

25TX255-0004  
302 NEWSOM RD, MESQUITE, TX 75149

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## NOTICE OF FORECLOSURE SALE

Property: The Property to be sold is described as follows:  
  
SEE EXHIBIT A

Security Instrument: Deed of Trust dated April 26, 2024 and recorded on April 30, 2024 as Instrument Number 202400086234 in the real property records of DALLAS County, Texas, which contains a power of sale.

Sale Information: March 04, 2025, at 1:00 PM, 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 CHIZGOLD INC secures the repayment of a Note dated April 26, 2024 in the amount of \$174,250.00. BFSR5, LLC, whose address is c/o Boomerang Capital Partners, LLC, 2152 S. Vineyard #105, Mesa, AZ 85210, is the current mortgagee of the Deed of Trust and Note and Boomerang Capital Partners, LLC 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.

BY  
JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
2025 FEB - 6 AM 10:31

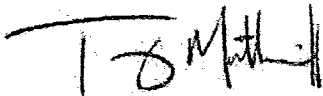


4834411

Substitute Trustee(s): John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Ramiro Cuevas, Cary Corenblum, Matthew Hansen, Joshua Sanders, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Kathy Arrington, Janet Pinder, Brandy Bacon, Jamie Dworsky, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Brenda Wiggs, Angela Cooper, Carol Dunmon, Payton Hreha, Jeff Benton, Jane Kline, Chasity Lewallen, Jim Mills, Susan Mills, Ed Henderson, Andrew Mills-Middlebrook, Dustin George

**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.**



Miller, George & Suggs, PLLC  
Tracey Midkiff, Attorney at Law  
Jonathan Andring, Attorney at Law  
Rachel Son, Attorney at Law  
6080 Tennyson Parkway, Suite 100  
Plano, TX 75024



Substitute Trustee(s): John Beazley, Logan Thomas, Phillip Pierceall, Terry Waters, Douglas Rodgers, Clay Golden, Bruce Miller, Ramiro Cuevas, Cary Corenblum, Matthew Hansen, Joshua Sanders, Michelle Schwartz, Guy Wiggs, David Stockman, Donna Stockman, Kathy Arrington, Janet Pinder, Brandy Bacon, Jamie Dworsky, Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Brenda Wiggs, Angela Cooper, Carol Dunmon, Payton Hreha, Jeff Benton, Jane Kline, Chasity Lewallen, Jim Mills, Susan Mills, Ed Henderson, Andrew Mills-Middlebrook, Dustin George  
c/o Miller, George & Suggs, PLLC  
6080 Tennyson Parkway, Suite 100  
Plano, TX 75024

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).

## EXHIBIT A

Being in the Town of Mesquite, Texas, and being out of the W.J. LEWIS SURVEY, ABSTRACT NO. 814 and the J.C. CHAPMAN SURVEY, ABSTRACT NO. 1669, being described by metes and bounds as follows: BEGINNING at a set 1/2 inch iron rod in the South line of Newsom Road (also known as the Mesquite-Forney Road), said point being 10.00 feet East of the East line of Carver Street and 140.00 feet West of the Northwest corner of a tract of land heretofore conveyed from C.F. Snyder, et al to the Trustees of Mesquite Independent School District; THENCE East along the South line of Newsom Road, a distance of 80.00 feet to a set 1/2 inch iron rod for corner said point being 60.00 feet from the Northwest corner of said Mesquite Independent School District Tract; THENCE South parallel to the West line of the said Mesquite Independent School District Tract, a distance of 131.00 feet to a found 1/2 inch pipe for corner; THENCE West parallel to the South line of Newsom Road 90.00 feet to a found 1/2 inch pipe in the East line of Carver Street for corner; THENCE North along the East line of Carver Street 121.00 feet to a set 1/2 inch iron rod for corner; THENCE North 45 degrees 00 minutes East, a distance of 14.14 feet to the PLACE OF BEGINNING and containing 11,740.00 square feet of 0.26 acres of land, more or less.

**FILED**

**Notice of Substitute Trustee's Sale**

**2025 FEB -5 PM 3:17**

Date: January 28, 2025

Trustee: Gaylene Lonergan  
Lonergan Law Firm PLLC  
12801 North Central Expressway, Suite 150, Dallas, Tx, 75243

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY MH DEPUTY

Lender: Philip Luong

Note: Promissory Note dated April 29, 2016 in the original principal amount of \$61,469.00, executed by Jamie Ramos.

Deed of Trust:

Date: April 29, 2016

Grantor: Sergio Perez and Alma Leticia Real

Lender: Philip Luong

Recording information:

Recorded under Instrument Number 201600117693 of the County Clerk's Records, Dallas County, Texas.

Property:

**Lot 10, Block A of MILES SMITH ADDITION, an addition in Dallas County, Texas, according to the Map thereof recorded in Volume 16, Page 55, Map Records, Dallas County, Texas, more commonly known as 2007 Rayburn Avenue, Mesquite, TX 75149.**

**Said Property more commonly known as 2007 Rayburn Avenue, Mesquite, TX 75149.**

County: Dallas

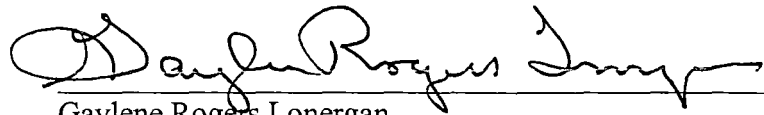
Date of Sale: March 4, 2025

Time of Sale: 10:00 a.m. - 12 p.m.

