

2726 CARY DR. MESQUITE, TX. 75150  
10611.0037

**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, David Garvin, Jack Beckman, Kelly Goddard, Michelle Schwartz, 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 12/18/2018 and recorded under Volume, Page or Clerk's File No. INSTRUMENT NUMBER 201800334340 in the real property records of Dallas County Texas, with 316 CAPITAL PROPERTIES LLC as Grantor(s) and CIVIC FINANCIAL SERVICES, LLC as Original Mortgagee.

**OBLIGATIONS SECURED:**

Deed of Trust or Contract Lien executed by 316 CAPITAL PROPERTIES LLC securing the payment of the indebtedness in the original principal amount of \$112,000.00 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 316 CAPITAL PROPERTIES LLC. CSMC 2020-BPL 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 2020-BPL 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 2020-BPL TRUST  
c/o FAY SERVICING LLC  
1601 LBJ Freeway, Suite 150

2020 MAY 11 PM 12:15  
JOHN E. MARRER  
COUNTY CLERK  
DALLAS COUNTY



Farmers Branch, TX 75006

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

LOT 16 BLOCK L CASA RIDGE HEIGHTS NO 1, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 39 PAGE 115 MAP RECORDS DALLAS COUNTY, TEXAS (the "Property")

**REPORTED PROPERTY**

**ADDRESS:** 2726 CARY DR, MESQUITE, TX 75150

**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).

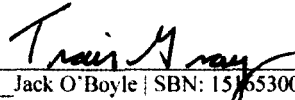
The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein need not appear at the date, time and place of a scheduled sale to announce the postponement, 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 3 day of May, 2020.

Respectfully,

JACK O'BOYLE & ASSOCIATES, PLLC

  
\_\_\_\_\_  
Jack O'Boyle | SBN: 15165300

[jack@jackoboyle.com](mailto:jack@jackoboyle.com)  
 Travis H. Gray | SBN: 24044965  
[travis@jackoboyle.com](mailto:travis@jackoboyle.com)

\_\_\_\_\_  
Chris S. Ferguson | SBN: 24069714  
[chris@jackoboyle.com](mailto: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

2609 SPICEBERRY LN, MESQUITE, TX, 75149  
181213.0043

2020 MAY -7 AM 11:04

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

JOHN F. WAGNER  
COUNTY CLERK  
DALLAS COUNTY, TEXAS

**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, Shellev Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Michelle Schwartz, Guv 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 08/29/2019 and recorded under Volume, Page or Clerk's File No. INSTRUMENT NO. 201900239951 in the real property records of Dallas County Texas, with MILAN GROUP INVESTMENTS 2 LLC, BY JOSE FRANCISCO MILAN AND CHRISTOPHER MILAN as Grantor(s) and ANCHOR LOANS, LP as Original Mortgagee.

**OBLIGATIONS SECURED:**

Deed of Trust or Contract Lien executed by MILAN GROUP INVESTMENTS 2 LLC, BY JOSE FRANCISCO MILAN AND CHRISTOPHER MILAN securing the payment of the indebtedness in the original principal amount of \$112,000.00 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 MILAN GROUP INVESTMENTS 2 LLC, BY JOSE FRANCISCO MILAN AND CHRISTOPHER MILAN. ANCHOR LOANS, LP 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. ANCHOR LOANS, LP is acting as the Mortgage Servicer for ANCHOR LOANS, LP who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. ANCHOR LOANS, LP, as Mortgage Servicer, is representing the Mortgagee, whose address is:

ANCHOR LOANS, LP



4723840

c/o ANCHOR LOANS, LP  
5230 LAS VIRGENES ROAD, SUITE 105  
CALABASAS, CA 91302

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

BEING LOT 23, BLOCK 56, OF SKYLINE ADDITION NO. FOUR, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 69190, PAGE 2163, MAP RECORDS, DALLAS COUNTY, TEXAS (the "Property")

**REPORTED PROPERTY**

**ADDRESS:** 2609 SPICEBERRY LN, MESQUITE, TX 75149

**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).

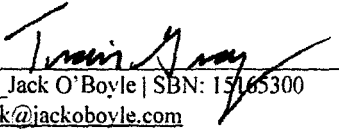
The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein need not appear at the date, time and place of a scheduled sale to announce the postponement, 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 2 day of May, 2020

