

TB

NOTICE OF FORECLOSURE SALE

FILED

Notice is hereby given of a public nonjudicial foreclosure sale.

2025 FEB -7 AM 8:30

1. Property To Be Sold. The property to be sold is described as follows:
- Lot 14, Block 7/8428, of Third Section Jackson Meadows, an addition to the City or Dallas, Dallas County, Texas, according to the map or plat thereof, recorded in Volume 78005, Page 16, Map Records of Dallas County, Texas.
2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date,

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

time, and place:

Date: Tuesday, March 4, 2025

Time: The sale shall begin no earlier than 1:00 p.m. or no later than three hours thereafter. The sale shall be completed no later than 4:00 p.m.

Place: The area of the North Side of the George Allen Courts Building in Dallas, Texas, designated by the Commissioner's Court pursuant to Section 51.002 of the Texas Property Code as a place where foreclosure sales are to take place.

The Deed of Trust 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 refiling 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 date 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. 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 nature and extent of such matters, if any.

Pursuant to the Deed of Trust, the beneficiary has the right to direct the trustee or substitute trustee to sell the property in one or more parcels and/or sell all or only part of the property.

Pursuant to 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 condition of the property.

Pursuant to the Texas Property Code, the trustee or substitute trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the sale.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.) and state law, including section 51.015 Texas Property Code. 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.

4. Type of Sale. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by that one certain Deed of Trust, Security Agreement and Assignment of Rents executed Lindan Properties, LLC, dated April 1, 2022, and recorded in Document Number 202200093947 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 in the original principal amount of \$2,450,000.00 executed by Lindan Properties, LLC and Retirement Holdings, L.P. payable to the order of BancorpSouth Bank (collectively the "Obligation"). Cadence Bank is the current owner and holder of the Obligation and is the beneficiary under the Deed of Trust.

6. Default and Request To Act. Default has occurred under the Deed of Trust, and the beneficiary has requested me, as trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

DATED: February 5, 2025.



Blake Rasner
Substitute Trustee
Haley & Olson, P.C.
100 N. Ritchie Road, Suite 200
Waco, Texas 76712
Telephone: (254) 776-3336
Facsimile: (254) 776-6823
Email: brasner@haleyolson.com

TD

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public nonjudicial foreclosure sale.

1. Property To Be Sold. The property to be sold is described as follows:

Lot 14-A, Block 5984, SUBDIVISION OF PART OF TRACTS 14 AND 15 OF KREST PARK ESATES #2, an unrecorded addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof, recorded in Volume 509, Page 1751, Deed Records, 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: The sale shall begin no earlier than 1:00 p.m. or no later than three hours thereafter. The sale shall be completed no later than 4:00 p.m.

Place: The area of the North Side of the George Allen Courts Building in Dallas, Texas, or as designated by the Commissioner's Court pursuant to Section 51.002 of the Texas Property Code as a place where foreclosure sales are to take place.

The Deed of Trust 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 refiling 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.

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

2025 FEB - 7 AM 8:30

FILED

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the date 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. 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 nature and extent of such matters, if any.

Pursuant to the Deed of Trust, the beneficiary has the right to direct the trustee or substitute trustee to sell the property in one or more parcels and/or sell all or only part of the property.

Pursuant to 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 condition of the property.

Pursuant to the Texas Property Code, the trustee or substitute trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the sale.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.) and state law, including section 51.015 Texas Property Code. 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

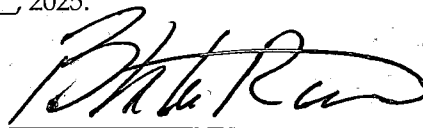
National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice.

4. Type of Sale. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by that one certain Deed of Trust executed Remnant of Faith Church, dated April 21, 2020, and recorded in Document Number 202000105604 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 in the original principal amount of \$915,000.00 executed by Remnant of Faith Church payable to the order of BancorpSouth Bank (collectively the "Obligation"). Cadence Bank is the current owner and holder of the Obligation and is the beneficiary under the Deed of Trust.

6. Default and Request To Act. Default has occurred under the Deed of Trust, and the beneficiary has requested me, as trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

DATED: February 5, 2025.



Blake Rasner
Substitute Trustee
Haley & Olson, P.C.
100 N. Ritchie Road, Suite 200
Waco, Texas 76712
Telephone: (254) 776-3336
Facsimile: (254) 776-6823
Email: brasner@haleyolson.com

NOTICE OF APPOINTMENT OF SUBSTITUTE TRUSTEE AND 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.

Date: February 6, 2025

NOTE: Promissory Note

Date: April 16, 2024

Maker: REVIBE HOMES LLC

Payee: Southern FlipCo Financial LLC

Original Principal Amount: \$503,550.00

DEED OF TRUST: Commercial Investor Deed of Trust and Security Agreement

Date: April 16, 2024

Grantor: REVIBE HOMES LLC

Trustee: NIGHTINGALE LAW GROUP PLLC

Beneficiary: Southern FlipCo Financial LLC

Recorded: recorded under 202400080130 in the Real Property Records of Dallas County, Texas on April 22, 2024.

LENDER/HOLDER: Southern FlipCo Financial LLC

BORROWER: REVIBE HOMES LLC

PROPERTY: 701 Woodlawn Ave, ^{Dallas} ~~Dallas~~, Texas 75208; being more fully described as follows:

LOT 10, BLOCK E/3436, OF MRS. L.G. BROWN, IDA Z. PARKER AND E. W. ROSE SUBDIVISION OF 30 ACRE TRACT IN SOUTH WEST COR OF THE G.S.C. LEONARD SURVEY, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 154 OF THE MAP AND/OR PLAT RECORDS OF DALLAS COUNTY, TEXAS.

Together with all improvements, easements, personal property, intangibles, rents, revenues, contracts, and rights appurtenant to the real property, as described in the Deed of Trust.

2025 FEB - 7 AM 9:52
JOHN E. WARREN
COUNTY CLERK
DALLAS COUNTY
PROPERTY

FILED

RECITALS:

- A. Southern FlipCo Financial, LLC (the "Holder") is the current owner and holder of the Promissory Note described below.
- B. The Promissory Note is secured by the Commercial Investor Deed of Trust described below.
- C. The Borrower named below is in default under the Promissory Note and the Commercial Investor Deed of Trust and the default has not been cured after receiving notice of default and opportunity to cure.
- D. The undersigned has accelerated the indebtedness evidenced by the Promissory Note.

NOTICE OF FORECLOSURE SALE:

Notice is given that the Property described below shall be sold at public auction on the date, at the time, and in accordance with the terms contained in this Notice of Foreclosure Sale and the applicable laws of the State of Texas.

1. Date, Time, and Place of Sale:

Date: The sale shall be held on **Tuesday, March 4, 2025.**

Time: The sale will begin at **10:00 AM** and will be conducted within three hours thereafter.

Place: In the area designated by the Commissioners Court of such County, pursuant to § 51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if no such place is so designated, the sale will take place in the area where this Notice of Foreclosure Sale is posted). Dallas County designates the Dallas County Fairgrounds – Building C, 4310 Highway 36 South, Rosenberg, Texas 77471.

2. Terms of Sale:

Because of the default in performance of the obligations secured by the Deed of Trust, the Trustee will sell the property "As Is" by public auction to the highest bidder for cash or cash equivalent.

3. Instrument to be Foreclosed:

The security instrument to be foreclosed is the Deed of Trust dated April 16, 2024, by REVIBE HOMES LLC, a Texas limited liability company, as grantor(s), to NIGHTINGALE LAW GROUP PLLC, as Trustee for the benefit of Holder as beneficiary, recorded under 202400080130 in the Real Property Records of Dallas County, Texas on April 22, 2024.

Subsequently, Casey Marcin, Katie Wollfarth, and Walker Smith were appointed substitute trustees on February 5, 2025, and recorded at Instrument Number: 202500022788. See Exhibit B.

Names and Address of Substitute Trustees:

The names of the Substitute Trustees are: NIGHTINGALE LAW GROUP PLLC, INCLUDING CASEY MARCIN, KATIE WOLLFARTH, AND WALKER SMITH.

The address of the Trustees is: 12140 Wickchester Lane, Suite 100, Houston, Texas 77079.

4. Obligations Secured:

The indebtedness evidenced by the Promissory Note in the original principal amount of five hundred three thousand five hundred fifty and 00/100 dollars (\$503,550.00) including all accrued and unpaid interest and all other amounts payable by the debtor[s] as described in the promissory note, any other related documents and all modifications, renewals, and extensions thereof. Holder is the current lien holder of the Deed of Trust and the current owner and holder of the Promissory Note.

5. Property to Be Sold:

The property to be sold is described as follows:

See attached Exhibit A incorporated herein as if set forth at length.

6. Additional Provisions:

Default has occurred in the payment of the Promissory Note and in the performance of the obligations of the Deed of Trust. Because of that default, Holder, has requested Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is given of Holder's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Holder's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

Notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust and applicable Texas law.

If Holder 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 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 released or 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 by Holder from the security interest of the Deed of Trust. Prospective bidders are 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, 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 Trustee.

This Notice of Foreclosure Sale is executed this 6th day of February 2025.

