

FILED

2020 MAY -7 PM 12:20

JOHN E. HANLEY
COUNTY CLERK
DALLAS COUNTY

BY _____

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.

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

INFORMATION REGARDING THE SALE:

Date of Sale: Tuesday, June 2, 2020 (which is the first Tuesday of that month).
Time of Sale: The earliest time at which the sale shall occur is 10 a.m. The sale shall begin at that time or not later than three hours after that time.
Place of Sale: At the place in Dallas County designated by the Commissioner's Court of Dallas County, Texas where foreclosure sales are to take place, to wit: The outside area on the north side of the George L. Allen Sr. Courts building facing Commerce Street, below the building overhang, or as designated by the Commissioner's Court.

INFORMATION REGARDING THE DEED OF TRUST LIEN:

Name of Document: Deed of Trust
Date: August 28, 2019
Grantor: Arc Meridian Capital, LLC
Lender: Independent Oaks Capital Funding, LLC
Trustee: Kavish Wazirali
Recording Information: Clerk's File No. 201900229874, Official Public Records, Dallas County, Texas
Property Description: Lot 8, Block 1, of GARLAND PARK ADDITION, an addition to the City of Garland, Dallas County, Texas, according to the Plat thereof recorded in Volume 7, Page 333 of the Map Records of Dallas County, Texas, together with all buildings, fixtures and other real property improvements located thereon; and the benefits and appurtenances on or appertaining to said real property and improvements, together with all personal property owned by Grantor and located on said real property (the "Property").

INFORMATION REGARDING THE DEBT SECURED:

Name of Document: Promissory Note

Date: August 28, 2019

Face Amount: \$105,000.00

Original Maker: Arc Meridian Capital, LLC

Original Payee: Independent Oaks Capital Funding, LLC

Owner and Holder of Note and Deed of Trust: Independent Oaks Capital Funding, LLC

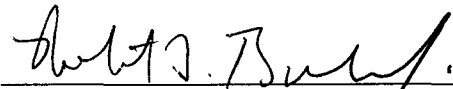
THE DEBT HAS BEEN ACCELERATED:

The indebtedness secured by the Deed of Trust matured on February 27, 2020 according to the terms of the Promissory Note and remains unpaid.

The owner and holder of the indebtedness, Independent Oaks Capital Funding, LLC, has requested that I, as Substitute Trustee under the Deed of Trust, sell the Property, the proceeds of such sale to be applied in accordance with the provisions of the Deed of Trust.

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

IN WITNESS WHEREOF this Notice of Substitute Trustee's Sale has been executed on May 4, 2020.



Robert G. Buchanan, Jr., Substitute Trustee
5501 LBJ Freeway, Suite 220
Dallas, Texas 75240
(214) 550-5950 (telephone)
(214) 550-5951 (fax)
bob@rgblegal.com

1405 BOSQUE DR, GARLAND, TX, 75040
10611.0050

FILED

2020 MAY -7 AM 11:04

JOHN E. WILSON
COUNTY CLERK

APPOINTMENT OF SUBSTITUTE TRUSTEE AND
NOTICE OF SUBSTITUTE TRUSTEE SALE

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 AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

**APPOINTMENT OF
SUBSTITUTE TRUSTEE:**

WHEREAS, in my capacity as the attorney for the Mortgagee and/or its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I hereby name, appoint and designate Jack O'Boyle, Chris Ferguson, Travis Gray, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Michelle Schwartz, Guy Wiggs, David Stockman, Brenda Wiggs, Denise Boerner, Donna Stockman, Tim Lewis, Kathy Arrington, Travis Gray, Chris Ferguson, or Jack O'Boyle, each as Substitute Trustee, to act under and by virtue of said Deed of Trust, including posting and filing the public notice required under Section 51.002 Texas Property Code as amended, and to proceed with a foreclosure of the Deed of Trust lien securing the payment of the Note.

**SUBSTITUTE TRUSTEE'S
ADDRESS:**

c/o JACK O'BOYLE & ASSOCIATES, Mailing Address: P.O. Box 815369, Dallas, Texas 75381;
Physical Address: 12300 Ford Road, Suite 212, Dallas, TX 75234.

