

# NOTICE OF SUBSTITUTE TRUSTEE'S SALE

2145  
T.S. #: 2024-12553-TX

**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, Time, and Place of Sale** - The sale is scheduled to be held at the following date, time and place:

Date: 3/4/2025  
Time: The earliest time the sale will begin is 10:00 AM , or within three (3) hours after that time.  
Place: Dallas County Courthouse, Texas, at the following location: 600 Commerce St Dallas, Tx 75202 NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET Or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioners Court, pursuant to section 51.002 of the Texas Property Code.

**Property To Be Sold** - The property to be sold is described as follows:

Lot 8, Block H, CLOVERLEAF, an addition to the City of Mesquite, Dallas County, Texas, according to the map or plat thereof recorded under Clerk's File No. 202000244594, Official Public Records, Dallas County, Texas.

Commonly known as: 2932 PERCHERON DRIVE MESQUITE, TX 75150

**Instrument to be Foreclosed** – The instrument to be foreclosed is the Deed of Trust dated 3/22/2024 and recorded in the office of the County Clerk of Dallas County, Texas, recorded on 3/22/2024 under County Clerk's File No 202400058165, in Book -- and Page -- of the Real Property Records of Dallas County, Texas.

Grantor(s): SHINEA WRIGHT, AN UNMARRIED WOMAN  
Original Trustee: ANDREW J PERLMAN  
Substitute Trustee: Nestor Solutions, LLC, Auction.com, Brandy Bacon, Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, Jane Kline, Payton Hreha, Chasity Lewallen, Jeff Benton, Donna Stockman, Brenda Wiggs, David Stockman, Michelle Schwartz, Guy Wiggs, Kathy Arrington, Janet Pinder, Jim Mills, Susan Mills, Andrew Mills-Middlebrook, George Hawthorne, Ed Henderson, Graylin Jackson, Russell Stockman, Jamie Dworsky, Angela Cooper, Jeff Benton  
Original Mortgagee: Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for FIRST CONTINENTAL MORTGAGE, LTD., its successors and assigns  
Current Mortgagee: Freedom Mortgage Corporation  
Mortgage Servicer: Freedom Mortgage Corporation

BY  
JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

2025 JAN 30 PM 12:50

FILED

T.S. #: 2024-12553-TX

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 referenced property securing the above referenced loan.

**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 mortgagee thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold.

The sale will be made expressly subject to any title matters set forth in the deed of trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the deed of trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property. Pursuant to section 51.0075 of the Texas Property Code, the 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 first sale of the day held by the trustee or any substitute trustee.

**Obligations Secured** - The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including by not limited to (1) the promissory note in the original principal amount of \$292,592.00, executed by SHINEA WRIGHT, AN UNMARRIED WOMAN, and payable to the order of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for FIRST CONTINENTAL MORTGAGE, LTD., its successors and assigns; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of Trustor(s) to the current holder of the Obligations to the mortgagee under the deed of trust.

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Questions concerning the sale may be directed to the undersigned or to the Mortgagee:

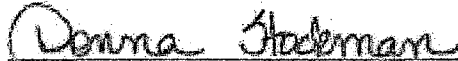
**Freedom Mortgage Corporation**  
**11988 EXIT 5 PKWY BLDG 4**  
**FISHERS IN 46037-7939**  
**Phone: (855) 690-5900**

T.S. #: 2024-12553-TX

**Default and Request to Act** - Default has occurred under the deed of trust, and the mortgagee has requested me, as Trustee, to conduct this sale. Notice is given that before the sale the mortgagee may appoint another person substitute trustee to conduct the sale.

Dated: 1-24-25

Nestor Solutions, LLC, Auction.com, Brandy Bacon, Shelley Ortolani, Michele Hreha, Mary Mancuso, Francesca Ortolani, Carol Dunmon, Jane Kline, Payton Hreha, Chasity Lewallen, Jeff Benton, Donna Stockman, Brenda Wiggs, David Stockman, Michelle Schwartz, Guy Wiggs, Kathy Arrington, Janet Pinder, Jim Mills, Susan Mills, Andrew Mills-Middlebrook, George Hawthorne, Ed Henderson, Graylin Jackson, Russell Stockman, Jamie Dworsky, Angela Cooper, Jeff Benton



c/o Nestor Solutions, LLC  
214 5th Street, Suite 205  
Huntington Beach, California 92648  
Phone: (888) 403-4115  
Fax: (888) 345-5501

For sale information visit: <https://www.xome.com> or Contact (800) 758-8052.