NIGHTINGALE LAW GROUP, PLLC

By: 

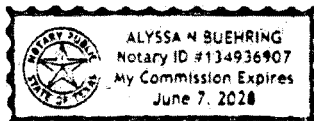
Walker Smith

12140 Wickchester Lane, Suite 111

Houston, Texas 77079

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 6th day of February 2025, by Walker Smith, as Trustee of Southern Flipco Financial, LLC, personally known to me to be the person whose name is subscribed to the foregoing instrument on behalf of Southern Flipco Financial, LLC.



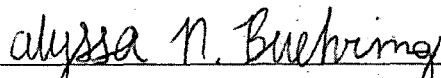

Notary Public in and for the State of Texas

EXHIBIT A

701 Woodlawn Ave, Dallas, Texas 75208, being more commonly known as follows:

LOT 10, BLOCK E/3436, OF MRS. L.G. BROWN, IDA Z. PARKER AND E. W. ROSE SUBDIVISION OF 30 ACRE TRACT IN SOUTH WEST COR OF THE G.S.C. LEONARD SURVEY, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 154 OF THE MAP AND/OR PLAT RECORDS OF DALLAS COUNTY, TEXAS.

EXHIBIT B

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

APPOINTMENT OF SUBSTITUTE TRUSTEES

ReVibe Homes LLC ("Grantor") executed the Commercial Investor Deed of Trust and Security Agreement dated April 16, 2024, and recorded at Document Number 202400080130 in the Official Records of Dallas County on April 22, 2024 ("Deed of Trust"), under which Grantor granted to Nightingale Law Group ("Trustee"), for the benefit of Southern FlipCo Financial LLC ("Lender"), liens and security interests in and to the real and personal property described in the Deed of Trust.

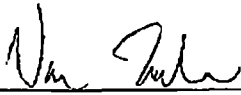
Lender is the owner and holder of the indebtedness secured by the Deed of Trust under Texas Property Code Section 51.002.

By the authority granted in the Deed of Trust and Texas Property Code section 51.0075, Lender appoints NIGHTINGALE LAW GROUP PLLC, including Casey Marcin, Katie Wollfarth, and Walker Smith, whose mailing address is 12140 Wickchester Lane, Suite 111, Houston, Texas 77079, as Substitute Trustees under the Deed of Trust, to act in the place of Trustee and any previous substitute Trustees according to the terms of the Deed of Trust and applicable law.

EXECUTED as of February 5, 2025.

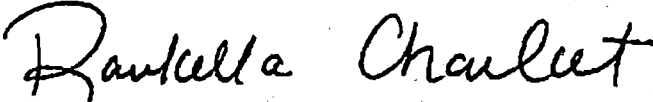
Lender:

SOUTHERN FLIPCO FINANCIAL LLC

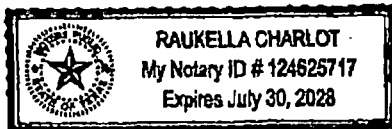
By: 
Warren Taake, Chief Accounting Officer

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 5th day of February 2025, by Warren Taake, as Chief Accounting Officer of Southern Flipco Financial, LLC, personally known to me to be the person whose name is subscribed to the foregoing instrument on behalf of Southern Flipco Financial, LLC.



Notary Public in and for the State of Texas



Dallas County
John F. Warren
Dallas County Clerk

Instrument Number: 202500022788

eRecording - Real Property

Recorded On: February 05, 2025 10:53 AM

Number of Pages: 2

" Examined and Charged as Follows: "

Total Recording: \$25.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 202500022788
Receipt Number: 20250205000286
Recorded Date/Time: February 05, 2025 10:53 AM
User: Vickey J
Station: Cc131

Record and Return To:

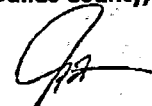
CSC Global



STATE OF TEXAS
COUNTY OF DALLAS

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED In the Official Records of Dallas County, Texas.

John F. Warren
Dallas County Clerk
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW", is written over the printed name of John F. Warren.

FILED

NOTICE OF FORECLOSURE SALE

2023 FEB 6 AM 10:32

Deed of Trust:

Dated: December 15, 2023
 Grantor: RIVERS EDGE INVESTMENTS, LLC, a Texas Limited Liability Company
 Trustee: Matthew C. Aycock
 Lender: CLIFF SINGER DEFINED BENEFIT PLAN, a California Benefit Plan, as to an undivided 100% interest
 Loan Servicer: CONRAD PROPERTIES, LLC, a Texas Limited Liability Company
 Recorded: **Instrument #202300253705**, recorded on December 19, 2023, in the official Real Property (Deed) Records of DALLAS County, Texas
 Secures: **Promissory Note** ("Note") in the original principal amount of \$170,000.00, executed Josue Correa, Managing Member of and on behalf of RIVERS EDGE INVESTMENTS, LLC ("Borrower") and payable to the order of Lender
 Maturity Date: June 15, 2024

JOHN F. WARREN
 COUNTY CLERK
 DALLAS COUNTY
 BY _____

Assignment of Mortgage:

Effective Date: September 4, 2024
 Grantor: **Cliff Singer Defined Benefit Plan**, a California Benefit Plan
 Lender: **CR Lending, LLC**, a Texas Limited Liability Company
 Loan Servicer: **Conrad Properties, LLC**, a Texas Limited Liability Company
 Recorded: **Instrument #202400179361**, recorded on September 5, 2024, in the official Real Property (Deed) Records of Dallas County, Texas
 Secures: **Promissory Note** ("Note") in the original principal amount of \$170,000.00

Assignment of Mortgage:

Effective Date: September 6, 2024
 Grantor: **CR Lending, LLC**, a Texas Limited Liability Company
 Lender: **Trancus, LLC**, a California Limited Liability Company
 Loan Servicer: **Conrad Properties, LLC**, a Texas Limited Liability Company
 Recorded: **Instrument #202400181220**, recorded on September 9, 2024, in the official Real Property (Deed) Records of Dallas County, Texas
 Secures: **Promissory Note** ("Note") in the original principal amount of \$170,000.00

Legal Description:

LOT 38, BLOCK NN/7135, GREENLEAF VILLAGE PHASE TWO, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 2002144, PAGE 1584, MAP RECORDS, DALLAS COUNTY, TEXAS; and more commonly known as 2605 Leath Ct., Dallas, DALLAS County, Texas 75212



FORECLOSURE SALE:

- Date: **Tuesday, March 4, 2025**
- 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 COMMISSIONERS 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, Ted Gambordella, 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, and/or Jeff Benton

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 its 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, then 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 HEREIN TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY, SUBSTITUTE TRUSTEE, OR OTHER AUTHORIZED AGENT OF THE MORTGAGEE OR LOAN SERVICER.

SUBSTITUTE TRUSTEE:



Bennett M. Wyse, Substitute Trustee
Texas State Bar No. 24008315
PRATT AYCOCK, LTD.
5910 N. Central Expwy, Suite 920
Dallas, Texas 75206
Direct Office Tele: 469-807-3043
Main Tele: 214-473-5551
Email: bwyse@prattaycock.com

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 OF SUBSTITUTE TRUSTEE'S SALE

**STATE OF TEXAS §
 §
COUNTY OF DALLAS §**

FILED
2025 FEB - 6 AM 10:50
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____

Date: February 6, 2025

Borrower: TIDES ON LEISURE OWNER LLC, a Delaware limited liability company

Borrower's Address: 11726 San Vicente Boulevard, Suite 414
Los Angeles, California 90049

Holder: NEWPOINT JV SUB BB, LLC, a Delaware limited liability company

Holder's Address: 5800 Tennyson Parkway, Suite 200
Plano Texas 75024

Mortgage Servicer: NewPoint Real Estate Capital LLC, a Michigan limited liability company

Mortgage Servicer's Address: 5800 Tennyson Parkway, Suite 200
Plano, Texas 75024

Substitute Trustees: Amy Simpson, Miranda Barton, Janice Wright, Shea Goodson, 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, Jeff Benton, and each of them acting alone

Substitute Trustees' Address: c/o Seyfarth Shaw LLP, 2323 Ross Avenue, Suite 1660, Dallas, Texas 75201

Deed of Trust: Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing

Date: August 31, 2022

Grantor: TIDES ON LEISURE OWNER, LLC a Delaware limited liability company

Lender: NEWPOINT JV LLC, a Delaware limited liability company

Trustee: William M. Woodall, an individual

Secures: Multifamily Note (“Note”), dated August 31, 2022, in the original principal amount of \$45,842,000.00, executed by Grantor, payable to the order of Lender and currently held by Holder.

Recording: Recorded on September 2, 2022, as Instrument Number 202200236716 of the Real Property Records of Dallas County, Texas (the “Records”), and as assigned to Holder, pursuant to that certain Assignment of Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of September 7, 2022, recorded as Instrument Number 202300005221 of the Records.

Property: All real property, improvements and personal property described as collateral in the Deed of Trust (defined above); the legal description of the real property is also, for the sake of convenience only, described in Exhibit A attached hereto and made a part hereof for all purposes; however, the description of the real property, improvements and personal property in the Deed of Trust will control to the extent of any conflict or any deficiency in such description contained in this Notice of Substitute Trustee’s Sale, it being the intent that the Foreclosure Sale will cover all property, real, personal, tangible and intangible, which constitutes collateral under, and described in, the Deed of Trust.

Foreclosure Sale

Date of Sale: Tuesday, March 4, 2025

Time of Sale: The sale of the Property will take place between the hours of 1:00 p.m. and 4:00 p.m. local time; the earliest time at which the sale will take place is 1:00 p.m., and the sale will begin within three hours thereafter.

