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2025 FEB -5 PM 2:39

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

**NOTICE OF FORECLOSURE SALE**

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:

*Being Lot 3, in Block C, of Villages of Coppell, Phase IIIA, an Addition to the City of Coppell, Dallas County, Texas, according to the Plat recorded in Volume 91156, Page 1165 of 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:** Tuesday, March 4, 2025

**TIME:** At 1:00 P.M. or within three (3) hours thereafter

**PLACE:** As designated by the commissioner's court of Dallas County, Texas, more specifically:

The area outside on the North Side of the George Allen Courts Building located at 600 Commerce Street and facing Commerce Street below the overhang.

The ***Deed of Trust*** (as described below) permits the beneficiary 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. Such reposting or refiled may be after the date originally scheduled for this sale.

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 beneficiary 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 cash on the day the property is sold.

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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

**ANY BUYER OF THE PROPERTY WILL PURCHASE AT BUYER'S OWN RISK.**

**THE SALE OF THE PROPERTY HEREUNDER WILL BE MADE SUBJECT TO THE TERMS OF SALE ADDENDUM ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROPERTY WILL BE SOLD ON AN "AS IS" BASIS WITH ALL ITS FAULTS, WHETHER LATENT OR PATENT, AND ANY BUYER SHALL ACCEPT THE PROPERTY SUBJECT TO SUCH LIMITATIONS AND ON SUCH CONDITION. ANY BUYER SHALL TAKE THE ENTIRE RISK OF THE BARGAIN AS TO THE QUALITY OF THE PROPERTY OR LACK THEREOF AND THE RESULTING LOSS, IF ANY. FURTHER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY BUYER SHALL TAKE THE PROPERTY WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND OR CHARACTER FROM TRUSTEE OR ANY LIEN HOLDER WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, REGARDING THE PROPERTY IN ANY MANNER.**

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* (herein the "Deed of Trust") executed by **John David Dodd, III**, as grantor. The *Deed of Trust* is dated February 17, 2022 and is recorded in the office of the County Clerk of Dallas County, Texas, at Clerk's Instrument Number 202200048665, of the Official Public Records of Dallas County, Texas.

5. **Obligations Secured.** 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:

- (1) The *Promissory Note* (the "Note") dated February 17, 2022 in the original principal amount of **\$159,991.49** executed by John David Dodd, III and payable to the order of John David Dodd, II and wife, Betty Dodd;
- (2) All renewals, extensions and reinstatements of the two above-described notes.

**John David Dodd, Jr. and wife Betty Dodd** are the current owners and holders of the Obligations and are the beneficiaries under the Deed of Trust.

As of February 1, 2025, there was owed **\$184,866.11** on the Obligations, being principal, accrued and unpaid interest and other charges and advancements due thereunder as follows:

- (1) \$ 159,560.16 of unpaid principal;
- (2) \$ 19,080.95 of accrued and unpaid interest;
- (3) \$6,225.00 of other charges and advancements due thereunder.

Questions concerning the sale may be directed to the undersigned.

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 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.”**

Dated: February 4, 2025

  
\_\_\_\_\_  
Mark W. Sutherland, Trustee

***Trustee Contact Information:***

Mr. Mark W. Sutherland  
**MARK W. SUTHERLAND, P.C.**  
14465 Webb Chapel Rd., Suite 206  
Farmers Branch, TX 75234  
Tel: (972) 338-9221  
Fax: (972) 815-4656  
E-mail: [mark@marksutherlandpc.com](mailto:mark@marksutherlandpc.com)

## TERMS OF SALE ADDENDUM

At the Trustee's sale described above, the Property will be sold to the highest bidder for cash or cashiers checks. The purchase price is due and payable without delay upon acceptance of the bid unless that successful high bidder (the "Purchaser") and the Trustee agree upon a reasonable time for that purchaser to deliver the funds. If the funds are not tendered upon acceptance of the bid or within the agreed-upon time period, the sale will be reconvened and the Property re-auctioned.

### The Property sold is subject to the following conditions

1. Any statutory or court ordered restraint of the sale arising out of bankruptcy, pending litigation, receivership, or other legal proceedings involving any person who claims a legal or equitable interest in the Property;
2. The death or initiation of a probate proceeding of debtor or debtors or any person who claims a legal or equitable interest in the property;
3. Reinstatement or payoff of the loan secured by the Property or any other presale arrangement to satisfy the default; and
4. Any matter which may affect the validity of any element of the foreclosure process or foreclosure sale or act as a defense or bar to the foreclosure process.
5. Neither the Trustee nor the owner and holder of the lien described above make any warranty or representations of any nature, either expressed or implied, about the nature or condition of the Property or the status of the title to the Property to be sold.