**NOTICE OF SUBSTITUTE
TRUSTEE SALE:**

WHEREAS, default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on June 02, 2020 between the hours of 11am-2pm the Substitute Trustee will sell said real property at the place hereinafter set out and pursuant to the terms herein described. The sale will begin at the earliest time stated above or within three (3) hours after that time.

LOCATION OF SALE:

The place of the sale shall be: 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.

**INSTRUMENT TO BE
FORECLOSED:**

Deed of Trust or Contract Lien dated 02/14/2019 and recorded under Volume, Page or Clerk's File No. INSTRUMENT NO. 201900045006 in the real property records of Dallas County Texas, with Team7Invest LLC as Grantor(s) and CIVIC FINANCIAL SERVICES, LLC as Original Mortgagee.

OBLIGATIONS SECURED:

Deed of Trust or Contract Lien executed by Team7Invest LLC securing the payment of the indebtedness in the original principal amount of \$163,200.00 and obligations therein described including but not limited to the promissory note and all the modifications, renewals and extensions of the promissory note (the "Note") executed by Team7Invest LLC. DLJ Mortgage Capital, Inc. is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

**MORTGAGE SERVICING
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 property securing the above referenced loan. FAY SERVICING LLC is acting as the Mortgage Servicer for DLJ MORTGAGE CAPITAL, INC. who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. FAY SERVICING LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

DLJ MORTGAGE CAPITAL, INC.
c/o FAY SERVICING LLC
1601 LBJ Freeway, Suite 150



4723851

Farmers Branch, TX 75006

**LEGAL DESCRIPTION OF
PROPERTY TO BE SOLD:**

LOT 2, BLOCK R, NORTHLAKE ESTATES NO. 9, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 72112, PAGE 2234, MAP RECORDS, DALLAS COUNTY, TEXAS (the "Property")

REPORTED PROPERTY

ADDRESS: 1405 BOSQUE DR, GARLAND, TX 75040

TERMS OF SALE: The Substitute Trustee will sell the Property by public auction at the place and date specified herein.

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 and the priority of the lien being foreclosed.

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 and/or Mortgage Servicer 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 priority, nature and extent of such matters, if any.

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagee and/or Mortgage Servicer, or its attorney(s).

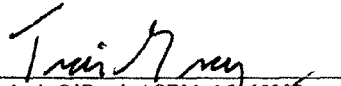
The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein need not appear at the date, time and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refilled 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.

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.

Signed on the 30 day of April, 2010

Respectfully,

JACK O'BOYLE & ASSOCIATES, PLLC



____ Jack O'Boyle | SBN: 15165300

jack@jackoboyle.com

Travis H. Gray | SBN: 24044965

travis@jackoboyle.com

____ Chris S. Ferguson | SBN: 24069714

chris@jackoboyle.com

P.O. Box 815369

Dallas, Texas 75381

P: 972.247.0653 | F: 972.247.0642

ATTORNEYS FOR MORTGAGEE AND/OR ITS MORTGAGE
SERVICER

1405 BOSQUE DR. GARLAND, TX. 75040
10611.0050

FILED
2020 MAY 12 AM 10:44
FAY WARREN
BY: [Signature]

**CORRECTIVE APPOINTMENT OF SUBSTITUTE TRUSTEE AND
NOTICE OF SUBSTITUTE TRUSTEE SALE**

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 AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

**APPOINTMENT OF
SUBSTITUTE TRUSTEE:**

WHEREAS, in my capacity as the attorney for the Mortgagee and/or its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I hereby name, appoint and designate Jack O'Boyle, Chris Ferguson, Travis Gray, Shelley Ortolani, Marv Mancuso, Michele Hreha, Francesca Ortolani, Michelle Schwartz, Guy Wiggs, David Stockman, Brenda Wiggs, Denise Boerner, Donna Stockman, Tim Lewis, Kathy Arrington, Travis Gray, Chris Ferguson, or Jack O'Boyle, each as Substitute Trustee, to act under and by virtue of said Deed of Trust, including posting and filing the public notice required under Section 51.002 Texas Property Code as amended, and to proceed with a foreclosure of the Deed of Trust lien securing the payment of the Note.