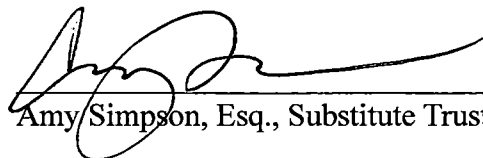
Place of Sale:

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 or as otherwise designated by the Dallas County Commissioners Court as the area where foreclosure sales are to take place

Holder has appointed Amy Simpson, Miranda Barton, Janice Wright, Shea Goodson, 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, Jeff Benton, and each of them acting alone, as Substitute Trustees under the Deed of Trust upon the contingency and in the manner outlined by the Deed of Trust and in accordance with Chapter 51 of the Texas Property Code. Default has occurred pursuant to the provisions of the Deed of Trust. The indebtedness evidenced by the Note is now wholly due. Holder, acting by and through Mortgage Servicer, has instructed Substitute Trustees, and each of them acting alone, to sell the Property toward the satisfaction of the Note.

The Deed of Trust may encumber both real and personal property. Notice is hereby given of Holder's election to proceed against and sell all the real property and any personal property described in the Deed of Trust in accordance with the Holder's rights and remedies under the Deed of Trust and Section 9.604 of the Texas Business and Commerce Code.

Notice is hereby given that on the Date of Sale, at the Time of Sale, Substitute Trustees, or any of them acting alone, will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "AS IS" and further subject to any valid leases of the Property, which leases shall not terminate as a result of the sale. THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION OR QUIET ENJOYMENT OR THE LIKE FOR THE PERSONAL PROPERTY INCLUDED IN THE SALE. Holder may bid by credit against the indebtedness secured by the Deed of Trust. The Substitute Trustee(s) conducting the Foreclosure Sale may, at their option, postpone the sale for a reasonable time to permit the highest bidder (if other than Holder) to produce cash to pay the purchase price bid, and the sale may be resumed if the bidder fails to produce cash to pay the purchase price within such time period, provided in any event the sale shall be concluded no later than 4:00 P.M. local time.

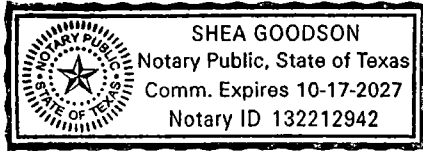


Amy Simpson, Esq., Substitute Trustee

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 6th day of February, 2025, by Amy Simpson, Esq., as Substitute Trustee.

[SEAL]



My Commission Expires:

10/17/2027

Shea Goodson
Notary Public, State of Texas

Shea Goodson
Printed Name of Notary

After recording return to:

Amy Simpson, Esq.
Seyfarth Shaw LLP
2323 Ross Avenue, Suite 1660,
Dallas, Texas 75201

EXHIBIT A

DESCRIPTION OF THE LAND

Tract 1:

BEING a 5.5409 acre tract of land situated in the John Jackson Survey, Abstract 699, City of Dallas, Dallas County, Texas and being known as Arbors on Forest Lane, an addition to the City of Dallas as recorded in Volume 81222, Page 48 of the Deed Records, Dallas County, Texas, and being that certain tract of land conveyed by Warranty Deed to Solaris LLC, as recorded in Instrument No. 201100074069 of the Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch rod with yellow cap marked RPLS 3989 set for corner for the Northwest corner of said Arbors on Forest Lane, from said rod set a 1/2 inch rod found bears North 69 degrees 16 minutes 18 seconds West, 0.53 feet, said rod set being in the South right-of-way line of Forest Lane (a variable width right-of-way), said rod set also being the Northeast corner of Wellington Place, an addition to the City of Dallas as recorded in Volume 83049, Page 536 of the Deed Records, Dallas County, Texas;

THENCE North 89 degrees 41 minutes 34 seconds East, along the North line of said Arbors on Forest Lane and said South right-of-way line, a distance of 477.41 feet to a point for corner from which a 1/2 inch iron rod found bears South 05 degrees 23 minutes 51 seconds East, 0.21 feet, said point also being located at a corner clip between said South right-of-way line and the Westerly right-of-way line of Leisure Drive (a 56 foot wide right-of-way);

THENCE South 44 degrees 14 minutes 15 seconds East, along said corner clip, a distance of 13.88 feet to a point for corner from which a 1/2 inch iron rod found bears South 14 degrees 41 minutes 25 seconds East, 0.22 feet, said iron rod set being in a curve to the right in said Westerly right-of-way line whose radius point bears North 87 degrees 46 minutes 03 seconds West, 677.00 feet;

THENCE in a Southwesterly direction along said curve to the right and said Westerly right-of-way line, through a central angle of 37 degrees 59 minutes 51 seconds, an arc distance of 448.97 feet to a 1/2 inch iron rod with yellow cap marked RPLS 3989 set for corner for the end of said curve;

THENCE South 40 degrees 13 minutes 48 seconds West, continuing along said Westerly right-of-way line, a distance of 158.61 feet to a 1/2 inch iron rod found for corner for the beginning of a curve to the left whose radius point bears South 49 degrees 46 minutes 11 seconds East, 718.00 feet;

THENCE in a Southwesterly direction along said curve to the left and said Westerly right-of-way line, through a central angle of 15 degrees 00 minutes 30 seconds, an arc distance of 188.08 feet to a 1/2 inch iron rod with yellow cap set for corner for the Southeast corner of said Arbors on Forest Lane and the Northeast corner of Arbor Park II, an addition to the City of Dallas as recorded in Volume 83026, Page 3700 of the Deed Records, Dallas County, Texas;

THENCE South 89 degrees 37 minutes 50 seconds West, along the common line between said Arbors on Forest Lane and said Arbor Park II, a distance of 119.93 feet to a 1/2 inch iron rod found for corner for the Southwest corner of said Arbors on Forest Lane and an angle point in the North line of said Arbor Park II, said iron rod found also being the Southeast corner of said Wellington Place;

THENCE North 00 degrees 18 minutes 16 seconds West, along the common line between said Arbors on Forest Lane and said Wellington Place, a distance of 697.90 feet to the PLACE OF BEGINNING and containing 241,360 square feet or 5.5409 acres of land.

Tract 2:

BEING a 5.000 acre tract of land situated in the John Jackson Survey, Abstract 699, City of Dallas, Dallas County, Texas and being known as Arbor Park I, an addition to the City of Dallas as recorded in Volume 83026, Page 3691 of the Deed Records, Dallas County, Texas, and being a portion of that certain tract conveyed to Solaris LLC, as recorded in Instrument No. 201100074069 of the Deed Records, Dallas County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a "PK" nail set in a railroad tie for corner for the Northwest corner of said Arbor Park I and the Southwest corner of Arbor Park II, an addition to the City of Dallas as recorded in Volume 83026, Page 3700 of the Deed Records, Dallas County, Texas, said iron rod set also being in the east line of Cambridge Condominiums, an addition to the City of Dallas as recorded in Volume 80065, Page 135 of the Deed Records, Dallas County, Texas;

THENCE North 89 degrees 18 minutes 06 seconds East, along the common line between said Arbor Park I and said Arbor Park II, a distance of 389.77 feet to a 1/2 inch iron rod with yellow cap marked RPLS 3989 set for corner for the Northeast corner of said Arbor Park I and the Southeast corner of said Arbor Park II, said iron rod set also being in the Westerly right-of-way line of Leisure Drive (a 56 foot wide right-of-way) and being in a curve to the left whose radius point bears North 73 degrees 31 minutes 08 seconds East, 718.00 feet;

THENCE in a Southeasterly direction along said curve to the left and said Westerly right-of-way line, through a central angle of 28 degrees 38 minutes 01 seconds, an arc distance of 358.82 feet to a 1/2 inch iron rod with yellow cap marked RPLS 3989 set for corner for the end of said curve, said iron rod set also being located at a corner clip between said Westerly right-of-way line and the Northwest right-of-way line of Skillman Street (a 120 foot wide right-of-way);

THENCE South 00 degrees 42 minutes 44 seconds East a distance of 14.19 feet to a 1/2 inch iron rod with yellow cap marked RPLS 3989 set for corner;

THENCE South 44 degrees 05 minutes 18 seconds West, along said Northwest right-of-way line, a distance of 188.62 feet to a 1 inch galvanized pipe found for corner for the most Southerly Southeast corner of said Arbor Park I and the Northeast corner of Skillman and L.B.J. Shopping Center, an addition to the City of Dallas as recorded in Volume 84055, Page 1392 of the Deed Records, Dallas County, Texas;

THENCE South 88 degrees 48 minutes 29 seconds West, along the common line between said Arbor Park I and said Skillman and L.B.J. Shopping Center, a distance of 435.00 feet to a 1/2 inch iron rod with yellow cap marked RPLS 3989 set for corner for the Southwest corner of said Arbor Park I and the Southeast corner of said Cambridge Condominiums;

THENCE North 00 degrees 41 minutes 54 seconds West, along the common line between said Arbor Park I and said Cambridge Condominiums, a distance of 459.02 feet to the PLACE OF BEGINNING and containing 217,802 square feet or 5.000 acres of land.

