

FILED

NOTICE OF FORECLOSURE SALE
AND
APPOINTMENT OF SUBSTITUTE TRUSTEE

2024 AUG 13 PM 1:47

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

BY _____ DEPUTY

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:

Dated: February 2, 2022 (on or about)
Grantor: A's Home Remodeling LLC
Trustee: David Gibson
Current Lender: B. Mann Properties LLC
Current Servicer: Black Label Capital, LLC
Recorded in: Instrument No. 202200031919 recorded on February 2, 2022 in the real property records of Dallas County, Texas.

Legal Description: Lot 1, in Block B, of N.C.A. Addition, an addition in the City of Richardson, Dallas County, Texas, according to the map or plat thereof recorded in Volume 79131, Page 1669, of the Deed Records of Dallas County, Texas.

More commonly known as: 1931 Life Avenue, Dallas, Texas 75212

Foreclosure Sale:

Date: Tuesday, September 3, 2024
Time: The sale of the Property will be held between the hours of 10:00 A.M. and 1:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 10:00 A.M. and not later than three hours thereafter.
Place: The George Allen Courts Building at 600 Commerce Street, Dallas, Texas 75202 outside the north side of the George Allen Courts Building, facing Commerce Street., or in the area otherwise designated by the Commissioner's Court pursuant to §51.002 of the Texas Property Code as amended.

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 bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Substitute Trustee: David R. Gibson, Reagan R. Herod, Lauren M. Upshaw, Taylor J. Monroe, Sade L. Lewis, Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, Jane Kline, Payton Hreha or Chasity Lewallen.

Default has occurred in the payment of the promissory note secured by the Deed of Trust, and in the performance of the obligations set forth in the Deed of Trust. Because of that default, Lender, the owner and holder of said promissory note and Deed of Trust, 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 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 passes the Foreclosure Sale, 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. 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 51.009 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 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.

Dated: August 13, 2024

Respectfully submitted,



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