**SUBSTITUTE TRUSTEE'S
ADDRESS:**

c/o JACK O'BOYLE & ASSOCIATES, Mailing Address: P.O. Box 815369, Dallas, Texas 75381;
Physical Address: 12300 Ford Road, Suite 212, Dallas, TX 75234.

**NOTICE OF SUBSTITUTE
TRUSTEE SALE:**

WHEREAS, default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on June 02, 2020 between the hours of 11am-2pm the Substitute Trustee will sell said real property at the place hereinafter set out and pursuant to the terms herein described. The sale will begin at the earliest time stated above or within three (3) hours after that time.

LOCATION OF SALE:

The place of the sale shall be: 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.

**INSTRUMENT TO BE
FORECLOSED:**

Deed of Trust or Contract Lien dated 02/14/2019 and recorded under Volume, Page or Clerk's File No. INSTRUMENT NO. 201900045006 in the real property records of Dallas County Texas, with Team7Invest LLC as Grantor(s) and CIVIC FINANCIAL SERVICES, LLC as Original Mortgagee.

OBLIGATIONS SECURED:

Deed of Trust or Contract Lien executed by Team7Invest LLC securing the payment of the indebtedness in the original principal amount of \$163,200.00 and obligations therein described including but not limited to the promissory note and all the modifications, renewals and extensions of the promissory note (the "Note") executed by Team7Invest LLC. CSMC 2019-BPLI Trust is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

**MORTGAGE SERVICING
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 property securing the above referenced loan. FAY SERVICING LLC is acting as the Mortgage Servicer for CSMC 2019-BPLI TRUST who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. FAY SERVICING LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

CSMC 2019-BPLI TRUST
c/o FAY SERVICING LLC
1601 LBJ Freeway, Suite 150



4723909

Farmers Branch, TX 75006

**LEGAL DESCRIPTION OF
PROPERTY TO BE SOLD:**

LOT 2, BLOCK R, NORTHLAKE ESTATES NO. 9, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 72112, PAGE 2234, MAP RECORDS, DALLAS COUNTY, TEXAS (the "Property")

REPORTED PROPERTY

ADDRESS: 1405 BOSQUE DR, GARLAND, TX 75040

TERMS OF SALE: The Substitute Trustee will sell the Property by public auction at the place and date specified herein.

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 and the priority of the lien being foreclosed.

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 and/or Mortgage Servicer 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 priority, nature and extent of such matters, if any.

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagee and/or Mortgage Servicer, or its attorney(s).

The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein 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.

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.

Signed on the 7 day of May, 2020.

Respectfully,

JACK O'BOYLE & ASSOCIATES, PLLC



Jack O'Boyle | SBN: 15165700

jack@jackoboyle.com

Travis H. Gray | SBN: 24044965

travis@jackobovle.com

____ Chris S. Ferguson | SBN: 24069714

chris@jackoboyle.com

P.O. Box 815369

Dallas, Texas 75381

P: 972.247.0653 | F: 972.247.0642

ATTORNEYS FOR MORTGAGEE AND/OR ITS MORTGAGE
SERVICER

FILED 47

NOTICE OF FORECLOSURE SALE

2020 MAY 12 AM 10:44

CLERK OF DISTRICT COURT
DALLAS COUNTY, TEXAS

Deed of Trust:

Dated: November 15, 2019

Grantor: Saadun Propeties, LLC, a Texas limited liability company

Trustee: Matthew C. Aycock, Esq.

Lender: CR Lending, LLC, a Texas limited liability company

Loan Servicer: Conrad Properties, LLC, a Texas limited liability company

Recorded in: Instrument No. 201900318917, recorded on November 26, 2019 in the real property records of Dallas County, Texas

Legal Description: See Exhibit "A", more commonly known as: **702 E. Walnut Street, Garland, Texas 75043.**

Secures: Promissory Note ("Note") in the original principal amount of \$390,000.00, executed by Saadun Propeties, LLC, a Texas limited liability company ("Borrower") and payable to the order of Lender

Foreclosure Sale:

Date: June 2, 2020

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 Dallas County Commissioner's Court

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Lender's or Loan Servicer's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust..