Tract 3:

BEING a 4.4175 acre tract of land situated in the John Jackson Survey, Abstract 699, City of Dallas, Dallas County, Texas and being known as Arbor Park II, an addition to the City of Dallas as recorded in Volume 83026, Page 3700 of the Deed Records, Dallas County, Texas, and being a portion of that certain tract conveyed by Warranty Deed to Solaris LLC, as recorded in Instrument No. 201100074069 of the Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with yellow cap marked RPLS 3989 set for corner for the Northwest corner of said Arbor Park II and the Southwest corner of Wellington Place, an addition to the City of Dallas as recorded in Volume 83049, Page 536 of the Deed Records, Dallas County, Texas, said iron rod set also being in the East line of Dallas Four Apartments, an addition to the City of Dallas as recorded in Volume 81154, Page 2312 of the Deed Records, Dallas County, Texas;

THENCE North 89 degrees 37 minutes 52 seconds East, along the common line between said Arbor Park II and said Wellington Place, a distance of 307.03 feet to a 1/2 inch iron rod found for corner for an angle point in the North line of said Arbor Park II, said iron rod found also being the Southeast corner of said Wellington Place and the Southwest corner of Arbors on Forest Lane, an addition to the City of Dallas as recorded in Volume 81222, Page 48 of the Deed Records, Dallas County, Texas;

THENCE North 89 degrees 37 minutes 50 seconds East, along the common line between said Arbor Park II and said Arbors on Forest Lane, a distance of 119.93 feet to a 1/2 inch iron rod found for corner in the Westerly right-of-way line of Leisure Drive (a 56 foot wide right-of-way) for the Northeast corner of said Arbor Park II and the Southeast corner of said Arbors on Forest Lane, said iron rod found being in a curve to the left whose radius point bears South 64 degrees 46 minutes 41 seconds East, 718.00 feet;

THENCE in a Southwesterly direction along said curve to the left and said Westerly right-of-way line, through a central angle of 41 degrees 42 minutes 11 seconds, an arc distance of 522.60 feet to a 1/2 inch iron rod with yellow cap marked RPLS 3989 set for corner for the Southeast corner of said Arbor Park II and the Northeast corner of Arbor Park I;

THENCE South 89 degrees 18 minutes 06 seconds West, along the common line between said Arbor Park I and Arbor Park II, a distance of 389.77 feet to a pk-nail set in a rail-road tie for the Southwest corner of said Arbor Park II and the Northwest corner of said Arbor Park I, said iron

rod set also being in the East line of Cambridge Condominiums, an addition to the City of Dallas as recorded in Volume 80065, Page 135 of the Deed Records Dallas County, Texas;

THENCE North 00 degrees 41 minutes 54 seconds West, along the common line between said Arbor Park I and said Cambridge Condominiums, a distance of 37.43 feet to a 1/2 inch rod with yellow cap marked RPLS 3989 set for corner from which a 1/2 inch rod with yellow cap marked Huitt-Zollars bears South 35 degrees 41 minutes 43 seconds West, 0.77 feet, said iron rod set being the Northeast corner of said Cambridge Condominiums and the Southeast corner of said Dallas Four Apartments;

THENCE due North, along the common line between said Arbor Park I and said Dallas Four Apartments, a distance of 221.00 feet to a 1/2 inch rod with yellow cap marked RPLS 3989 set for corner for an angle point in said common line;

THENCE North 89 degrees 48 minutes 55 seconds East, continuing along said common line, a distance of 2.20 feet to a 1/2 inch rod with yellow cap marked RPLS 3989 set for corner for an angle point in said common line;

THENCE due North, continuing along said common line, a distance of 253.22 feet to the PLACE OF BEGINNING and containing 192,428 square feet or 4.4175 acres of land.

FILED

NOTICE OF FORECLOSURE SALE

2023 FEB -6 AM 10:32

Deed of Trust:

Dated: September 22, 2022
 Grantor: PEOPLE PRIORITY SOLUTIONS, LLC, a Texas Limited Liability Company
 Trustee: Matthew C. Aycok
 Lender: CR LENDING, LLC, a Texas Limited Liability Company, as to an undivided 100% interest
 Loan Servicer: CONRAD PROPERTIES, LLC, a Texas Limited Liability Company
 Recorded: **Instrument #202200255005**, recorded on September 26, 2022, in the official Real Property (Deed) Records of Dallas County, Texas
 Secures: **Promissory Note** ("Note") in the original principal amount of \$180,000.00, executed by Lawrence Montrel Fuller a/k/a Lawrence Montrel Fuller III, Manager of and on behalf of PEOPLE PRIORITY SOLUTIONS, LLC ("Borrower") and payable to the order of Lender
 Maturity Date: March 22, 2023

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

Legal Description:

LOT 7, BLOCK A/1955, HAMILTON'S ADDITION, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 2, PAGE 150, MAP RECORDS OF DALLAS COUNTY, TEXAS; and commonly known as 2726 Carpenter Ave, Dallas, DALLAS County, Texas 75215

Substitute Trustee(s):

Bennett M. Wyse, Ted Gambordella, 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, and/or Jeff Benton

FORECLOSURE SALE:

Date: **Tuesday, March 4, 2025**
 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 COMMISSIONERS



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.

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 its 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, then 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
HEREIN TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT**

IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY, SUBSTITUTE TRUSTEE, OR OTHER AUTHORIZED AGENT OF THE MORTGAGEE OR LOAN SERVICER.

SUBSTITUTE TRUSTEE:



Bennett M. Wyse, Substitute Trustee
Texas State Bar No. 24008315
PRATT AYCOCK, LTD.
5910 N. Central Expwy, Suite 920
Dallas, Texas 75206
Office Tel: 469-807-3043
Alt. Tel: 214-473-5551
Email: bwyse@prattaycock.com

FILED

NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE

TRUSTEE 2025 FEB -6 AM 10:31

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. Sender is: Codilis & Moody, P.C., 20405 State Highway 249, Suite 170, Houston, TX 77070

INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION

Deed of Trust dated January 23, 2006 and recorded under Clerk's File No. 200600088122, in the real property records of DALLAS County Texas, with Richard R. Freeman as Grantor(s) and Home123 Corporation as Original Mortgagee.

Deed of Trust executed by Richard R. Freeman securing payment of the indebtedness in the original principal amount of \$56,800.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by Richard R. Freeman. U.S. Bank Trust Company, National Association, as trustee, as successor-in-interest to U.S. Bank National Association, as Trustee for Residential Asset Mortgage Products, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2006-NC3 is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

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. PHH Mortgage Corporation is acting as the Mortgage Servicer for the Mortgagee. PHH Mortgage Corporation, is representing the Mortgagee, whose address is: 1 Mortgage Way, Mount Laurel, NJ 08054.

Legal Description:

BEING LOT 1, BLOCK 23/7614, OF ALTA MESA PARK ESTATES, SECOND INSTALLMENT, AN ADDITION TO THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10, PAGE 210-A, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS. SAVE AND EXCEPT THE EAST 25 FEET OF SAID LOT 1.

SALE INFORMATION

Date of Sale: 03/04/2025

Earliest Time Sale Will Begin: 10:00 AM

Location of Sale: The place of the sale shall be: DALLAS County Courthouse, Texas at the following location: 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

TERMS OF SALE

A 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.

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. Pursuant to the Deed of Trust, the mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. 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.

The sale will begin at the earliest time stated above, or within three (3) hours after that time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

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.

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, Guy Wiggs, David Stockman, Brenda Wiggs, Donna Stockman, Janet Pinder, Brandy Bacon, Michelle Schwartz, Jamie Dworsky, Angela Cooper, Carol Dunmon, Payton Hreha, John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Joshua Sanders, Ramiro Cuevas, Matthew Hansen, Wesley Fowler-Williams, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Janet Pinder, Brandy Bacon, Jamie Dworsky, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or Auction.com, as Substitute Trustee.

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is:
Codilis & Moody, P.C.
20405 State Highway 249, Suite 170
Houston, TX 77070
(281) 925-5200

Executed on 01/31/2025.

/s/ Will Morphis SBOT No. 24131905, Attorney at Law
Codilis & Moody, P.C.
20405 State Highway 249, Suite 170
Houston, TX 77070
(281) 925-5200

Posted and filed by: _____

Printed Name: _____

C&M No. 44-24-01402

FILED

25-00035
316 CLASSEN DRIVE, DALLAS, TX 75218

2025 FEB -6 AM 10:31

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

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

Property: The Property to be sold is described as follows:

LOT 23, BLOCK 22/6134, LAKE HIGHLANDS ESTATES 6TH
INSTALLMENT, AN ADDITION TO THE CITY OF DALLAS, DALLAS
COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN VOLUME 18, PAGE 213, OF THE MAP RECORDS OF
DALLAS COUNTY, TEXAS.

Security Instrument: Deed of Trust dated August 31, 2005 and recorded on September 9, 2005 at Instrument
Number 3505152 in the real property records of DALLAS County, Texas, which contains
a power of sale.

Sale Information: March 4, 2025, at 11:00 AM, or not later than three hours thereafter, at the north side of
the George Allen Courts Building facing Commerce Street below the overhang, or as
designated by the County Commissioners Court.

Terms of Sale: Public auction to highest bidder for cash. In accordance with Texas Property Code
section 51.009, the Property will be sold as is, without any expressed or implied
warranties, except as to warranties of title, and will be acquired by the purchaser at its
own risk. In accordance with Texas Property Code section 51.0075, the substitute trustee
reserves the right to set additional, reasonable conditions for conducting the sale and will
announce the conditions before bidding is opened for the first sale of the day held by the
substitute trustee.

