

FILED

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

2025 MAR 10 AM 8:24

WHEREAS, Peterick Fuller, a single man, executed a Subordinate Lien Deed of Trust ("Deed of Trust") dated August 23, 2021, conveying to Ruth W. Garner, Trustee, the property described therein to secure Amplify Credit Union in the payment of the indebtedness described therein; and

JOHN F. GARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY MH DEPUTY

WHEREAS, the Deed of Trust is recorded at Clerk's File Number 2021-202100261184 in the Official Public Records of Dallas County, Texas;

WHEREAS, the property subject to the Deed of Trust is described as "LOT 169, OF LAKE RIDGE, SECTION 3, AN ADDITION TO THE CITY OF CEDAR HILL, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 96018, PAGE 1588, MAP RECORDS, DALLAS COUNTY, TEXAS." (hereinafter "the property"); and

WHEREAS, Amplify Credit Union is the present owner and holder of the note and indebtedness described in the Deed of Trust and the liens securing its payment; and

WHEREAS, the undersigned has been appointed Substitute Trustee in the place of such original Trustee upon the contingency and in the manner authorized by the Deed of Trust; and

WHEREAS, the indebtedness secured by the Deed of Trust includes a Subordinate Lien Balloon Note ("Note") dated August 23, 2021, executed by Peterick Fuller, payable to Amplify Credit Union in the original principal amount of \$221,566.00;

WHEREAS, defaults have occurred under the Note and the Deed of Trust and the Note is now due and payable in full as provided therein; and

WHEREAS, I have been requested to sell the property pursuant to the Deed of Trust;


NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, April 1, 2025, between 10:00 a.m. and 4:00 p.m., Kerry L. Haliburton, Jim Mills, Susan Mills, Andrew Mills-Middlebrook, George Hawthorne, Ed Henderson, Lori Fowler, David Stockman, Donna Stockman, Brenda Wiggs, Guy Wiggs, Michelle Schwartz, Jamie Dworsky, Janet Pinder, Brandy Bacon and Angela Cooper, Substitute Trustee, will sell the property by public sale at auction to the highest bidder for cash. The sale will take place on the North Side of the George Allen Courts Building facing Commerce Street, below the overhang, Dallas, Texas 75202 or in the area of the courthouse designated by the Commissioner's Court pursuant to Section 51.002 of the Texas Property Code, the earliest time at which the sale will occur will be 10:00 a.m. Pursuant to Section 51.002 of the Texas Property Code, the sale shall begin at that time or not later than three hours after that time. The Deed of Trust permits the Beneficiary to postpone or withdraw, or reschedule the sale for another day. In such case, the Trustee or Substitute Trustee under the Deed of Trust need not appear at that date, time and place of a scheduled sale to announce a 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 refiled may be after the date originally scheduled for sale.

The sale will be made subject to any exceptions referenced in the Deed of Trust to the extent the same are still in effect and shall not cover any property that has been released from the liens of the Deed of Trust.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day of sale for the property being sold.

THE PURCHASER AT THE FORECLOSURE SALE WILL RECEIVE THE TITLE TO THE PROPERTY OWNED BY PETERICK FULLER, A SINGLE MAN AND WILL NOT RECEIVE ANY REPRESENTATION OR WARRANTY OF ANY KIND, ORAL, WRITTEN, EXPRESS, OR IMPLIED, FROM AMPLIFY CREDIT UNION CONCERNING THE PROPERTY, AND AMPLIFY CREDIT UNION HAS NOT MADE, AND DOES NOT MAKE, ANY SUCH REPRESENTATIONS OR WARRANTIES. THE SUBSTITUTE TRUSTEE DOES NOT, AND WILL NOT, MAKE ANY REPRESENTATIONS OR WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE TO THE PROPERTY. THE PROPERTY WILL BE SOLD AS IS, WHERE IS, AND WITH ALL FAULTS. THE PURCHASER AT THE FORECLOSURE SALE WILL RELY SOLELY ON PURCHASER'S OWN INSPECTIONS OR INVESTIGATIONS OF THE PROPERTY AND THE CONDITION THEREOF IN MAKING A DECISION TO PURCHASE THE PROPERTY. ALL OF THESE PROVISIONS SHALL EXPRESSLY SURVIVE THE TRANSFER OF THE PROPERTY TO PURCHASER.

