust.



2025 SEP 1 AM 11: 06

9564-0441 2147047295 PG1 **POSTPKG** 4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's own risk" and "at his peril", and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interests of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.

<u>Substitute Trustee(s)</u>: John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Joshua Sanders, Ramiro Cuevas, Matthew Hansen, Daniel Hart, Auction.com LLC, Braden Barnes, Rachel Donnelly, or Jamie E. Silver, any to act.

Substitute Trustee Address: 14841 Dallas Parkway, Suite 350, Dallas, TX 75254

Document Prepared by: Bonial & Associates, P.C. 14841 Dallas Parkway, Suite 350, Dallas, TX 75254 AS ATTORNEY FOR THE HEREIN IDENTIFIED MORTGAGEE AND/OR MORTGAGE SERVICER

Certificate of Posting

I am	whose address is 14841 Dallas Parkway, Suite 350, Dallas, TX 75254. I declare
under penalty of perjury that on	I filed and / or recorded this Notice of Foreclosure Sale at the
office of the Dallas County Clerk and	caused it to be posted at the location directed by the Dallas County Commissioners
Court.	
	Ву:
	Exhibit "A"

LOT 7, BLOCK 4, OF OAKRIDGE NO. 1, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 81004, PAGE 3294, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS

Return to: Bonial & Associates, P.C., 14841 Dallas Parkway, Suite 350, Dallas, TX 75254

9564-0441 2147047295 PG2 POSTPKG

NOTICE OF ACCELERATION AND NOTICE OF 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.

DEED OF TRUST INFORMATION:

Date:
Grantor(s):

02/27/2020

Original Mortgagee:

ZERIHUN SHAI AND ROMAN DEMISSIE HUSBAND AND WIFE MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS

NOMINEE FOR PRIMELENDING, A PLAINSCAPITAL COMPANY, ITS

SUCCESSORS AND ASSIGNS

Original Principal:

\$338,751.00

Recording Information:

Instrument 202000060294

Property County:

Dallas

Property:

(See Attached Exhibit "A")

Reported Address:

326 MYRTLE BEACH DR, GARLAND, TX 75040-6801

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: Mortgage Servicer: Idaho Housing and Finance Association Idaho Housing and Finance Association Idaho Housing and Finance Association

Current Beneficiary: Mortgage Servicer Address:

565 W. Myrtle, Boise, ID 83702

SALE INFORMATION:

Date of Sale:

Tuesday, the 7th day of October, 2025 10:00 AM or within three hours thereafter.

Time of Sale: Place of Sale:

AT THE AREA OUTSIDE ON THE NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG in Dallas County, Texas, Or, if the preceding area(s) is/are no longer the area(s) designated by the Dallas County Commissioner's Court, at the area most recently designated by the

Dallas County Commissioner's Court.

WHEREAS, the above-named Grantor previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared; such default was reported to not have been cured; and all sums secured by such Deed of Trust were declared to be immediately due and payable; and

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Joshua Sanders, Ramiro Cuevas, Matthew Hansen, Daniel Hart, Auction.com LLC, Braden Barnes, Rachel Donnelly, or Jamie E. Silver, any to act, have been appointed as Substitute Trustees and requested to sell the Property to satisfy the indebtedness; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

- 1. The maturity of the Note has been accelerated and all sums secured by the Deed of Trust have been declared to be immediately due and payable.
- 2. John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Joshua Sanders, Ramiro Cuevas, Matthew Hansen, Daniel Hart, Auction.com LLC, Braden Barnes, Rachel Donnelly, or Jamie E. Silver, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
- 3. This sale shall be subject to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien of the Deed of Trust.

8Y DOUNTY CLERK COUNTY CLERK JOHN E WARREN

2025 SEP 15 PM 12: 40

9658-3442 2147047093 PG1 POSTPKG

4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's own risk" and "at his peril", and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any time or interests of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.

<u>Substitute Trustee(s):</u> John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Joshua Sanders, Ramiro Cuevas, Matthew Hansen, Daniel Hart, Auction.com LLC, Braden Barnes, Rachel Donnelly, or Jamie E. Silver, any to act.

Substitute Trustee Address: 14841 Dallas Parkway, Suite 350, Dallas, TX 75254

Document Prepared by: Bonial & Associates, P.C. 14841 Dallas Parkway, Suite 350, Dallas, TX 75254 AS ATTORNEY FOR THE HEREIN IDENTIFIED MORTGAGEE AND/OR MORTGAGE SERVICER

	Certificate of Posting
I am	whose address is 14841 Dallas Parkway, Suite 350, Dallas, TX 75254. I declare
under penalty of perjury that on	I filed and / or recorded this Notice of Foreclosure Sale at the
office of the Dallas County Clerk and ca	aused it to be posted at the location directed by the Dallas County Commissioners
Court.	
•	By:
	Бу
	Exhibit "A"

LOT 27, 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.

Return to: Bonial & Associates, P.C., 14841 Dallas Parkway, Suite 350, Dallas, TX 75254

9658-3442 2147047093 PG2 POSTPKG