

FILED

NOTICE OF SUBSTITUTE TRUSTEE'S SALE  
(Rialto / Parkway Tower)

2025 SEP 15 PM 12:27

September 15, 2025 (the "**Effective Date**")

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY OK DEPUTY

Notice is hereby given that a Foreclosure<sup>1</sup> of the Property (defined below) will be held at the date, time and place specified in this notice.

**DATE OF SALE:** Tuesday, October 7, 2025 (the first [1<sup>st</sup>] Tuesday of that month).

**TIME OF SALE:** The earliest time at which the Foreclosure will occur is **10:00 AM (Dallas County, Texas time)**. The Foreclosure shall begin at that time or not later than three (3) hours thereafter.

**PLACE OF SALE:** The Foreclosure will take place at the location designated by the Commissioner's Court of Dallas County, Texas as the location where nonjudicial foreclosure sales are to take place. If no such location has been designated, the Foreclosure will take place at the location where nonjudicial foreclosure sales in Dallas County, Texas are typically conducted.

**INDEBTEDNESS PROMPTING SALE:** The Loan.<sup>2</sup>

**DEED OF TRUST CREATING LIEN THAT IS THE SUBJECT OF SALE:** The Deed of Trust.<sup>3</sup>

**PROPERTY BEING SOLD:** The Property<sup>4</sup>, which has a street address of 8445 Freeport Parkway, Irving, Texas 75063, in Dallas County, Texas.

**ASSIGNMENTS/TRANSFERS; NOTEHOLDER:** Pursuant to certain endorsements, assignments, and/or transfers of the Loan Documents,<sup>5</sup> Noteholder<sup>6</sup> is the current owner of the Loan Documents.

<sup>1</sup> "**Foreclosure**" means a public nonjudicial foreclosure sale, at auction.

<sup>2</sup> "**Loan**" means the debt evidenced by the Note (defined below).

"**Note**" means that certain Promissory Note, dated May 28, 2015, executed by Borrower (defined below), payable to the order of Original Noteholder (defined below), as payee, in the original principal amount of \$7,425,000.00.

"**Borrower**" means, collectively, Parkway Tower, LLC, a Texas limited liability company; and Freeport Plaza, LP, a Texas limited partnership.

"**Original Noteholder**" means The Bank of New York Mellon, a New York corporation.

<sup>3</sup> "**Deed of Trust**" means that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated effective May 28, 2015, executed and delivered by Borrower, as grantor, to Ronald D. Addison, as trustee for the benefit of Original Noteholder, as beneficiary, recorded as Document Number: 201500140071 in the Real Property Records in Dallas County, Texas, covering, among other things, the Property.

<sup>4</sup> "**Property**" means that certain real property, personal property, and general intangibles described in the Deed of Trust, the real property of which is located at the street address 8445 Freeport Parkway, Irving, Texas 75063, in Dallas County, Texas, and more particularly described on **Exhibit "A"**, attached hereto and incorporated herein by reference.

<sup>5</sup> "**Loan Documents**" means, collectively, the Loan Agreement (defined below), the Note, the Deed of Trust, and any and all other documents executed in connection therewith and/or relating in any way thereto.

"**Loan Agreement**" means that certain Loan Agreement, dated May 28, 2015, entered into by and between Borrower and Original Noteholder.

<sup>6</sup> "**Noteholder**" means RSS COMM2015-PC1 - TX PTL, LLC, a Texas limited liability company.

However, consistent with the laws of the State of Texas and the terms and provisions contained within the Loan Documents, Noteholder reserves the right to endorse, assign and/or transfer the Loan Documents to a third-party at any time after this Notice of Substitute Trustee's Sale has been posted in Dallas County, Texas (including just prior to the nonjudicial foreclosure sale). You may contact Eugene Soto-Beregovoy with Noteholder (at the telephone number provided below) to determine whether Noteholder has endorsed, assigned and/or transferred the Loan Documents to a third-party and, if they have, to obtain the name, address, and other contact information of the successor noteholder.

**TEXAS PROPERTY CODE § 51.0025 NOTICE:** Noteholder is currently acting by and through its Manager Rialto Capital Advisors, LLC and may be contacted at c/o Rialto Capital Advisors, LLC, 200 S Biscayne Blvd. Suite 3550, Miami, Florida 33131, Attention: Eugene Soto-Beregovoy, (305) 229-6454 (telephone).

**ACTIVE MILITARY DUTY NOTICE:** To assert and protect your rights as a member of the armed forces of the United States, if you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

**SUBSTITUTE TRUSTEES:** Pursuant to the Appointment,<sup>7</sup> the Substitute Trustees<sup>8</sup> were each appointed a substitute trustee under the Deed of Trust. Any one (1) of the Substitute Trustees (including the Substitute Trustee that signed this Notice of Substitute Trustee's Sale) may conduct the nonjudicial foreclosure sale.