Obligation Secured: The Deed of Trust executed by DAVID COREY MATTHEWS secures the repayment of
a Note dated August 31, 2005 in the amount of \$207,100.00. DEUTSCHE BANK
NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY ABS
CAPITAL 1 INC. TRUST 2005-HE7, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-HE7, whose address is c/o Select Portfolio Servicing,
Inc., 3217 S. Decker Lake Dr., Salt Lake City, UT 84119, is the current mortgagee of the
Deed of Trust and Note and Select Portfolio Servicing, Inc. is the current mortgage
servicer for the mortgage. Pursuant to a servicing agreement and Texas Property Code
section 51.0025, the mortgagee authorizes the mortgage servicer to administer the
foreclosure on its behalf.

Substitute Trustee: In accordance with Texas Property Code section 51.0076 and the Security Instrument
referenced above, mortgagee and mortgage servicer's attorney appoint the substitute
trustees listed below.

**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.**

**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**



4834020

FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

Nicki Company

De Cubas & Lewis, P.C.
Nicki Company, Attorney at Law
PO Box 5026
Fort Lauderdale, FL 33310

Shelley Ortolani

Substitute Trustee(s): John Beazley, Bob Dickerson, Aaron Parker, Logan Thomas, Rick Montgomery, Phillip Pierceall, Terry Waters, Douglas Rodgers, Cary Corenblum, Matthew Hansen, Joshua Sanders, Clay Golden, Craig Muirhead, Shawn Schiller, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Michelle Schwartz, Guy Wiggs, David Stockman, Brenda Wiggs, Denise Boerner, Donna Stockman, Kathy Arrington, Tim Lewis, Russell Stockman, Janet Pinder, Breda Wiggs, Carol Dunmon, Jane Kline, Payton Hreha, Chasity Lewallen, Ramiro Cuevas, Bruce Miller, Brandy Bacon, Jamie Dworsky, Stockman Foreclosure Services Inc., Angela Cooper, Wesley Fowler-Williams, Carol Dunmon, Jeff Benton

c/o De Cubas & Lewis, P.C.
PO Box 5026
Fort Lauderdale, FL 33310

Certificate of Posting

I, _____, declare under penalty of perjury that on the _____ day of _____, 20____, I filed and posted this Notice of Foreclosure Sale in accordance with the requirements of DALLAS County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).

FILED

NOTICE OF SUBSTITUTE TRUSTEE'S SALE 2025 FEB -6 AM 10:30

JOHN F. WARREN
TARRANT COUNTY
BY
TRUSTEE

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.

February 5, 2025

Deed of Trust Security Agreement ("Deed of Trust"):

Dated: February 2, 2024
Grantor: Black Capital Investments Group, PLLC
Trustee: Schultz & Kellar, PLLC
Lender: Takada Inc LP
Recorded in: Document No. 202400023680 in the real property records of Dallas County, Texas
Secures: Promissory Note ("Note") in the original principal amount of \$122,500.00 executed by Black Capital Investments Group, PLLC ("Borrower") and payable to the order of Lender

Legal Description: Being Lot 13, Block 7/1958, F.J. Tholl's Subdivision, an addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 102, Plat Records, Dallas County, Texas.

Being more commonly know as 2602 Southland Street, Dallas, TX 75215.

Foreclosure Sale Information:

Date: Tuesday, March 4, 2025

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: NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE

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 Takada Inc., LP's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Substitute Trustees: Rossina Ortega, William Smith, Geoffrey J. Henley, Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, Jane Kline, Payton Hreha or Chasity Lewallen

Appointment of Substitute Trustee:

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE 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.

The undersigned is the attorney for the Mortgagee and in such capacity does hereby remove the original trustee and all successor substitute trustees under the above-described Deed of Trust and appoints in their place, any to act, the substitute trustees identified in the Foreclosure Sale Information section of this notice, whose address is c/o Henley & Henley, P.C., 2520 Fairmount St., Ste. 200, Dallas, Texas 75201 as Substitute Trustee, who shall hereafter exercise all powers and duties to set aside the said original trustee under said Deed of Trust, and further does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein.

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, Takada Inc., LP, the owner and holder of the Note, 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 Mortgagee's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Takada Inc., LP'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, Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

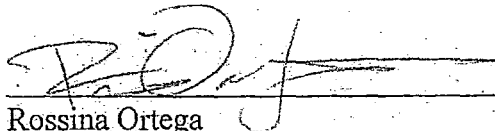
The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain 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 Takada Inc., LP. 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," purchaser(s) will buy the property "at the purchaser's own risk" and "at their own peril" and without any expressed or implied warranties. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interest of any kind that may survive the sale. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property and are encouraged to consult counsel of their choice prior to participating in the sale of the property.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.

Pursuant to section 51.0075(a) of the Texas Property Code, 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 Trustee.

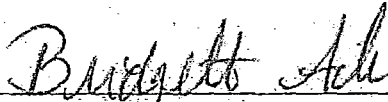


Rossina Ortega
2520 Fairmount St., Suite 200
Dallas, Texas 75201
rortega@henleylawpc.com
Tel: (214) 821-0222
Fax: (214) 821-0124

STATE OF TEXAS)

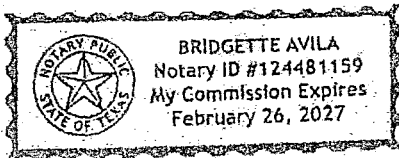
COUNTY OF DALLAS)

This instrument was acknowledged before me on February 5, 2025, by Rossina Ortega.



Notary Public, State of Texas

My commission expires: February 26, 2027



NOTICE OF TRUSTEE'S SALE

FILED

Owner(s): Thomas B. Hayes

Association: Twenty-One Turtle Creek Condominium Association

2025 FEB -5 AM 11:14

Declaration: Declaration of Condominium for Twenty-One Turtle Creek, as amended, recorded in the Official Public Records of Dallas County, Texas, under Volume 80077, Page 13.

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

Property: BEING UNIT NO. 1408, IN BUILDING A, AND AN UNDIVIDED INTEREST IN AND TO THE GENERAL AND LIMITED COMMON ELEMENTS OF TWENTY-ONE TURTLE CREEK, A CONDOMINIUM REGIME SITUATED IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE DECLARATION, RECORDED IN VOLUME 80077, PAGE 13, CONDOMINIUM RECORDS, DALLAS COUNTY, TEXAS; AND AS AMENDED BY MODIFICATION AGREEMENT FILED MAY 13, 1980, RECORDED IN VOLUME 80096, PAGE 1406, DEED RECORDS, DALLAS COUNTY, TEXAS, AS AFFECTED BY THE NOTICE OF FILING BY INSTRUMENT RECORDED IN VOLUME 2000012, PAGE 6619 OF THE DEED RECORDS OF DALLAS COUNTY, TEXAS. SUPPLEMENT IN VOLUME 2002125, PAGE 5077, DEED RECORDS OF DALLAS COUNTY, TEXAS

Trustee(s): Edward (Teddy) Holtz, Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002; Frank O. Carroll, Winstead PC, 600 West 5th Street, #900, Austin, Texas 78701

Date of Sale: March 4, 2025

Time of Sale: No earlier than 10:00 a.m. and no later than 1:00 p.m.

Place of Sale: The north side of the George Allen Courts Building, 600 Commerce Street, Dallas, Texas 75202, facing Commerce Street below the overhang, or as designated by the County Commissioners Court.

Statutory Disclosures: 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.

Pursuant to the Declaration and Ch. 82 of the Texas Property Code, the Association was granted the authority to levy assessments for common expenses and other charges against each property owner in the regime subject to the Declaration. Such unpaid assessments and other charges, being a personal obligation of the respective owner, are secured by a lien ("Lien") upon the respective property in said regime for which assessment is levied.

The Owner is in default in the payment of said assessments and remains in default after the Association sent demands for payment of all delinquent amounts to Owner. The Association intends to enforce its rights pursuant to the Declaration and applicable law and has appointed and directed Trustee to enforce said rights and powers set forth in the Declaration for the purpose of collecting the indebtedness secured by the Lien.

Notice is hereby given that on the Date of Sale and Time of Sale, Trustee will offer the Property for sale at public auction at the Place of Sale to the highest bidder(s) for cash as prescribed by the Declaration

and Section 51.002 of the Texas Property Code. The earliest time the sale will begin is the Time of Sale, and the sale will be conducted no later than three hours after that time. The sale pursuant to this Notice shall be made "as is" and "where is" and subject to any and all taxes, any other liens having priority over the Lien in favor of the Association, subject to all matters of record affecting the above-described property, and with no warranty of title whatsoever.