SENDER OF THIS NOTICE:  
AFTER FILING, PLEASE RETURN TO:

Nestor Solutions, LLC  
214 5th Street, Suite 205  
Huntington Beach, California 92648

FILED

24-01475  
724 CREEKSIDE DR, MESQUITE, TX 75181

2025 JAN 23 PM 1:11

**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 12, BLOCK L OF VALLEYCREEK ADDITION PHASE II, AN ADDITION TO THE CITY OF MESQUITE IN DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 86051, PAGE 3779, MAP RECORDS, DALLAS COUNTY, TEXAS.

Security Instrument: Deed of Trust dated December 1, 2017 and recorded on December 5, 2017 at Instrument Number 201700339324 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 ESTATE OF ARTIS L. CLAY AND BRENDA G. CLAY secures the repayment of a Note dated December 1, 2017 in the amount of \$175,000.00. NATIONSTAR MORTGAGE LLC, whose address is c/o Nationstar Mortgage, 8950 Cypress Waters Blvd., Coppell, TX 75019, is the current mortgagee of the Deed of Trust and Note and Nationstar Mortgage is the current mortgage servicer for the mortgagee. 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 FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**



4833076

*Shelley Ortolani*

*Nicki Company*

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

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

2025 JAN 23 PM 1:11



MILLER GEORGE & SUGGS

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY



Texas Office  
6080 Tennyson Pkwy, Suite 100  
Plano, Texas 75024  
Main: 972.532.0128  
Fax: 214.291.5507  
FLORIDA | TEXAS | GEORGIA

## NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on November 16, 2012, a certain Deed of Trust was executed by Linda R Kennedy as mortgagor in favor of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Proficio Mortgage Ventures, LLC, its successors and assigns as beneficiary and Alan E. South, Attorney at Law as trustee, and was recorded on, November 30, 2012, as Instrument No. 201200355572 in the Office of the County Clerk, Dallas County, Texas; and

WHEREAS, the Deed of Trust was insured by the United States Secretary of Housing and Urban Development (the Secretary) pursuant to the National Housing act for the purpose of providing single family housing; and

WHEREAS, the beneficial interest in the Deed of Trust is now owned by the Secretary pursuant to an assignment dated October 31, 2019, and recorded on January 8, 2020, as Instrument No. 202000005981 in the office of the County Clerk, Dallas County, Texas; and

WHEREAS, a default has been made in the covenants and conditions of the Deed of Trust in that all borrowers are deceased; and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Deed of Trust to be immediately due and payable.

NOW, THEREFORE, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on August 13, 2024 as Instrument No. 202400161772 notice is hereby given that on March 04, 2025 at 1:00 PM local time, or not later than three hours thereafter, all real and personal property at or used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder:

LOT 25 BLOCK 35 NORTHRIDGE ESTATES NO. 2, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 24, PAGE 111, MAP RECORDS, DALLAS COUNTY, TEXAS.

Commonly known as: 1411 Highland Street, Mesquite, TX 75149

24TX941-0027



4833309

The sale will be held at the north side of the George Allen Courts Building facing Commerce Street below the overhang, or as designated by the County Commissioners Court.

The Secretary of Housing and Urban Development will bid \$123,553.31.

There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his prorata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making their bids, all bidders except the Secretary must submit a deposit totaling \$12,355.33 in the form of a certified check or cashier's check made out to the Secretary of HUD. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of \$12,355.33 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the highest bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them.

The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a fee of \$500.00, paid in advance. The extension fee shall be in the form of a certified or cashier's check made payable to the Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due.

If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the foreclosure commissioner after consultation with the HUD representative, will be liable to HUD for any costs incurred as a result of such failure. The Commissioner may, at the direction of the HUD representative, offer the property to the second highest bidder for an amount equal to the highest price offered by that bidder.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant.

The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the

form of a certified or cashier's check payable to the Secretary of HUD, before public auction of the property is completed.

Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below.

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 send of this notice immediately.