The Note matured on June 6, 2025. As required by the terms and provisions contained within the applicable Loan Documents, all required notices have been provided and all applicable cure periods have expired. Accordingly, all of the (i) unpaid principal due under the Note, (ii) accrued interest due under the Note, and (iii) other amounts provided for in the Loan Documents are now due and payable in full. Noteholder has requested that any one (1) of the Substitute Trustees, each of whom is a substitute trustee under the Deed of Trust, sell the Property for cash, the proceeds of such nonjudicial foreclosure sale to be applied in accordance with the terms and provisions of the Loan Documents and applicable law.

Noteholder has further requested that any one (1) of the Substitute Trustees sell all of the components of the Property that are personal property (including general intangibles) and/or fixtures at the same time and place as the Foreclosure of the real property. Accordingly, pursuant to and in accordance with the terms of Section 9.604 of the Texas Business and Commerce Code, the Foreclosure of the personal property, general intangibles, and fixtures will be held at the same time and place as the Foreclosure of the real property.

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<sup>7</sup> "**Appointment**" means that certain Appointment of Substitute Trustees and Request to Act, dated September 10, 2025, recorded as Document No. 2025-202500190425 in the Real Property Records in Dallas County, Texas.

<sup>8</sup> "**Substitute Trustees**" means each of the following:

Chris Hamilton of Dallas County, Texas, Holland & Knight LLP, 1722 Routh Street Suite 1500, Dallas, Texas 75201, (214) 969-1343 (telephone), Christopher.Hamilton@hklaw.com (email).

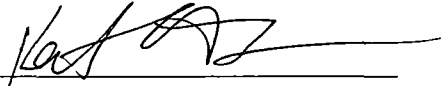
Katrisha Harris of Dallas County, Texas, Holland & Knight LLP, 1722 Routh Street Suite 1500, Dallas, Texas 75201, (214) 969-1518 (telephone), Katrisha.Harris@hklaw.com (email).

Brandon King of Travis County, Texas, Holland & Knight LLP, 98 San Jacinto Blvd, Suite 1900, Austin, Texas 78701, (512) 469-6126 (telephone), brandon.king@hklaw.com (email).

Therefore, at the date, time, and place set forth above, one (1) of the Substitute Trustees will sell the Property to the highest bidder for cash pursuant to the terms of the Loan Documents and applicable law.

*[signature page follows]*

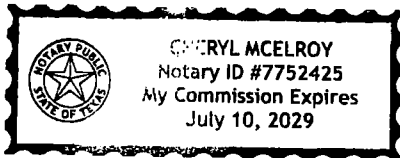
IN WITNESS WHEREOF, this Notice of Substitute Trustee's Sale has been executed to be enforceable on the Effective Date.

By:   
Name: Katrisha Harris  
Title: Substitute Trustee

STATE OF TEXAS           §  
                                     §  
COUNTY OF N/A         §

This instrument was acknowledged before me on September 15, 2025, by Katrisha Harris as substitute trustee, in the capacity herein stated.

[SEAL]



  
Notary Public, State of Texas

Securitization: COMM 2015-PC1  
Rialto Loan No.: 302691117  
Borrower: Parkway Tower, LLC, et al.  
Property: 8445 Freeport Parkway, Irving, Texas 75063 (Parkway Tower)

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

**EXHIBIT "A"**

to  
Notice of Substitute Trustee's Sale

Real Property

A tract of land in the J. Tilley Survey, Abstract No. 1471, and the B.B.B. & C. RR Co. Survey, Abstract No. 194, Dallas County, Texas, part of REVISION OF BLOCK G, DFW FREEPORT, REVISED 1ST and 2ND INSTALLMENT, an addition to the City of Irving, Dallas County, Texas according to the plat thereof recorded in Volume 81191, Page 1034, Map Records, Dallas County, Texas, and more particularly described as follows:

Beginning at a 1/2 inch iron rod with yellow plastic cap stamped "HALFF ASSOC., INC. " (hereafter referred to as "with cap") found for corner situated at the most easterly corner of a 25 foot corner clip at the intersection of East 12th Street (100 foot right-of-way) and Royal Lane (100 foot right-of-way);

Thence South 35 deg. 40 min. 50 sec. East along the southwesterly right-of-way line of Royal Lane a distance of 300.68 feet to a 1/2 inch iron rod with cap found at the point of curvature of a circular curve to the right, having a radius of 90.00 feet;

Thence southerly along said circular curve to the right, through a central angle of 88 deg. 01 min. 55 sec., an arc distance of 138.28 feet to a 1/2 inch iron rod with cap found at the point of reverse curvature of a circular curve to the left having a radius of 1074.67 feet, and on the northwesterly right-of-way line of Freeport Parkway (100 foot right-of-way);