Edward (Teddy) Holtz
Trustee for Twenty-One
Turtle Creek Condominium Association
Winstead PC
600 Travis Street, Suite 5200
Houston, Texas 77002



Transaction History

Twenty-One Turtle Creek Condominium Association
Transaction Detail : 1/31/2024 - 1/31/2025

Date: 1/31/2025

Time: 11:03 am

Page: 1

Name: Thomas B. Hayes Address: 3883 Turtle Creek Blvd 1408 Unit 1408

Homeowner Account: 73692003007301 Homeowner Status: Owner - Stop Pay

Date	Description	Batch	Amount	Paid	Balance
	Previous Balance		\$1,739.07		\$ 1,739.07
02/01/2024	Interest Fee 2023	175482	13.66	-	1,752.73
02/01/2024	Monthly Assessment - Floor 2-23/08 2023	116286	762.10	-	2,514.83
02/01/2024	eCheck	0	-	750.00	1,764.83
02/11/2024	Assessment - Homeowner (Delinquent Fee) 2023	179587	100.00	-	1,864.83
03/01/2024	Interest Fee 2023	184752	8.24	-	1,873.07
03/01/2024	Monthly Assessment - Floor 2-23/08 2023	116286	762.10	-	2,635.17
03/11/2024	Assessment - Homeowner (Delinquent Fee) 2023	188552	100.00	-	2,735.17
03/26/2024	Pre Lien & Vesting Fees (Collection Fee) 2023	192692	225.00	-	2,960.17
04/01/2024	Interest Fee 2024	194415	21.96	-	2,982.13
04/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	3,863.89
04/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	199119	100.00	-	3,963.89
05/01/2024	Interest Fee 2024	204310	26.54	-	3,990.43
05/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	4,872.19
05/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	208670	100.00	-	4,972.19
05/15/2024	Attorney Prep Pac (Collection Fee) 2024	209836	150.00	-	5,122.19
06/01/2024	Interest Fee 2024	213827	33.89	-	5,156.08
06/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	6,037.84
06/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	217912	100.00	-	6,137.84
07/01/2024	Interest Fee 2024	223033	42.49	-	6,180.33
07/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	7,062.09
07/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	227252	100.00	-	7,162.09
08/01/2024	Interest Fee 2024	232318	49.84	-	7,211.93
08/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	8,093.69
08/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	236687	100.00	-	8,193.69
09/01/2024	Interest Fee 2024	242084	57.18	-	8,250.87
09/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	9,132.63
09/06/2024	Attorney Fee (Collection Fee) 2024	244213	30.00	-	9,162.63
09/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	246191	100.00	-	9,262.63
10/01/2024	Interest Fee 2024	251727	64.53	-	9,327.16
10/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	10,208.92
10/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	256905	100.00	-	10,308.92
11/01/2024	Interest Fee 2024	261679	72.13	-	10,381.05
11/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	11,262.81
11/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	265608	100.00	-	11,362.81
12/01/2024	Interest Fee 2024	273533	79.48	-	11,442.29
12/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	12,324.05
12/04/2024	Attorney Fee (Collection Fee) 2024	275324	322.94	-	12,646.99
12/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	279547	100.00	-	12,746.99
12/30/2024	Gate Access Fee 2024	285583	45.00	-	12,791.99
01/01/2025	Interest Fee 2025	286123	86.83	-	12,878.82
01/01/2025	Monthly Assessment - Floor 2-23/08 2025	284134	996.48	-	13,875.30
01/11/2025	Assessment - Homeowner (Delinquent Fee) 2025	291000	100.00	-	13,975.30
Total			\$14,725.30	(\$750.00)	\$13,975.30

NOTICE OF TRUSTEE'S SALE

FILED

Owner(s): Yumiko Kanno

2025 FEB -5 AM 11:14

Association: Twenty-One Turtle Creek Condominium Association

JOHN F. WARREN
COUNTY CLERK

Declaration: Declaration of Condominium for Twenty-One Turtle Creek, as amended, recorded in the Official Public Records of Dallas County, Texas, under Volume 80077, Page 13.

Property: SITUATED IN DALLAS COUNTY, TEXAS, AND BEING UNIT 2209 IN BUILDING A, PLUS AN UNDIVIDED .2339 PERCENT INTEREST IN THE COMMON ELEMENTS AS MORE FULLY DESCRIBED IN THE CONDOMINIUM DECLARATION OF 21 TURTLE CREEK CONDOMINIUMS, A CONDOMINIUM REGIME IN THE CITY OF DALLAS, TEXAS, ACCORDING TO THE DECLARATION THEREOF RECORDED IN VOLUME 80077, PAGE 13 OF THE CONDOMINIUM RECORDS OF DALLAS COUNTY, TEXAS

Trustee(s): Edward (Teddy) Holtz, Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002; Frank O. Carroll, Winstead PC, 600 West 5th Street, #900, Austin, Texas 78701

Date of Sale: March 4, 2025

Time of Sale: No earlier than 10:00 a.m. and no later than 1:00 p.m.

Place of Sale: The north side of the George Allen Courts Building, 600 Commerce Street, Dallas, Texas 75202, facing Commerce Street below the overhang, or as designated by the County Commissioners Court.

Statutory Disclosures: 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.

Pursuant to the Declaration and Ch. 82 of the Texas Property Code, the Association was granted the authority to levy assessments for common expenses and other charges against each property owner in the regime subject to the Declaration. Such unpaid assessments and other charges, being a personal obligation of the respective owner, are secured by a lien ("Lien") upon the respective property in said regime for which assessment is levied.

The Owner is in default in the payment of said assessments and remains in default after the Association sent demands for payment of all delinquent amounts to Owner. The Association intends to enforce its rights pursuant to the Declaration and applicable law and has appointed and directed Trustee to enforce said rights and powers set forth in the Declaration for the purpose of collecting the indebtedness secured by the Lien.

Notice is hereby given that on the Date of Sale and Time of Sale, Trustee will offer the Property for sale at public auction at the Place of Sale to the highest bidder(s) for cash as prescribed by the Declaration and Section 51.002 of the Texas Property Code. The earliest time the sale will begin is the Time of Sale, and the sale will be conducted no later than three hours after that time. The sale pursuant to this Notice shall be made "as is" and "where is" and subject to any and all taxes, any other liens having priority over the

Lien in favor of the Association, subject to all matters of record affecting the above-described property, and with no warranty of title whatsoever.



Edward (Teddy) Holtz
Trustee for Twenty-One
Turtle Creek Condominium Association
Winstead PC
600 Travis Street, Suite 5200
Houston, Texas 77002



Transaction History

Twenty-One Turtle Creek Condominium Association
Transaction Detail : 1/31/2024 - 1/31/2025

Date: 1/31/2025
Time: 11:05 am
Page: 1

Name: Yumiko Kanno Address: 3883 Turtle Creek Blvd 2209 Unit 2209

Homeowner Account: 73692003022701 Homeowner Status: Owner - Stop Pay

Date	Description	Batch	Amount	Paid	Balance
	Previous Balance		\$4,921.95		\$ 4,921.95
02/01/2024	Interest Fee 2023	175482	40.18	-	4,962.13
02/01/2024	Monthly Assessment - Floor 2-23/09 2023	116287	701.52	-	5,663.65
02/11/2024	Assessment - Homeowner (Delinquent Fee) 2023	179587	100.00	-	5,763.65
03/01/2024	Interest Fee 2023	184752	41.02	-	5,804.67
03/01/2024	Monthly Assessment - Floor 2-23/09 2023	116287	701.52	-	6,506.19
03/11/2024	Assessment - Homeowner (Delinquent Fee) 2023	188552	100.00	-	6,606.19
03/26/2024	Pre Lien & Vesting Fees (Collection Fee) 2023	192711	225.00	-	6,831.19
04/01/2024	Interest Fee 2024	194415	54.22	-	6,885.41
04/01/2024	Monthly Assessment - Floor 2-23/09 2024	190023	811.66	-	7,697.07
04/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	199119	100.00	-	7,797.07
05/01/2024	Interest Fee 2024	204310	56.62	-	7,853.69
05/01/2024	Monthly Assessment - Floor 2-23/09 2024	190023	811.66	-	8,665.35
05/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	208670	100.00	-	8,765.35
05/15/2024	Attorney Prep Pac 2024	209850	150.00	-	8,915.35
06/01/2024	Interest Fee 2024	213827	63.38	-	8,978.73
06/01/2024	Monthly Assessment - Floor 2-23/09 2024	190023	811.66	-	9,790.39
06/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	217912	100.00	-	9,890.39
07/01/2024	Interest Fee 2024	223033	71.40	-	9,961.79
07/01/2024	Monthly Assessment - Floor 2-23/09 2024	190023	811.66	-	10,773.45
07/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	227252	100.00	-	10,873.45
08/01/2024	Interest Fee 2024	232318	78.16	-	10,951.61
08/01/2024	Monthly Assessment - Floor 2-23/09 2024	190023	811.66	-	11,763.27
08/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	236687	100.00	-	11,863.27
09/01/2024	Interest Fee 2024	242084	84.93	-	11,948.20
09/01/2024	Monthly Assessment - Floor 2-23/09 2024	190023	811.66	-	12,759.86
09/06/2024	Attorney Fee (Collection Fee) 2024	244214	30.00	-	12,789.86
09/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	246191	100.00	-	12,889.86
10/01/2024	Interest Fee 2024	251727	91.69	-	12,981.55
10/01/2024	Monthly Assessment - Floor 2-23/09 2024	190023	811.66	-	13,793.21
10/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	256905	100.00	-	13,893.21
11/01/2024	Attorney Fee (Collection Fee) 2024	261773	280.00	-	14,173.21
11/01/2024	Interest Fee 2024	261679	98.70	-	14,271.91
11/01/2024	Monthly Assessment - Floor 2-23/09 2024	190023	811.66	-	15,083.57
11/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	265608	100.00	-	15,183.57
12/01/2024	Interest Fee 2024	273533	107.80	-	15,291.37
12/01/2024	Monthly Assessment - Floor 2-23/09 2024	190023	811.66	-	16,103.03
12/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	279547	100.00	-	16,203.03
01/01/2025	Interest Fee 2025	286123	114.56	-	16,317.59
01/01/2025	Monthly Assessment - Floor 2-23/09 2025	284135	917.27	-	17,234.86
01/11/2025	Assessment - Homeowner (Delinquent Fee) 2025	291000	100.00	-	17,334.86
Total			\$17,334.86	\$-	\$17,334.86

NOTICE OF TRUSTEE'S SALE

FILED

Owner(s): Ami Baluch, an Unmarried Man, Individually and as Managing Member of Baluch Holdings, LLC, a Texas Limited Liability Company

2025 FEB -5 AM 11:14

Association: Twenty-One Turtle Creek Condominium Association

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

Declaration: Declaration of Condominium for Twenty-One Turtle Creek, as amended, recorded in the Official Public Records of Dallas County, Texas, under Volume 80077, Page 13.