Date: January 21, 2025



By: Dustin George  
Miller, George & Suggs, PLLC  
Foreclosure Commissioner  
6080 Tennyson Parkway, Suite 100  
Plano, TX 75024  
972-532-0128 Phone  
214-291-5507 Fax



FILED

2025 JAN 23 PM 1:10

4524 MEADOWVIEW DR  
MESQUITE, TX 75150

00000010356087

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

**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.

**1. Date, Time, and Place of Sale.**

Date: March 04, 2025

Time: The sale will begin at 10:00 AM or not later than three hours after that time.

Place: THE AREA OUTSIDE ON THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

**2. Terms of Sale. Cash.**

**3. Instrument to be Foreclosed.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated October 03, 2016 and recorded in Document CLERKS' FILE NO. 201600277993; AS AFFECTED BY LOAN MODIFICATION AGREEMENT INSTRUMENT NO. 2022-202200322573 real property records of DALLAS County, Texas, with JUSTIN LEE COLE A SINGLE MAN, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE, mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by JUSTIN LEE COLE A SINGLE MAN, securing the payment of the indebtednesses in the original principal amount of \$218,500.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. MIDFIRST BANK is the current mortgagee of the note and Deed of Trust or Contract Lien.

**5. Property to Be Sold.** The property to be sold is described in the attached Exhibit A.

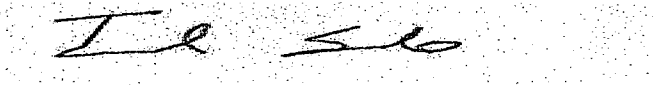
**6. Mortgage Servicer Information.** The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. MIDLAND MORTGAGE, A DIVISION OF MIDFIRST BANK, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o MIDLAND MORTGAGE, A DIVISION OF MIDFIRST BANK  
999 N.W. GRAND BLVD  
STE 110  
OKLAHOMA CITY, OK 73118-6077



**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.**

The undersigned as attorney for the mortgagee or mortgage servicer does hereby remove the original trustee and all successor substitute trustees and appoints in their stead JOHN BEAZLEY, LOGAN THOMAS, PHILLIP PIERCEALL, TERRY WATERS, DOUGLAS RODGERS, CLAY GOLDEN, BRUCE MILLER, RAMIRO CUEVAS, CARY CORENBLUM, MATTHEW HANSEN, JOSHUA SANDERS, AUCTION.COM, MICHELLE SCHWARTZ, GUY WIGGS, DAVID STOCKMAN, DONNA STOCKMAN, KATHY ARRINGTON, JANET PINDER, BRANDY BACON, JAMIE DWORSKY, STOCKMAN FORECLOSURE SERVICES INC., ROBERT FORSTER, JEFFREY FLEMING, ISRAEL SAUCEDO, OR RYAN BOURGEOIS whose address is c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320 as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original trustee under the 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.



Israel Saucedo

**Certificate of Posting**

My name is Donna Stockman, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320. I declare under penalty of perjury that on 1/23/25 I filed at the office of the DALLAS County Clerk and caused to be posted at the DALLAS County courthouse this notice of sale.



Declarants Name: Donna Stockman

Date: 1/23/25

4524 MEADOWVIEW DR  
MESQUITE, TX 75150

00000010356087

00000010356087

DALLAS

**EXHIBIT "A"**

BEING LOT 22, BLOCK 10 OF MEADOWVIEW FARMS, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 81201, PAGE 1824, MAP RECORDS, DALLAS COUNTY, TEXAS.

FILED

TS No.: 2024-01669-TX  
22-000198-673

2025 JAN 23 PM 1:08

**Notice of [Substitute] Trustee Sale**

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

**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.**

**1. Date, Time and Place of Sale.**

**Date:** 03/04/2025

**Time:** The sale will begin at 01:00 PM or not later than three hours after that time

**Place:** Dallas County, Texas at the following location: **NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONERS OFFICE PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE AS THE PLACE WHERE FORECLOSURE SALES ARE TO TAKE PLACE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS**

**Property Address:** 3120 COTTAGE LANE, MESQUITE, TX 75181

**2. Terms of Sale:** The sale will be conducted as a public auction to the highest bidder for cash. 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. Any conveyance of the property is subject to all matters of record affecting the property.

**3. Instrument to be Foreclosed:** The instrument to be foreclosed is the Deed of Trust or Contract Lien dated 06/19/2006 and recorded 06/26/2006 in Document 200600232151, real property records of Dallas County, Texas, with **RICKY FISHER, A MARRIED MAN & GLORIA FISHER, HIS SPOUSE, SIGNING PRO FORMA TO PERFECT LIEN ONLY** grantor(s) and WMC MORTGAGE CORP. as Lender, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as Beneficiary.