Respectfully,

JACK O'BOYLE & ASSOCIATES, PLLC

  
\_\_\_\_\_  
Jack O'Boyle | SBN: 15165300  
[jack@jackoboyle.com](mailto:jack@jackoboyle.com)

Travis H. Gray | SBN: 24044965  
[travis@jackoboyle.com](mailto:travis@jackoboyle.com)

\_\_\_\_\_  
Chris S. Ferguson | SBN: 24069714  
[chris@jackoboyle.com](mailto: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

**NOTICE OF ASSESSMENT LIEN SALE**

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

WHEREAS, on or about May 23, 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 Jai Bikash Singh and Renu Singh Feagins, the present owners of said real property, to The Hills at Tealwood Homeowners' Association (the "Association"); and

WHEREAS, the said Jai Bikash Singh and Renu Singh Feagins have continued to default in the payment of their 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:

Lot 12, Block O, of The Hills at Tealwood, Phase 2, an addition to the City of Mesquite, Dallas County, Texas, according to the Plat thereof recorded in Volume 2003227, Page 237, of the Map Records of Dallas County, Texas; together with all buildings, fixtures and other real property improvements located on said real property; and the benefits and appurtenances on or appertaining to said real property and improvements (1504 Lone Star Court)

WITNESS my hand this 12 day of May, 2020

THE HILLS AT TEALWOOD HOMEOWNERS' ASSOCIATION

By: J 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

GETA

**NOTICE OF ASSESSMENT LIEN SALE**

STATE OF TEXAS                   §  
  §  
COUNTY OF DALLAS           §

WHEREAS, on or about July 31, 2018, 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 Kelly R. Jackson, the present owner of said real property, to The Hills at Tealwood Homeowners' Association (the "Association"); and

WHEREAS, the said Kelly R. Jackson 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;

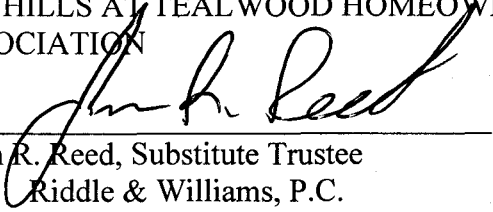
NOW, THEREFORE, notice is hereby given that on Tuesday, June 2, 2020, between 10 o'clock a.m. and 4 o'clock p.m., the Association will sell said real estate Outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, Dallas County, Texas, Dallas County, Texas, 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:

Lot 11, Block C, of The Hills at Tealwood, Phase I, an addition in the City of Mesquite, Dallas County, Texas, according to the Plat thereof as recorded in Volume 2003168, Page 94 of the Map Records, Dallas County, Texas (2840 Sonora Lane)

WITNESS my hand this 24 day of March, 2020

THE HILLS AT TEALWOOD HOMEOWNERS'  
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 24 day of MARCH, 2020, at the Dallas County Courthouse in Dallas, Texas.

ALREADY SETTING  
RECORDS SECTION  
2020 MAY 12 PM 1:13

FILED



CAUSE NO. DC-19-17032

IN RE: ORDER FOR FORECLOSURE  
CONCERNING

2840 Sonora Lane  
Mesquite, TX 75181

UNDER TEX. R. CIV. PROC. 736

AND KELLY R. JACKSON

§  
§  
§  
§  
§  
§  
§  
§

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

160TH JUDICIAL DISTRICT

ORDER FOR FORECLOSURE

On October 22, 2019, the Application for Foreclosure under Tex. R. Civ. Proc. 736 in the above-entitled cause of action was presented to the Court. **The Hills at Tealwood Homeowners' Association** (the "Association"), Petitioner herein, seeks an order pursuant to Tex. R. Civ. Proc. 736 to foreclose the Association's assessment lien against 2840 Sonora Lane, Mesquite, Texas 75181, and further described as follows:

Lot 11, Block C, of The Hills at Tealwood, Phase I , an addition in the City of Mesquite, Dallas County, Texas, according to the Plat thereof as recorded in Volume 2003168, Page 94 of the Map Records, Dallas County, Texas (2840 Sonora Lane) (hereinafter the "Property").