Substitute Trustee: Bennett M. Wyse, or Ted Gambordella, or Shelley Ortolani, or Mary Mancuso, or Michele Hreha, or Francesca Ortolani, or Michelle Schwartz, or Guy Wiggs, or David Stockman, or Brenda Wiggs, or Denise Boerner, or Donna Stockman, or Tim Lewis, or Kathy Arrington

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 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, 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 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 LOAN SERVICER.



By: _____
Ted Gambordella, Substitute Trustee
5050 Quorum Drive, Suite 625
Dallas, Texas 75254
P: 214-473-5551
F: 214-540-9333
Tgambordella@txtnlaw.com
www.txtnlaw.com

EXHIBIT "A"

Being Lot 11, in Block H, of GARVON ADDITION NO. 11, an Addition to the City of Garland, Dallas County, Texas, according to the Plat thereof recorded in Volume 71083, Page 2134, of the Map Records of Dallas County, Texas.

SAVE AND EXCEPT THEREFROM that certain called 3.122 square feet tract of land conveyed to Dallas Area Rapid Transit by Deed dated April 15, 2009, filed April 16, 2009, recorded in Clerk's File No. 200900107979, Real Property Records, Dallas County, Texas, and more particularly described therein;

BEING a 3.122 square feet tract of land situated in the William Turner Survey, Abstract Number 1483, in the City of Garland, Dallas County, Texas, being part of Lot 11, Block H, Garvon Addition No.11, an Addition to the City of Garland, as recorded in Volume 71083, Page 2134, of the Deed Records of Dallas County, Texas, being part of that certain tract of land described in Warranty Deed to Desmond Okechukwi Amadi as recorded in Volume 2005097, Page 4213 of said Deed Records, and being more particularly described by metes and bounds as follows:

COMMENCING at a one-half inch steel rebar found (controlling monument) for the Northeast corner of that certain tract of land as described by plat to the City of Garland as Lot 1, Block 1, G.P. & L. Addition, an Addition to the City of Garland, as recorded in Volume 78104, Page 2368, of said Deed Records, said point being in the Southerly line of Walnut Street (80.00 foot width);

THENCE South 00 degrees 04 minutes 00 seconds East, along the Easterly line of said City of Garland tract, a distance of 72.07 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB" set (surface northing 7,021,616.65 and easting 2,544,573.82) for the POINT OR PLACE OF BEGINNING;

THENCE South 32 degrees 20 minutes 16 seconds East, a distance of 29.82 feet to a onehalf inch steel rebar with yellow plastic cap makred "AZB" set for corner;

THENCE South 58 degrees 25 minutes 23 seconds East, a distance of 168.51 feet to a onehalf inch steel re bar with yellow plastic cap marked "AZB" set for corner;

THENCE South 57 degrees 12 minutes 18 seconds East, a distance of 12.69 feet to a onehalf inch steel rebar with yellow plastic cap marked "AZB" set for corner in the Westerly line of that certain tract of land described in deed to the James L. and Mildred E. Segroves Living Trust as recorded in Volume 94156, Page 2642 of said Deed Records;

THENCE South 00 degrees 04 minutes 00 seconds East, along the Westerly line of said Segroves tract, a distance of 20.34 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB" set for corner in the Northeasterly line of that certain tract of land described in deed to Dallas Area Rapid Transit (DART, 100.00 foot width) as recorded in Volume 97022, Page 5417 of said Deed Records, from which a one-half inch steel rebar

found (controlling monument) bears South 00 degrees 04 minutes 00 seconds East, a distance of 2.19 feet;

THENCE North 56 degrees 58 minutes 36 seconds West, along the Northeasterly line of said DART tract, a distance of 202.96 feet to a one-half inch steel rebar with yellow plastic cap marked "AZB" set for the Southeasterly corner of said Lot 1, Block 1;

THENCE North 00 degrees 04 minutes 00 seconds West, along the Easterly line of said Lot 1, Block 1, a distance of 30.40 feet to the POINT OF BEGINNING and containing a computed area of 3.122 square feet or 0.0717 acres of land, more or less.