**4. Appointment of Substitute Trustee:** In accordance with Texas Property Code Sec. 51.0076, the undersigned authorized agent for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

**5. Obligation Secured:** Deed of Trust or Contract Lien executed by **RICKY FISHER, A MARRIED MAN & GLORIA FISHER, HIS SPOUSE, SIGNING PRO FORMA TO PERFECT LIEN ONLY**, securing the payment of the indebtedness in the original principal amount of **\$36,400.00**, and obligations therein described including but not limited to the promissory note; and all modifications, renewals and extensions of the promissory note. **Wells Fargo Bank, National Association, As Trustee for Securitized Asset Backed Receivables LLC Trust 2006-WM2 Mortgage Pass-Through Certificates, Series 2006-WM2** is the current mortgagee of the note and deed of trust or contract lien.

TS No.: 2024-01669-TX  
22-000198-673

## Notice of [Substitute] Trustee Sale

**6. Default:** A default has occurred in the payment of indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness.

**7. Property to be sold:** The property to be sold is described as follows:

**LOT 3, BLOCK I, OF PARKCHASE, PHASE ONE, ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2001115, PAGE 4 OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS.**

**8. Mortgage Servicer Information:** The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the property referenced above. **PHH Mortgage Corporation**, as Mortgage Servicer, is representing the current mortgagee, whose address is:

**C/O PHH Mortgage Corporation**

**PO BOX 24605**

**West Palm Beach, FL 33416-4605**

**Phone: 877-744-2506**

TS No.: 2024-01669-TX  
22-000198-673

## Notice of [Substitute] Trustee Sale

**9. Limitation of Damages:** 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.**

**Date:** 01/14/2025



Mark Bombick – Attorney or Authorized Agent of The Mortgagee or Mortgage Servicer

C/O Power Default Services, Inc.  
7730 Market Center Ave, Suite 100  
El Paso, TX 79912  
Telephone: 855-427-2204  
Fax: 866-960-8298

For additional sale information visit: [www.mwzmlaw.com/tx-investors](http://www.mwzmlaw.com/tx-investors)

**POWER DEFAULT SERVICES, INC. MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.**

### Certificate of Posting

I am Donna Stockman whose address is c/o AVT Title Services, LLC, 5177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on 1/23/25 I filed this Notice of Foreclosure Sale at the office of the Dallas County Clerk and caused it to be posted at the location directed by the Dallas County Commissioners Court.

**NOTICE OF FORECLOSURE 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 OR 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.**

**1. Property to Be Sold.** The property to be sold is described as follows: A CERTAIN TRACT OR PARCEL OF LAND IN DALLAS COUNTY, STATE OF TEXAS, DESCRIBED AS FOLLOWS, TO-WIT:

LOT 23, BLOCK 25 OF NORTHRIDGE ESTATES NO. 1 ADDITION, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS, ACCORDING TO THE REPLAT THEREOF RECORDED IN VOLUME 26, PAGE 157 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

**2. Instrument to be Foreclosed.** The instrument to be foreclosed is the Deed of Trust dated 07/18/2022 and recorded in Document 202200205329 real property records of Dallas County, Texas.

**3. Date, Time, and Place of Sale.** The sale is scheduled to be held at the following date, time, and place:

Date: 03/04/2025

Time: 01:00 PM

Place: Dallas County, Texas at the following location: NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONERS OFFICE or as designated by the County Commissioners Court.

**4. Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash. 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.

**5. Obligations Secured.** The Deed of Trust executed by GUSTAVO MARTINEZ AND ROXANNA ZAPATA GUTIERREZ, provides that it secures the payment of the indebtedness in the original principal amount of \$160,000.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. Pentagon Federal Credit Union is the current mortgagee of the note and deed of trust and PENFED CREDIT UNION is mortgage servicer. A servicing agreement between the mortgagee, whose address is Pentagon Federal Credit Union c/o PENFED CREDIT UNION, 6191 N. State Hwy 161, Ste. 500, Irving, TX 75038 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

**6. Order to Foreclose.** Pentagon Federal Credit Union obtained a Order from the 116th District Court of Dallas County on 01/07/2025 under Cause No. DC-24-19595. The mortgagee has requested a Substitute Trustee conduct this sale pursuant to the Court's Order.