The Court finds that the Association's Application for Foreclosure complies with Rule 736.1 of the Tex. R. Civ. Proc. and was properly served in accordance with Rule 736.4 of the Tex. R. Civ. Proc. The Court further finds that Respondent has not previously filed a response, and the return of service has been on file with the clerk of the Court for at least 10 days before the date of this Order. The Court finds that the name and last known address of each respondent is as follows:

Kelly R. Jackson  
2840 Sonora Lane  
Mesquite, Texas 75181

Pursuant to Rule 736.7 of the Tex. R. Civ. Proc., all facts alleged in the Application for Foreclosure and supported by the affidavit of material facts constitute prima facie evidence of the truth of the matters alleged. The Court further finds as follows:

1. This proceeding is brought in the county in which all or part of the real property encumbered by the lien sought to be foreclosed is located.
2. The Association is governed by the Declaration of Covenants, Conditions and Restrictions for The Hills at Tealwood (the "Declaration"), as corrected and supplemented from time to time.
3. The Property is subject to and governed by the Declaration.
4. By virtue of Respondent's acquisition of the Property, Respondent agreed to and became obligated by the Declaration to pay to the Association all assessments for the expense of administration, maintenance, upkeep and repair of the Community as assessed in accordance with the Declaration, as more particularly shown in Article IV, Section 4.1 of the Declaration.
5. Article IV, Section 4.13(a) of the Declaration creates an assessment lien against the Property to secure payment of assessments and other charges pursuant to Tex. R. Civ. Proc. 735.1(c) and Tex. Prop. Code 209.0092.
6. Article IV, Section 4.13(b) of the Declaration further provides that the Association may foreclose its assessment lien by appropriate judicial or non-judicial proceedings.
7. During the period of Respondent's ownership, Respondent has been assessed maintenance fees in a non-discriminatory manner based on Respondent's ownership of the Property.

8. Article IV, Section 4.2 of the Declaration and Texas Property Code 5.006 provide for recovery of attorney's fees and expenses incurred in the collection of delinquent assessments.
9. As of October 14, 2019, Respondent is 61 months in default in her obligations to the Association for a total of Four Thousand Three Hundred and Fifty One Dollars and Twenty Seven Cents (\$4,351.27).
10. Respondent has been notified of the amounts due and unpaid attributed to Respondent's failure to pay the assessments and other charges by notice letter dated October 29, 2015.
11. A Notice of Lien was filed on or about July 31, 2018, at Document No. 201800204069 in the office of the County Clerk of DALLAS, Texas, and Respondent was notified of same by letter dated July 31, 2018.
12. The Association afforded Respondent thirty (30) days to cure the default pursuant to the July 31, 2018, letter, and such opportunity to cure the default has expired.
13. Prior to filing this Application, the Association performed all actions required under applicable law and the terms of the Declaration required prior to foreclosing the Association's assessment lien against the Property.

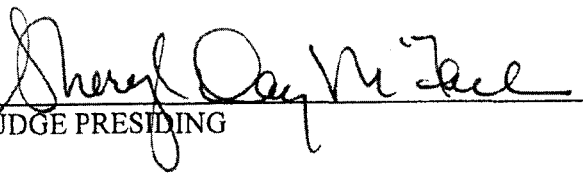
**THE COURT THEREFORE GRANTS** the Association's Application for Foreclosure under Tex. R. Civ. Proc. 736.

**IT IS THEREFORE ORDERED** that the Association may proceed with a foreclosure of its assessment lien on the Property under the terms of the Association's Declaration and Texas Property Code Section 51.002; and

**IT IS FURTHER ORDERED** that the Association shall send Respondent a copy of this Order with the notice of foreclosure sale sent to Respondent; and

**IT IS FURTHER ORDERED** that the Association may communicate with Respondent and all third parties as may be reasonably necessary to conduct the foreclosure sale of the Property.

SIGNED ON March 11, 2020.

  
JUDGE PRESIDING