Thence along said right-of-way line of Freeport Parkway and circular curve to the left, through a central angle of 22 deg. 18 min. 05 sec., an arc distance of 418.30 feet to a 1/2 inch iron rod with cap found for point of tangency;

Thence South 43 deg. 39 min. 56 sec. West, continuing along said right-of-way line of Freeport Parkway, a distance of 74.07 feet to a 1/2 inch iron rod with cap found for corner;

Thence North 00 deg. 16 min. 19 sec. East, departing said right-of-way line of Freeport Parkway, a distance of 637.85 feet to a 1/2 inch iron rod with cap found for corner on the southeasterly line of East 12th Street;

Thence North 54 deg. 19 min. 10 sec. East along said right-of-way line of East 12th Street a distance of 172.34 feet to a 1/2 inch iron rod with cap found for corner;

Thence South 80 deg. 40 min. 50 sec. East along said right-of-way line of East 12th Street and said corner clip a distance of 25.00 feet to the point of beginning, and containing 152,751 square feet or 3.5066 acres of land, more or less.

**LESS AND EXCEPT ANY AND ALL PROPERTY PREVIOUSLY RELEASED OF RECORD**

EXHIBIT "A"

Securitization: COMM 2015-PC1

Rialto Loan No.: 302691117

Borrower: Parkway Tower, LLC, et al.

Property: 8445 Freeport Parkway Irving, Texas 75063 (Parkway Tower)

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

**NOTICE OF ASSESSMENT LIEN SALE**

STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

WHEREAS, on or about December 18, 2023, a Notice of Lien was filed in the Deed Records of Dallas County, Texas, covering the real property herein described concerning default in the payment of the indebtedness owing by Karen Patel, the present owner of said real property, to The Riverside Village Home Owner's Association (the "Association"); and

WHEREAS, the said Karen Patel has continued to default in the payment of her indebtedness to the Association and the same is now wholly due, and the Association, acting by and through its duly authorized agent, intends to sell the herein described property to satisfy the present indebtedness of said owners to the Association;

NOW, THEREFORE, notice is hereby given that on Tuesday, October 7, 2025, between 10 o'clock a.m. and 4 o'clock p.m., the Association will sell said real estate Outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, Dallas County, Texas, Dallas County, Texas, to the highest bidder for cash, subject to all superior liens and encumbrances of record. The earliest time at which said sale will begin will be 12:00 o'clock noon, and the sale will take place not later than three (3) hours after that time.

Said real estate is described as follows:

Lot 36, Block K, of Riverside Village, Phase 1, an Addition to the City of Irving, Dallas County, Texas, according to the Map or Plat thereof recorded in/under Clerk's File No. 201000161763, Plat Records, Dallas County, Texas (123 San Bernard Drive)

WITNESS my hand this 16 day of September, 2025

THE RIVERSIDE VILLAGE HOME OWNER'S  
ASSOCIATION

By: \_\_\_\_\_

Jason R. Reed, Substitute Trustee

Riddle & Williams, P.C.

3811 Turtle Creek Blvd, Suite 500

Dallas, Texas 75219

The within notice was posted by me on the 16 day of September, 2025, at the Dallas County Courthouse in Dallas, Texas.

\_\_\_\_\_  
*[Signature]*

**NOTICE OF ASSESSMENT LIEN SALE**

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

WHEREAS, on or about August 1, 2025, a Notice of Lien was filed in the Deed Records of Dallas County, Texas, covering the real property herein described concerning default in the payment of the indebtedness owing by Lisa Reyes, Deceased, the present owner of said real property, to Las Brisas Hills Condominiums Association (the "Association"); and

WHEREAS, the said Lisa Reyes, Deceased has continued to default in the payment of her indebtedness to the Association and the same is now wholly due, and the Association, acting by and through its duly authorized agent, intends to sell the herein described property to satisfy the present indebtedness of said owners to the Association;

NOW, THEREFORE, notice is hereby given that on Tuesday, October 7, 2025, between 10 o'clock a.m. and 4 o'clock p.m., the Association will sell said real estate Outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, Dallas County, Texas, Dallas County, Texas, to the highest bidder for cash, subject to all superior liens and encumbrances of record. The earliest time at which said sale will begin will be 12:00 o'clock noon, and the sale will take place not later than three (3) hours after that time.

Said real estate is described as follows:

Unit 3, Building DX, and an undivided interest in the common elements of Las Brisas Hills Condominiums, a condominium in the City of Irving, Texas, according to the declaration and Mater Deed Recorded in Volume 81179, Page 902, Condominium Records, Dallas County, Texas. (2654 Encina Drive)

WITNESS my hand this 12 day of September, 2025

LAS BRISAS HILLS CONDOMINIUMS  
ASSOCIATION

By: Jason R. Reed  
Jason R. Reed, Substitute Trustee  
Riddle & Williams, P.C.  
3811 Turtle Creek Blvd, Suite 500  
Dallas, Texas 75219

The within notice was posted by me on the 16 day of September, 2025, at the Dallas County Courthouse in Dallas, Texas.