Property: UNIT 115 IN BUILDING A AND ITS APPURTENANT UNDIVIDED INTEREST IN AND TO THE GENERAL AND LIMITED COMMON ELEMENTS OF TWENTY-ONE TURTLE CREEK CONDOMINIUMS, A CONDOMINIUM REGIME IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THE CONDOMINIUM DECLARATION, RECORDED IN/UNDER VOLUME 80077, PAGE 13, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS, TOGETHER WITH ANY AND ALL AMENDMENTS AND/OR SUPPLEMENTS THERETO

Trustee(s): Edward (Teddy) Holtz, Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002; Frank O. Carroll, Winstead PC, 600 West 5th Street, #900, Austin, Texas 78701

Date of Sale: March 4, 2025

Time of Sale: No earlier than 10:00 a.m. and no later than 1:00 p.m.

Place of Sale: The north side of the George Allen Courts Building, 600 Commerce Street, Dallas, Texas 75202, facing Commerce Street below the overhang, or as designated by the County Commissioners Court.

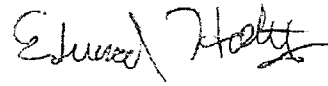
Statutory Disclosures: Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve 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.

Pursuant to the Declaration and Ch. 82 of the Texas Property Code, the Association was granted the authority to levy assessments for common expenses and other charges against each property owner in the regime subject to the Declaration. Such unpaid assessments and other charges, being a personal obligation of the respective owner, are secured by a lien ("Lien") upon the respective property in said regime for which assessment is levied.

The Owner is in default in the payment of said assessments and remains in default after the Association sent demands for payment of all delinquent amounts to Owner. The Association intends to enforce its rights pursuant to the Declaration and applicable law and has appointed and directed Trustee to enforce said rights and powers set forth in the Declaration for the purpose of collecting the indebtedness secured by the Lien.

Notice is hereby given that on the Date of Sale and Time of Sale, Trustee will offer the Property for sale at public auction at the Place of Sale to the highest bidder(s) for cash as prescribed by the Declaration and Section 51.002 of the Texas Property Code. The earliest time the sale will begin is the Time of Sale, and the sale will be conducted no later than three hours after that time. The sale pursuant to this Notice shall be made "as is" and "where is" and subject to any and all taxes, any other liens having priority over the

Lien in favor of the Association, subject to all matters of record affecting the above-described property, and with no warranty of title whatsoever.

A handwritten signature in black ink, appearing to read "Edward Holtz". The signature is written in a cursive style with a horizontal line underneath it.

Edward (Teddy) Holtz
Trustee for Twenty-One
Turtle Creek Condominium Association
Winstead PC
600 Travis Street, Suite 5200
Houston, Texas 77002

Name: Amir Baluch Address: 3883 Turtle Creek Blvd 115 Unit 115

Homeowner Account: 73692003004501 Homeowner Status: Owner - Stop Pay

Date	Description	Batch	Amount	Paid	Balance
	Previous Balance		\$752.32		\$ 752.32
02/01/2024	Interest Fee 2023	175482	5.44	-	757.76
02/01/2024	Monthly Assessment - Floor 1/15-16 2023	116303	1,011.94	-	1,769.70
02/11/2024	Assessment - Homeowner (Delinquent Fee) 2023	179587	100.00	-	1,869.70
03/01/2024	Interest Fee 2023	184752	6.27	-	1,875.97
03/01/2024	Monthly Assessment - Floor 1/15-16 2023	116303	1,011.94	-	2,887.91
03/11/2024	Assessment - Homeowner (Delinquent Fee) 2023	188552	100.00	-	2,987.91
03/26/2024	Pre Lien & Vesting Fees (Collection Fee) 2023	192694	225.00	-	3,212.91
04/01/2024	Interest Fee 2024	194415	24.07	-	3,236.98
04/01/2024	Monthly Assessment - Floor 1/15-16 2024	190039	1,170.82	-	4,407.80
04/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	199119	100.00	-	4,507.80
05/01/2024	Interest Fee 2024	204310	29.10	-	4,536.90
05/01/2024	Monthly Assessment - Floor 1/15-16 2024	190039	1,170.82	-	5,707.72
05/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	208670	100.00	-	5,807.72
05/15/2024	Attorney Prep Pac 2024	209845	150.00	-	5,957.72
06/01/2024	Interest Fee 2024	213827	38.85	-	5,996.57
06/01/2024	Monthly Assessment - Floor 1/15-16 2024	190039	1,170.82	-	7,167.39
06/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	217912	100.00	-	7,267.39
07/01/2024	Interest Fee 2024	223033	49.86	-	7,317.25
07/01/2024	Monthly Assessment - Floor 1/15-16 2024	190039	1,170.82	-	8,488.07
07/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	227252	100.00	-	8,588.07
08/01/2024	Interest Fee 2024	232318	59.62	-	8,647.69
08/01/2024	Monthly Assessment - Floor 1/15-16 2024	190039	1,170.82	-	9,818.51
08/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	236687	100.00	-	9,918.51
09/01/2024	Interest Fee 2024	242084	69.37	-	9,987.88
09/01/2024	Monthly Assessment - Floor 1/15-16 2024	190039	1,170.82	-	11,158.70
09/06/2024	Attorney Fee (Collection Fee) 2024	244212	30.00	-	11,188.70
09/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	246191	100.00	-	11,288.70
10/01/2024	Interest Fee 2024	251727	79.13	-	11,367.83
10/01/2024	Monthly Assessment - Floor 1/15-16 2024	190039	1,170.82	-	12,538.65
10/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	256905	100.00	-	12,638.65
11/01/2024	Attorney Fee (Collection Fee) 2024	261774	280.00	-	12,918.65
11/01/2024	Interest Fee 2024	261679	89.14	-	13,007.79
11/01/2024	Monthly Assessment - Floor 1/15-16 2024	190039	1,170.82	-	14,178.61
11/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	265608	100.00	-	14,278.61
11/27/2024	Work Order Fee 2024	272866	50.00	-	14,328.61
12/01/2024	Interest Fee 2024	273533	101.23	-	14,429.84
12/01/2024	Monthly Assessment - Floor 1/15-16 2024	190039	1,170.82	-	15,600.66
12/09/2024	Check # 00001582	0	-	9,000.00	6,600.66
12/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	279547	100.00	-	6,700.66
01/01/2025	Interest Fee 2025	286123	36.40	-	6,737.06
01/01/2025	Monthly Assessment - Floor 1/15-16 2025	284151	1,323.16	-	8,060.22
01/11/2025	Assessment - Homeowner (Delinquent Fee) 2025	291000	100.00	-	8,160.22
	Total		\$17,160.22	(\$9,000.00)	\$8,160.22

NOTICE OF TRUSTEE'S SALE

FILED

2025 FEB -5 AM 11:14

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

Owner(s): Lorraine Ramos
Association: Twenty-One Turtle Creek Condominium Association
Declaration: Declaration of Condominium for Twenty-One Turtle Creek, as amended, recorded in the Official Public Records of Dallas County, Texas, under Volume 80077, Page 13.

Property: APARTMENT UNIT 1207 AND THE SPACE ENCOMPASSED BY THE BOUNDARIES THEREOF ACCORDING TO THE DECLARATION OF CONDOMINIUM REGIME, THE OTHER LIMITED COMMON ELEMENTS APPURTENANT TO SAID APARTMENT UNIT AS SET FORTH IN THE DECLARATION OF CONDOMINIUM REGIME TOGETHER WITH ASSIGNED PARKING SPACES; AN UNDIVIDED .2559 PERCENT OWNERSHIP INTEREST IN THE GENERAL COMMON ELEMENTS OF TWENTY ONE TURTLE CREEK PROJECT AS SET FORTH IN DECLARATION OF CONDOMINIUM REGIME; TWENTY ONE TURTLE CREEK, A CONDOMINIUM APARTMENT PROJECT IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS, ACCORDING TO THAT CERTAIN DECLARATION OF CONDOMINIUM REGIME, DATED 2-27-80, ESTABLISHING A CONDOMINIUM REGIME THEREFORE AND THE EXHIBITS ATTACHED TO SUCH DECLARATION OF CONDOMINIUM REGIME AS A PART THEREOF FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF DALLAS COUNTY, TEXAS ON THE 16TH DAY OF APRIL, 1980, AND RECORDED IN VOLUME 80077, PAGE 0013, OF THE CONDOMINIUM RECORDS, DALLAS COUNTY, TEXAS, AND AMENDED BY INSTRUMENT DATED MAY 6, 1980, FILED MAY 13, 1980, RECORDED IN VOLUME 80099, PAGE 1406, DEED RECORDS, DALLAS COUNTY TEXAS

Trustee(s): Edward (Teddy) Holtz, Winstead PC, 600 Travis Street, Suite 5200, Houston, Texas 77002; Frank O. Carroll, Winstead PC, 600 West 5th Street, #900, Austin, Texas 78701

Date of Sale: March 4, 2025

Time of Sale: No earlier than 10:00 a.m. and no later than 1:00 p.m.