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

**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.**

Dallas County Texas Home Equity Security Instrument

Date of Security Instrument: July 26, 2007
Amount: \$444,000.00
Grantor(s): JAMES D. HARVEY, AN UNMARRIED MAN
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR REMINGTON MORTGAGE, LTD., ITS SUCCESSORS AND ASSIGNS
Current Mortgagee: WATERFALL VICTORIA GRANTOR TRUST II, SERIES G
Original Trustee: CAROLYN LANE
Mortgage Servicer and Address: Statebridge Company, LLC
4600 S. Syracuse St., Ste. 800
Denver, CO 80237
Recording Information: Recorded on 8/9/2007, as Instrument No. 20070285850 Dallas County, Texas
Legal Description: TRACT 1:
BEING LOT 6, IN BLOCK 4 OF CLUB CREEK ADDITION, AN ADDITION TO THE CITY OF GARLAND, DALLAS COUNTY, TEXAS AND MORE COMPLETELY DESCRIBED IN ATTACHED EXHIBIT "A"
Date of Sale: 6/2/2020
Earliest Time Sale Will Begin: 1:00 PM

2020 MAY 12 AM 10:15
FILED
DALLAS COUNTY CLERK
JENNIFER W. GIBSON

Place of Sale: The foreclosure sale will be conducted in the area designated by the Dallas County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosures sales are to take place, or if no place is designated by the Commissioners Court, the sale will be conducted at the place where the Notice of Trustee's Sale was posted.

WHEREAS, an Default Order was entered on 9/17/2019, under Cause No. DC-19-10541, in the 134th Judicial District Judicial District Court of Dallas County, Texas;

WHEREAS, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I **HEREBY APPOINT AND DESIGNATE SHELLEY ORTOLANI, MARY MANCUSO, MICHELE HREHA, FRANCESCA ORTOLANI, MICHELLE SCHWARTZ, GUY WIGGS, DAVID STOCKMAN, BRENDA WIGGS, DENISE BOERNER, DONNA STOCKMAN, TIM LEWIS, KATHY ARRINGTON, PAUL A. HOEFKER, ROBERT L. NEGRIN** or either one of them, as



4723952


Substitute Trustee, to act, either singly or jointly, under and by virtue of said Deed of Trust and hereby request said Substitute Trustees, or any one of them to sell the property in said Deed of Trust described and as provided therein. The address for the Substitute Trustee as required by Texas Property Code, Section 51.0075(e) is Aldridge Pite, LLP, 701 N. Post Oak Road, Suite 205, Houston, TX 77024. (713) 293-3618.

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 state above or within three (3) hours after that time.

NOTICE IS FURTHER GIVEN that, except to the extent that the Substitute Trustee(s) may bind and obligate the Mortgagors to warrant title to the Property under the terms of the Texas Home Equity Security Instrument, conveyance of the Property shall be made 'AS IS' 'WHERE IS' without any representations and warranties whatsoever, express or implied, and subject to all matters of record affecting the Property. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

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 the notice immediately.

EXECUTED in multiple originals on 5/8/2020.

By: 

Paul A. Hoefker, Attorney
Robert L. Negrin, Attorney
Aldridge Pite, LLP
701 N. Post Oak Road, Suite 205
Houston, TX 77024

Return to:
ALDRIDGE PITE, LLP
4375 JUTLAND DR., SUITE 200
P.O. BOX 17935
SAN DIEGO, CA 92177-0935
FAX #: 619-590-1385
866-931-0036

COMPLAINTS REGARDING THE SERVICING OF YOUR MORTGAGE SHOULD BE SENT TO THE DEPARTMENT OF SAVINGS AND MORTGAGE LENDING, 2601 NORTH LAMAR, SUITE 201, AUSTIN, TX 78705. A TOLL-FREE CONSUMER HOTLINE IS AVAILABLE AT 877-276-5550

TS Number: 075391-TX

NOTICE OF ASSESSMENT LIEN SALE

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WHEREAS, on or about February 4, 2020, 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 Medali Investment Corporation, the present owner of said real property, to Faulkner Point Homeowners Association, Inc. (the "Association"); and

WHEREAS, the said Medali Investment Corporation 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;