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**NOTICE OF ASSESSMENT LIEN SALE**

STATE OF TEXAS

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COUNTY OF DALLAS

§

WHEREAS, on or about September 13, 2024, a Notice of Lien was filed in the Deed Records of Dallas County, Texas, covering the real property herein described concerning default in the payment of the indebtedness owing by Mansour Morakabi, the present owner of said real property, to Mandalay Place at Las Colinas Homeowners Association (the "Association"); and

WHEREAS, the said Mansour Morakabi has continued to default in the payment of her indebtedness to the Association and the same is now wholly due, and the Association, acting by and through its duly authorized agent, intends to sell the herein described property to satisfy the present indebtedness of said owners to the Association;

NOW, THEREFORE, notice is hereby given that on Tuesday, October 7, 2025, between 10 o'clock a.m. and 4 o'clock p.m., the Association will sell said real estate Outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, Dallas County, Texas, Dallas County, Texas, to the highest bidder for cash, subject to all superior liens and encumbrances of record. The earliest time at which said sale will begin will be 12:00 o'clock noon, and the sale will take place not later than three (3) hours after that time.

Said real estate is described as follows:

Lot 73, of Ladera Village at Las Colinas, an addition to the City of Irving, Dallas County, Texas according to the Map thereof recorded in Volume 84027, Page 2009, of the Map Records of Dallas County, Texas. (1217 Saint Regis Drive)

WITNESS my hand this 16<sup>th</sup> day of September, 2025

MANDALAY PLACE AT LAS COLINAS  
HOMEOWNERS ASSOCIATION

By: Jason R. Reed

Jason R. Reed, Substitute Trustee

Riddle & Williams, P.C.

3811 Turtle Creek Blvd, Suite 500

Dallas, Texas 75219

The within notice was posted by me on the 16 day of September, 2025, at the Dallas County Courthouse in Dallas, Texas.

John Warren

2025 SEP 16 PM 12:15

JOHN WARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY \_\_\_\_\_ DEPUTY



## NOTICE OF FORECLOSURE SALE

State of Texas           §  
                                  §  
County of Dallas       §

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

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

LOT 1, BLOCK 3, OF FREEWAY PARK WEST, AN ADDITION TO THE CITY OF IRVING, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 48, PAGE 111, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

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

Date: **October 7, 2025**

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

Place: **Dallas County Courthouse in Dallas, Texas**, at the following location: the area designated by the Commissioners Court of **Dallas, Dallas County, Texas**, pursuant to § 51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if no such place is so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted).

The deed of trust permits the Mortgagee of Record to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refileing may be after the date originally scheduled for this sale.

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

Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

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

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

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

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

attorney.

4. Type of Sale. The sale is a non-judicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by Nahomy Funez Espinoza, an unmarried woman.
5. Obligations Secured. The Deed of Trust is dated **October 12, 2023**, and is recorded in the office of the County Clerk of Dallas County, Texas, in/under **202300209881, Official Public Records of Dallas County, Texas**. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including but not limited to the promissory note in the original principal amount of **\$193,030.00**, executed by **Nahomy S. Funez Espinoza**, and payable to the order of **Origin Bank**.

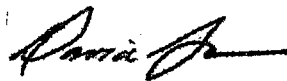
**Original Mortgagee: Origin Bank.**

**Current Mortgagee of Record: Origin Bank** whose address is **2508 Lakeland Drive, Flowood, MS 39232**.

6. Default and Request To Act. Default has occurred under the deed of trust, and the beneficiary has requested me, as Substitute Trustee, to conduct this public sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.
7. **ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

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

DATED September 15, 2025.



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

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

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

2020 SEP 16 AM 11:31

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

§

JOHN F. WARREN

DALLAS COUNTY

BY \_\_\_\_\_ DEPUTY

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, 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, 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 October 7, 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 16 day of September, 2025.

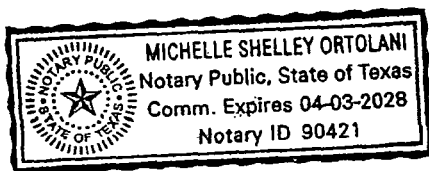
Michele Hreha  
Michele Hreha, Substitute Trustee

STATE OF TEXAS

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§  
§

COUNTY OF DALLAS

This document was acknowledged before me on the 16<sup>th</sup> day of September, 2025, by Michele Hreha, 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

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

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

Kathy Arrington  
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 Cooper  
Foreclosure Network of Texas  
10406 Rockley Road  
Houston, Texas 77009