**7. Substitute Trustee(s) Appointed to Conduct Sale.** In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

**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.**

Mackie Wolf Zientz & Mann, P.C.  
Brandon Wolf, Attorney at Law  
L. Keller Mackie, Attorney at Law  
Michael Zientz, Attorney at Law  
Lori Liane Long, Attorney at Law  
Chelsea Schneider, Attorney at Law  
Ester Gonzales, Attorney at Law  
Karla Balli, Attorney at Law  
Parkway Office Center, Suite 900  
14160 Dallas Parkway  
Dallas, TX 75254

FILED  
2025 JAN 23 PM 1:09  
JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY \_\_\_\_\_ DEPUTY

For additional sale information visit: [www.mwzmlaw.com/tx-investors](http://www.mwzmlaw.com/tx-investors)

Certificate of Posting

I am Donna Stockman whose address is c/o AVT Title Services, LLC, 5177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on 1/23/25 I filed this Notice of Foreclosure Sale at the office of the Dallas County Clerk and caused it to be posted at the location directed by the Dallas County Commissioners Court.

**NOTICE OF FORECLOSURE 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 OR 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.**

**1. Property to Be Sold.** The property to be sold is described as follows: BEING LOT 4, BLOCK 6, CASA VIEW HEIGHTS 18, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 36, PAGE 25, MAP RECORDS OF DALLAS COUNTY, TEXAS.

**2. Instrument to be Foreclosed.** The instrument to be foreclosed is the Deed of Trust dated 10/28/2022 and recorded in Document 20220284580 real property records of Dallas County, Texas.

**3. Date, Time, and Place of Sale.** The sale is scheduled to be held at the following date, time, and place:

Date: 03/04/2025

Time: 01:00 PM

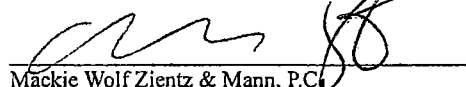
Place: Dallas County, Texas at the following location: NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONERS OFFICE or as designated by the County Commissioners Court.

**4. Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash. 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.

**5. Obligations Secured.** The Deed of Trust executed by TRILOGI HOLDINGS LLC, provides that it secures the payment of the indebtedness in the original principal amount of \$188,000.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR LEGACY MORTGAGE ASSET TRUST 2024-INV1 is the current mortgagee of the note and deed of trust and FAY SERVICING, LLC is mortgage servicer. A servicing agreement between the mortgagee, whose address is U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR LEGACY MORTGAGE ASSET TRUST 2024-INV1 c/o FAY SERVICING, LLC, 425 S. Financial Place, Suite 2000, Chicago, IL 60605 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

**6. Substitute Trustee(s) Appointed to Conduct Sale.** In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

**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.**

  
Mackie Wolf Zientz & Mann, P.C.  
Brandon Wolf, Attorney at Law  
L. Keller Mackie, Attorney at Law  
Michael Zientz, Attorney at Law  
Lori Liane Long, Attorney at Law  
Chelsea Schneider, Attorney at Law  
Ester Gonzales, Attorney at Law  
Karla Balli, Attorney at Law  
Parkway Office Center, Suite 900  
14160 Dallas Parkway  
Dallas, TX 75254

For additional sale information visit: [www.mwzmlaw.com/tx-investors](http://www.mwzmlaw.com/tx-investors)

Certificate of Posting

I am Donna Stockman whose address is c/o AVT Title Services, LLC, 5177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on 1/30/25 I filed this Notice of Foreclosure Sale at the office of the Dallas County Clerk and caused it to be posted at the location directed by the Dallas County Commissioners Court.

DEPUTY  
DALLAS COUNTY  
COUNTY CLERK  
JOHN F. WARREN  
2025 JAN 30 PM 12:51  
FILED



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

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

**APPOINTMENT  
OF SUBSTITUTE**

**TRUSTEE:**

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

**SUBSTITUTE**

**TRUSTEE'S**

**ADDRESS:**

c/o JACK O'BOYLE & ASSOCIATES, PLLC, Mailing Address: P.O. Box 815369, Dallas, TX 75381; Physical Address: 2727 Lyndon B. Johnson Frwy., Suite 525, Dallas, TX 75234.