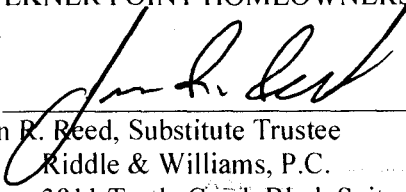
NOW, THEREFORE, notice is hereby given that on Tuesday, June 2, 2020, between 10 o'clock a.m. and 4 o'clock p.m., the Association will sell said real estate Outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, Dallas County, Texas, Dallas County, Texas, 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 205, Building J, Unit 102 and Unit 103, Building R, Units 104 and 205, Building P, Unit 105, Building A, and Unit 205, Building J, together with the undivided interest in and to the Common Elements appurtenant thereto, of Faulkner Point Condominium, Condominium Regime in the City of Garland, Dallas County, Texas, according to the Declaration thereof recorded in Volume 80172, Page 3996, refiled and rerecorded in Volume 80178, Page 2354, Supplemental Declarations recorded in Volume 80241, Page 673, Volume 81073, Page 1301, Volume 81075, Page 2571, Volume 81149, Page 2074, Volume 81210, Page 2406, Condominium Records, Dallas County, Texas (4488 Chaha Road #205)

WITNESS my hand this 31 day of March, 2020

FAULKNER POINT HOMEOWNERS ASSOCIATION, INC.

By: 
Jason R. Reed, Substitute Trustee

Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 500
Dallas, Texas 75219

COMMERCIAL CLERK
JOHN F. MANNEN

The within notice was posted by me on the ___ day of _____, 2020, at the Dallas County Courthouse in Dallas, Texas.

2020 MAY 12 PM 1:13

NOTICE OF ASSESSMENT LIEN SALE

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WHEREAS, on or about January 24, 2020, 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 Medali Investment Corporation, the present owner of said real property, to Faulkner Point Homeowners Association, Inc. (the "Association"); and

WHEREAS, the said Medali Investment Corporation 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, June 2, 2020, 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 205, Building P, Unit 102 and Unit 103, Building R, Units 104 and 205, Building P, Unit 105, Building A, and Unit 205, Building J, together with the undivided interest in and to the Common Elements appurtenant thereto, of Faulkner Point Condominium, Condominium Regime in the City of Garland, Dallas County, Texas, according to the Declaration thereof recorded in Volume 80172, Page 3996, refiled and rerecorded in Volume 80178, Page 2354, Supplemental Declarations recorded in Volume 80241, Page 673, Volume 81073, Page 1301, Volume 81075, Page 2571, Volume 81149, Page 2074, Volume 81210, Page 2406, Condominium Records, Dallas County, Texas (4456 Chaha Road #205)

WITNESS my hand this 31 day of March, 2020

FAULKNER POINT HOMEOWNERS ASSOCIATION,
INC.

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 _____ day of _____, 2020, at the Dallas County Courthouse in Dallas, Texas.

2020 MAY 12 PM 1:13
JOHN F. WARDEN
CLERK OF COUNTY COURTS
DALLAS COUNTY, TEXAS

NOTICE OF ASSESSMENT LIEN SALE

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WHEREAS, on or about November 21, 2019, 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 Medali Investment Corporation, the present owner of said real property, to Faulkner Point Homeowners Association, Inc. (the "Association"); and

WHEREAS, the said Medali Investment Corporation 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, June 2, 2020, 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 102, Building R, Unit 102 and Unit 103, Building R, Units 104 and 205, Building P, Unit 105, Building A, and Unit 205, Building J, together with the undivided interest in and to the Common Elements appurtenant thereto, of Faulkner Point Condominium, Condominium Regime in the City of Garland, Dallas County, Texas, according to the Declaration thereof recorded in Volume 80172, Page 3996, refiled and rerecorded in Volume 80178, Page 2354, Supplemental Declarations recorded in Volume 80241, Page 673, Volume 81073, Page 1301, Volume 81075, Page 2571, Volume 81149, Page 2074, Volume 81210, Page 2406, Condominium Records, Dallas County, Texas (4448 Chaha Road #102)

WITNESS my hand this 31 day of March, 2020

FAULKNER POINT HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
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 ___ day of _____, 2020, at the Dallas County Courthouse in Dallas, Texas.

2020 MAY 12 PM 1:14