### **Important**

#### **Notice:**

**The disclaimer of any warranty or representations of any nature, either expressed or implied, about the status of title to the Property to be sold expressly includes any warranty or representation with regard to the priority of the deed of trust lien granted in the Deed of Trust made the subject of this foreclosure versus the priority of any tax liens in favor of the United States Internal Revenue Service arising out of any notice of lien or levy issued by the United States Internal Revenue Service and recorded in the Official Public Records of Dallas County, Texas.**

**A dispute currently exists between John David Dodd, Jr and wife, Betty Dodd (collectively "Dodd") and the United States Internal Revenue Service as to the priority of Dodd's lien and that tax liens asserted by the United States Internal Revenue Service. Any and all warranties and representations regarding the**

**priority of Dodd's deed of trust lien over any liens claimed by the United States Internal Revenue Service are hereby expressly negated.**

6. The Purchaser will take the Property subject to any matter which may affect the validity of the sale as stated before.
7. As set forth in more detail within the body of this *Notice of Foreclosure Sale*, the Property will be sold "**AS IS**" in its present condition and subject to any ad valorem taxes for the current and prior years. The Property is identified herein by legal description. Any preprinted street address appearing on this *Notice of Sale* or any *Trustee's Deed* may or may not match the subject Property.
8. A *Trustee's Deed* will be prepared and recorded after the funds tendered have been paid by the issuing bank, usually within eight (8) business days of the sale.
9. In the event a defect or other problem with the sale is discovered prior to the issuance of the *Trustee's Deed*, the consideration paid will be returned to the Purchaser within a reasonable time after verification of the pertinent facts and the return of the funds shall be the such Purchaser's sole and absolute remedy. Each successful Purchaser be asked to sign an acknowledgment that the sale was subject to these terms. Trustee will not conclude any sales in which acknowledgment is not executed. If the Purchaser does not wish to execute such an acknowledgment, the Trustee will reconvene the sale and re-auction the Property.

**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:	August 1, 2005
Amount:	\$105,499.80
Grantor(s):	JAI B. POOLE AND CHERYL D. POOLE, HUSBAND AND WIFE
Original Mortgagee:	BENEFICIAL TEXAS INC
Current Mortgagee:	U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF LSF9 MASTER PARTICIPATION TRUST
Original Trustee:	MATTHEW D. RIEDL
Mortgage Servicer and Address:	FAY SERVICING, LLC 1601 LBJ Freeway, Suite 150 Farmers Branch, TX 75234
Recording Information:	Recorded on 8/9/2005, as Instrument No. 3462477 in Book 2005 154 Page 01263 and later modified by a loan modification agreement recorded as Instrument 202200162913 on 06/10/2022, Dallas County, Texas
Legal Description:	LOT THIRTY-SEVEN (37), BLOCK FOUR (4) OF SHERWOOD PARK SECTION TWO, AN ADDITION TO THE CITY OF COPPELL, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 84201, PAGE 2763, DALLAS COUNTY, TEXAS.
Date of Sale:	3/4/2025
Earliest Time Sale Will Begin:	10:00 AM

JOHN E. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
OFFICE

2025 FEB 10 PM 12:14

FILED

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 ORDER TO PROCEED WITH NOTICE OF FORECLOSURE SALE AND FORECLOSURE SALE was entered on 9/13/2024, under Cause No. DC-23-21149, in the 298th 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 JOHN BEAZLEY, LOGAN THOMAS, PHILLIP PIERCEALL, TERRY WATERS, DOUGLAS RODGERS, CLAY GOLDEN, BRUCE



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MILLER, JOSHUA SANDERS, RAMIRO CUEVAS, MATTHEW HANSEN, WESLEY FOWLER-WILLIAMS, AUCTION.COM, SHELLEY ORTOLANI, MARY MANCUSO, MICHELE HREHA, FRANCESCA ORTOLANI, GUY WIGGS, DAVID STOCKMAN, BRENDA WIGGS, DONNA STOCKMAN, JANET PINDER, BRANDY BACON, MICHELLE SCHWARTZ, JAMIE DWORSKY, ANGELA COOPER, CAROL DUNMON, PAYTON HREHA, CASPER RANKIN, LAUREL HANDLEY, HOLLIS HAMILTON or either one of them, as 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, 3333 Camino Del Rio South, Suite 225, San Diego, California 92108, (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 2/6/2025.

By: Hollis Hamilton  
Hollis Rose Hamilton, Attorney  
Aldridge Pite, LLP  
3333 Camino Del Rio South, Suite 225  
San Diego, California 92108

**Return to:**  
ALDRIDGE PITE, LLP  
3333 Camino Del Rio South, Suite 225  
P.O. BOX 17935  
SAN DIEGO, CA 92108-0935  
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