**NOTICE OF**

**SUBSTITUTE**

**TRUSTEE SALE:**

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

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on March 04, 2025 between the hours of 1pm-4pm the Substitute Trustee will sell said real property at the place hereinafter set out and pursuant to the terms herein described. The sale will begin at the earliest time stated above or within three (3) hours after that time.

**LOCATION OF**

The place of the sale shall be: On the north side of the George Allen

4833894

FILED  
COUNTY CLERK  
JOHN F. WARREN  
DALLAS COUNTY  
BY

2025 JAN 30 AM 11:38

FILED

**SALE:** Courts Building facing Commerce Street below the overhang, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court in DALLAS County, Texas or as designated by the County Commissioners.

**INSTRUMENT**

**TO BE FORECLOSED:** Deed of Trust or Contract Lien dated 07/06/2023 and recorded under Volume, Page or Clerk's File No. DOC# 202300134709 in the real property records of Dallas County Texas, with HOMES NOW LLC as Grantor(s) and CAPITAL FUND I, LLC ISAOA as Original Mortgagee.

**OBLIGATIONS SECURED:** Deed of Trust or Contract Lien executed by HOMES NOW LLC securing the payment of the indebtedness in the original principal amount of \$206,000.00 and obligations therein described including but not limited to the promissory note and all the modifications, renewals and extensions of the promissory note (the "Note") executed by HOMES NOW LLC. CAPITAL FUND REIT, LLC is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

**MORTGAGE SERVICING INFORMATION:**

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan. CAPITAL FUND I, LLC is acting as the Mortgage Servicer for CAPITAL FUND REIT, LLC who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. CAPITAL FUND I, LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

CAPITAL FUND REIT, LLC  
c/o CAPITAL FUND I, LLC  
14555 N SCOTTSDALE ROAD SUITE #200  
SCOTTSDALE, AZ 85254

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

BEING LOT 30, BLOCK E, EASTERN HEIGHTS ADDITION NO. 4, AN ADDITION TO THE CITY OF MESQUITE, TEXAS, ACCORDING TO THE REVISED MAP THEREOF RECORDED IN VOLUME 70209, PAGE 1774, MAP RECORDS OF DALLAS COUNTY, TEXAS. (the "Property")

1405 E PARK DR

**REPORTED**

**PROPERTY ADDRESS:** 1405 E PARK DR, MESQUITE, TX 75149

**TERMS OF**

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

Pursuant to Section 51.009 of the Texas Property Code, the property will be sold in "AS IS, WHERE IS" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property and the priority of the lien being foreclosed.

The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Mortgagee and/or Mortgage Servicer thereunder to have the bid credited to the Note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. The sale shall not cover any part of the property that has been released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the priority, nature and extent of such matters, if any.

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and the sole and absolute remedy shall be the return to

purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagee and/or Mortgage Servicer, or its attorney(s).

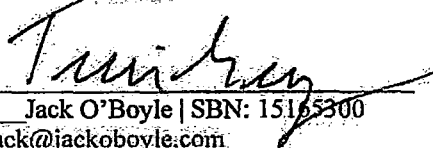
The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein need not appear at the date, time and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiled may be after the date originally scheduled for this sale.

**ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

Signed on the 26 day of July, 2025

Respectfully,

JACK O'BOYLE & ASSOCIATES, PLLC



Jack O'Boyle | SBN: 15165300

[jack@jackoboyle.com](mailto:jack@jackoboyle.com)

Travis H. Gray | SBN: 24044965

[travis@jackoboyle.com](mailto:travis@jackoboyle.com)

Chris Ferguson | SBN: 24069714

[chris@jackoboyle.com](mailto:chris@jackoboyle.com)

P.O. Box 815369

Dallas, Texas 75381

P: 972.247.0653 | F: 972.247.0642

ATTORNEYS FOR MORTGAGEE AND/OR ITS  
MORTGAGE SERVICER

**CERTIFICATE OF POSTING**

My name is \_\_\_\_\_, and my address is c/o 2727 Lyndon B. Johnson Frwy., Suite 525, Dallas, TX 75234. I declare under the penalty of perjury that on \_\_\_\_\_ I filed at the office of the Dallas County Clerk and caused to be posted at the Dallas County courthouse (or other designated place) this notice of sale.