EFFECTIVE DATE OF NOTICE IS FEBRUARY 17, 2025.



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Kerry L. Haliburton, Substitute Trustee  
Naman, Howell, Smith & Lee, PLLC  
400 Austin Avenue, Suite 800 (76701)  
P.O. Box 1470  
Waco, Texas 76703-1470  
254-755-4100  
FAX 254-754-6331  
E-Mail: haliburton@namanhowell.com

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.**

WHEREAS, on June 23, 2014, Phong Le and Truc Le ("Borrowers"), executed a Deed of Trust (Security Agreement, Financing Statement) conveying to David Baty, Trustee for the benefit of Texas Republic Bank, N.A. ("Beneficiary"), certain real property situated in Dallas County, Texas and herein described, together with all improvements thereon (the "Real Estate"), to secure payment by Borrowers of the Note secured by that Deed of Trust, filed for record in the deed records of Dallas County, Texas on July 3, 2014, as Document Number 201400167091 (the "Deed of Trust") naming Beneficiary as lienholder and Borrowers as Grantor in the amount of Eighty-seven Thousand Two Hundred and NO/100 Dollars (\$87,200.00) plus all other indebtedness and liabilities of all kinds of Grantor to Beneficiary then existing or thereafter arising (the "Indebtedness");

WHEREAS, Mark D. Winnubst was appointed by Beneficiary as the Substitute Trustee pursuant to the Appointment and Designation of Substitute Trustee, dated March 7, 2025, and recorded in the deed records of Dallas County, Texas.

WHEREAS, default has occurred in the payment of the Indebtedness by Borrower and accordingly Beneficiary has requested the undersigned to sell said Real Estate to satisfy the obligations of the Deed of Trust.

NOW, THEREFORE, Notice is hereby given that on Tuesday, the 1<sup>st</sup> day of April, 2025, with the sale to begin between ten (10:00) o'clock a.m., or not later than three (3) hours after that time, I will sell said Real Estate to the highest bidder for cash by public sale at auction at the NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONERS' OFFICE or as designated by the County Commissioners' Court. A true and correct copy of said Notice is attached hereto.

The Notice pertains to the following property:

*LOT 19, IN BLOCK D, OF HIGHLANDS NORTH, AN ADDITION TO THE CITY OF CEDAR HILL, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 85080, PAGE 1005, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS, more commonly known as 923 Moore Street, Cedar Hill, Texas 75104.*

and all Improvements and Fixtures and all rights, title and Interest appurtenant thereto.

Subject to all the easements, deed restrictions, and reservations of record.

Mortgage Servicer: Texas Republic Bank N.A.

Note Holder: Texas Republic Bank, N.A.  
2595 Preston Road  
Suite 100  
Frisco, Texas 75034

FILED  
2025 MAR 11 PM 12:46  
JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY \_\_\_\_\_ DEPUTY

The sale noticed herein shall include the interest of Beneficiary in all fixtures and personal property, if any, covered by the Deed of Trust and any other documents executed in connection with or as security for the Indebtedness. Beneficiary, having directed the undersigned to sell, the undersigned hereby notices the sale of said fixtures and personalty pursuant to the rights granted to Beneficiary under Section 9.501(d) of the Texas Uniform Commercial Code.

THE SALE OF THE PROPERTY IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE TRUSTEE, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. NEITHER BENEFICIARY NOR THE TRUSTEE MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COMPLIANCE WITH LAWS, RULES, AGREEMENT 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.

Witness my hand this 10<sup>th</sup> day of March, 2025.



Mark D. Winnubst

Substitute Trustee

Sheils Winnubst PC

1701 N. Collins Blvd., Suite 1100

Richardson, Texas 75080