Place of Sale: The north side of the George Allen Courts Building, 600 Commerce Street, Dallas, Texas 75202, facing Commerce Street below the overhang, or as designated by the County Commissioners Court.

Statutory Disclosures: 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.

Pursuant to the Declaration and Ch. 82 of the Texas Property Code, the Association was granted the authority to levy assessments for common expenses and other charges against each property owner in the regime subject to the Declaration. Such unpaid assessments and other charges, being a personal obligation of the respective owner, are secured by a lien ("Lien") upon the respective property in said regime for which assessment is levied.

The Owner is in default in the payment of said assessments and remains in default after the Association sent demands for payment of all delinquent amounts to Owner. The Association intends to enforce its rights pursuant to the Declaration and applicable law and has appointed and directed Trustee to enforce said rights and powers set forth in the Declaration for the purpose of collecting the indebtedness secured by the Lien.

Notice is hereby given that on the Date of Sale and Time of Sale, Trustee will offer the Property for sale at public auction at the Place of Sale to the highest bidder(s) for cash as prescribed by the Declaration and Section 51.002 of the Texas Property Code. The earliest time the sale will begin is the Time of Sale, and the sale will be conducted no later than three hours after that time. The sale pursuant to this Notice shall be made "as is" and "where is" and subject to any and all taxes, any other liens having priority over the Lien in favor of the Association, subject to all matters of record affecting the above-described property, and with no warranty of title whatsoever.



Edward (Teddy) Holtz
Trustee for Twenty-One
Turtle Creek Condominium Association
Winstead PC
600 Travis Street, Suite 5200
Houston, Texas 77002



Transaction History

Twenty-One Turtle Creek Condominium Association
Transaction Detail : 1/31/2024 - 1/31/2025

Date: 1/31/2025

Time: 11:04 am

Page: 1

Name: Lorraine Ramos Address: 3883 Turtle Creek Blvd 1207 Unit 1207

Homeowner Account: 73692003005501 Homeowner Status: Owner - Stop Pay

Date	Description	Batch	Amount	Paid	Balance
	Previous Balance			\$1.00	\$(1.00)
02/01/2024	Monthly Assessment - Floor 2-23/07 2023	116285	767.50	-	766.50
02/01/2024	Check # 001011	0	-	767.50	(1.00)
02/27/2024	Check # 1079	0	-	767.50	(768.50)
03/01/2024	Monthly Assessment - Floor 2-23/07 2023	116285	767.50	-	(1.00)
04/01/2024	Monthly Assessment - Floor 2-23/07 2024	190021	888.00	-	887.00
04/05/2024	Check # 001024	0	-	767.50	119.50
04/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	199119	100.00	-	219.50
05/01/2024	Interest Fee 2024	204310	1.00	-	220.50
05/01/2024	Monthly Assessment - Floor 2-23/07 2024	190021	888.00	-	1,108.50
05/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	208670	100.00	-	1,208.50
05/20/2024	Pre Lien & Vesting Fees (Collection Fee) 2024	211003	225.00	-	1,433.50
05/30/2024	Check # 000105	0	-	767.50	666.00
06/01/2024	Interest Fee 2024	213827	2.00	-	668.00
06/01/2024	Monthly Assessment - Floor 2-23/07 2024	190021	888.00	-	1,556.00
06/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	217912	100.00	-	1,656.00
07/01/2024	Interest Fee 2024	223033	11.28	-	1,667.28
07/01/2024	Monthly Assessment - Floor 2-23/07 2024	190021	888.00	-	2,555.28
07/01/2024	Check # 000102	0	-	767.50	1,787.78
07/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	227252	100.00	-	1,887.78
08/01/2024	Interest Fee 2024	232318	12.28	-	1,900.06
08/01/2024	Monthly Assessment - Floor 2-23/07 2024	190021	888.00	-	2,788.06
08/07/2024	Check # 110	0	-	767.50	2,020.56
08/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	236687	100.00	-	2,120.56
08/13/2024	Attorney Prep Pac Fee (Collection Fee) 2024	237346	150.00	-	2,270.56
09/01/2024	Interest Fee 2024	242084	13.28	-	2,283.84
09/01/2024	Monthly Assessment - Floor 2-23/07 2024	190021	888.00	-	3,171.84
09/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	246191	100.00	-	3,271.84
10/01/2024	Interest Fee 2024	251727	21.93	-	3,293.77
10/01/2024	Monthly Assessment - Floor 2-23/07 2024	190021	888.00	-	4,181.77
10/07/2024	Check # 000120	0	-	767.50	3,414.27
10/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	256905	100.00	-	3,514.27
11/01/2024	Interest Fee 2024	261679	22.94	-	3,537.21
11/01/2024	Monthly Assessment - Floor 2-23/07 2024	190021	888.00	-	4,425.21
11/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	265608	100.00	-	4,525.21
11/13/2024	Check # 000129	0	-	767.50	3,757.71
12/01/2024	Interest Fee 2024	273533	23.94	-	3,781.65
12/01/2024	Monthly Assessment - Floor 2-23/07 2024	190021	888.00	-	4,669.65
12/04/2024	Attorney Fee (Collection Fee) 2024	275405	322.35	-	4,992.00
12/09/2024	Check # 000132	0	-	767.50	4,224.50
12/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	279547	100.00	-	4,324.50
01/01/2025	Interest Fee 2025	286123	24.95	-	4,349.45
01/01/2025	Monthly Assessment - Floor 2-23/07 2025	284133	1,003.54	-	5,352.99
01/10/2025	Check # 000148	0	-	767.50	4,585.49
01/11/2025	Assessment - Homeowner (Delinquent Fee) 2025	291000	100.00	-	4,685.49
	Total		\$12,361.49	(\$7,676.00)	\$4,685.49

13

Notice of Foreclosure Sale

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

February 4, 2025

Deed of Trust ("Deed of Trust"):

Dated: June 16, 2023

Grantor: Kendallwood Drive, LLC

Trustee: Marcus Channing Morris

Lender: First Financial Bank

Recorded in: Official Records of Dallas County, Texas as Instrument Number 202300121949

Secures: Promissory Note ("Note") in the original principal amount of \$104,000.00, executed by Grantor and payable to the order of Lender: and all other indebtedness of Grantor to Lender.

Guaranty: The Note is guaranteed by Unconditional Guarantees executed by All Care Hospice, LLC, Daniel Blackburn, DCB Irrevocable Trust dated November 12, 2013 and Silver Leaf Assisted Living, LLC in favor of Lender.

Substitute Trustee: Mark S. Zachary

Substitute Trustee's Address: 400 Pine Street, Suite 800, Abilene, Texas 79601

Property (the "Property"):

The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, including the following described real property and all rights and appurtenances thereto: **Lot Two (2), Block C/7726, NORTHVIEW ADDITION, SECOND SECTION, an Addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume 45, Page 119 of the Map and/or Plat Records of Dallas County, Texas**

FILED

2025 FEB -4 PM 3:51

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

BY _____ DEPUTY

Foreclosure Sale:

- Date: March 4, 2025
- Time: The sale of the Property will be held between the hours of 10:00 a.m. and 4:00 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 North Side of the George Allen Courts Building facing Commerce Street below the overhang, Dallas, Dallas County, Texas; or in such other area as designated by the Commissioner's Court of Dallas County, Texas pursuant to Section 51.002 of the Texas Property Code. The George Allen Courts Building is located at 600 Commerce Street, Dallas, Dallas County, Texas.
- 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.

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, 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, and at purchaser's own risk. 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.

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.

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 MORTGAGEE SERVICER.

Effective February 4, 2025.

First Financial Bank

By: 

Luke Longhofer,
EVP, Chief Lending Officer


Mark S. Zachary, Substitute Trustee

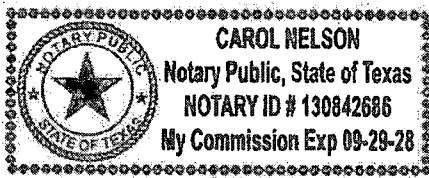
STATE OF TEXAS

§
§
§

COUNTY OF TAYLOR

BEFORE ME, the undersigned authority, on this day personally appeared **Luke Longhofer**, EVP, Chief Lending Officer of **First Financial Bank**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 3rd day of February, 2025.





NOTARY PUBLIC, STATE OF TEXAS

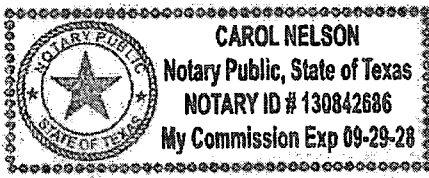
STATE OF TEXAS


§
§
§

COUNTY OF TAYLOR

BEFORE ME, the undersigned authority, on this day personally appeared **Mark S. Zachary**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 3rd day of February, 2025.





NOTARY PUBLIC, STATE OF TEXAS