Signed: \_\_\_\_\_

Declarant's Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

**APPOINTMENT  
OF SUBSTITUTE  
TRUSTEE:**

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

**SUBSTITUTE  
TRUSTEE'S  
ADDRESS:**

c/o JACK O'BOYLE & ASSOCIATES, PLLC, Mailing Address: P.O. Box 815369, Dallas, TX 75381; Physical Address: 2727 Lyndon B. Johnson Frwy., Suite 525, Dallas, TX 75234.

**NOTICE OF  
SUBSTITUTE  
TRUSTEE SALE:**

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

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on March 04, 2025 between the hours of 1pm-4pm the Substitute Trustee will sell said real property at the place hereinafter set out and pursuant to the terms herein described. The sale will begin at the earliest time stated above or within three (3) hours after that time.

**LOCATION OF** The place of the sale shall be: On the north side of the George Allen



4833869

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

2025 JAN 30 AM 11:38

FILED

**SALE:** Courts Building facing Commerce Street below the overhang, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court in DALLAS County, Texas or as designated by the County Commissioners.

**INSTRUMENT**

**TO BE FORECLOSED:** Deed of Trust or Contract Lien dated 05/25/2023 and recorded under Volume, Page or Clerk's File No. INSTRUMENT NUMBER 202300104614 in the real property records of Dallas County Texas, with SILVERS REI INC as Grantor(s) and CAPITAL FUND I, LLC ISAOA as Original Mortgagee.

**OBLIGATIONS SECURED:** Deed of Trust or Contract Lien executed by SILVERS REI INC securing the payment of the indebtedness in the original principal amount of \$168,000.00 and obligations therein described including but not limited to the promissory note and all the modifications, renewals and extensions of the promissory note (the "Note") executed by SILVERS REI INC. CAPITAL FUND REIT, LLC is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

**MORTGAGE SERVICING INFORMATION:**

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan. CAPITAL FUND I, LLC is acting as the Mortgage Servicer for CAPITAL FUND REIT, LLC who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. CAPITAL FUND I, LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

CAPITAL FUND REIT, LLC  
c/o CAPITAL FUND I, LLC  
14555 N SCOTTSDALE ROAD SUITE #200  
SCOTTSDALE, AZ 85254

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

LOT 16, BLOCK 14, OF EDGEMONT PARK ADDITION, FIFTH INSTALLMENT, AN ADDITION TO THE CITY OF MESQUITE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 42, PAGE 219 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS. (the "Property")

2140 AVIS ST

**REPORTED**

**PROPERTY** 2140 AVIS ST, MESQUITE, TX 75149

**ADDRESS:**

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

Pursuant to Section 51.009 of the Texas Property Code, the property will be sold in "AS IS, WHERE IS" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property and the priority of the lien being foreclosed.

The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Mortgagee and/or Mortgage Servicer thereunder to have the bid credited to the Note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. The sale shall not cover any part of the property that has been released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the priority, nature and extent of such matters, if any.

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or

2140 AVIS ST



Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagee and/or Mortgage Servicer, or its attorney(s).

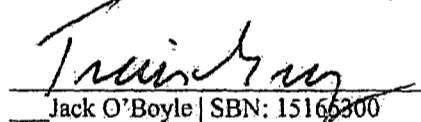
The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein need not appear at the date, time and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

**ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

Signed on the 17 day of July, 2025.

Respectfully,

JACK O'BOYLE & ASSOCIATES, PLLC



\_\_\_ Jack O'Boyle | SBN: 15166300

[jack@jackoboyle.com](mailto:jack@jackoboyle.com)

Travis H. Gray | SBN: 24044965

[travis@jackoboyle.com](mailto:travis@jackoboyle.com)

\_\_\_ Chris Ferguson | SBN: 24069714

[chris@jackoboyle.com](mailto:chris@jackoboyle.com)

P.O. Box 815369

Dallas, Texas 75381

P: 972.247.0653 | F: 972.247.0642

ATTORNEYS FOR MORTGAGEE AND/OR ITS  
MORTGAGE SERVICER

**CERTIFICATE OF POSTING**

My name is \_\_\_\_\_, and my address is c/o 2727 Lyndon B. Johnson Frwy., Suite 525, Dallas, TX 75234. I declare under the penalty of perjury that on \_\_\_\_\_ I filed at the office of the Dallas County Clerk and caused to be posted at the Dallas County courthouse (or other designated place) this notice of sale.

Signed: \_\_\_\_\_

Declarant's Name: \_\_\_\_\_

Date: \_\_\_\_\_