Place of Sale: At the North Side of the George Allen Courts Building, located at 600 Commerce Street, Dallas, Texas 75202 facing Commerce Street below the hanging, or as otherwise designated by the County Commissioners.

Gaylene Rogers Lonergan is the Trustee as appointed by Lender. Lender has instructed Trustee to offer the Property for sale toward the satisfaction of the Note.

Notice is given that on the Date of Sale, Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash. **THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE FOR THE PERSONAL PROPERTY IN THIS DISPOSITION.** The earliest time the sale will occur is the Time of Sale, and the sale will be conducted no later than three hours thereafter.

  
Gaylene Rogers Lonergan  
Lonergan Lawn Firm, P.L.L.C

STATE OF TEXAS

COUNTY OF DALLAS

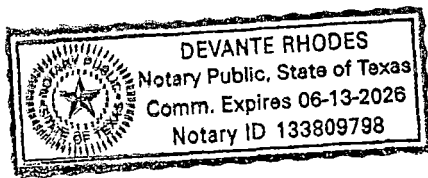
This instrument was acknowledged before me on this 27<sup>th</sup> day of January 2025, by Gaylene Rogers Lonergan, Trustee.



Notary Public in and for the State of Texas

My Commission Expires:

Print/Typed Name of Notary



NOTICE OF TRUSTEE'S SALE

FILED

Owner(s): H5R, LLC

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: UNIT 1016, BUILDING A, TWENTY-ONE TURTLE CREEK CONDOMINIUM, A CONDOMINIUM PROJECT SITUATED IN DALLAS COUNTY, TEXAS, ACCORDING TO THE DECLARATION OF CONDOMINIUM AND PLATS AND EXHIBITS ATTACHED THERETO OF RECORD IN VOLUME 80077, PAGE 13, OF THE CONDOMINIUM RECORDS OF DALLAS COUNTY, TEXAS, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS THEREOF, TOGETHER WITH THE LIMITED COMMON ELEMENTS APPURTENANT 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.

2025 FEB -5 AM 11:14  
JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
DEPUTY

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", written in a cursive style.

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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: 11:02 am

Page: 1

Name: H5R LLC Address: 3883 Turtle Creek Blvd 1016 Unit 1016

Homeowner Account: 73692003001601 Homeowner Status: Owner - Stop Pay

Date	Description	Batch	Amount	Paid	Balance
	<b>Previous Balance</b>		<b>\$13,247.08</b>		<b>\$ 13,247.08</b>
02/01/2024	Interest Fee 2023	175482	107.68	-	13,354.76
02/01/2024	Monthly Assessment - Floor 2-23/16-17 2023	116293	709.02	-	14,063.78
02/11/2024	Assessment - Homeowner (Delinquent Fee) 2023	179587	100.00	-	14,163.78
03/01/2024	Interest Fee 2023	184752	110.39	-	14,274.17
03/01/2024	Monthly Assessment - Floor 2-23/16-17 2023	116293	709.02	-	14,983.19
03/11/2024	Assessment - Homeowner (Delinquent Fee) 2023	188552	100.00	-	15,083.19
03/29/2024	Attorney Prep Pac (Collection Fee) 2023	193979	150.00	-	15,233.19
04/01/2024	Interest Fee 2024	194415	124.86	-	15,358.05
04/01/2024	Monthly Assessment - Floor 2-23/16-17 2024	190029	820.34	-	16,178.39
04/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	199119	100.00	-	16,278.39
05/01/2024	Interest Fee 2024	204310	107.69	-	16,386.08
05/01/2024	Monthly Assessment - Floor 2-23/16-17 2024	190029	820.34	-	17,206.42
05/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	208670	100.00	-	17,306.42
06/01/2024	Interest Fee 2024	213827	114.52	-	17,420.94
06/01/2024	Monthly Assessment - Floor 2-23/16-17 2024	190029	820.34	-	18,241.28
06/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	217912	100.00	-	18,341.28
07/01/2024	Interest Fee 2024	223033	121.36	-	18,462.64
07/01/2024	Monthly Assessment - Floor 2-23/16-17 2024	190029	820.34	-	19,282.98
07/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	227252	100.00	-	19,382.98
08/01/2024	Interest Fee 2024	232318	128.20	-	19,511.18
08/01/2024	Monthly Assessment - Floor 2-23/16-17 2024	190029	820.34	-	20,331.52
08/06/2024	Attorney Legal Fee 2024	234425	413.93	-	20,745.45
08/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	236687	100.00	-	20,845.45
09/01/2024	Interest Fee 2024	242084	135.03	-	20,980.48
09/01/2024	Monthly Assessment - Floor 2-23/16-17 2024	190029	820.34	-	21,800.82
09/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	246191	100.00	-	21,900.82
10/01/2024	Interest Fee 2024	251727	145.32	-	22,046.14
10/01/2024	Monthly Assessment - Floor 2-23/16-17 2024	190029	820.34	-	22,866.48
10/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	256905	100.00	-	22,966.48
11/01/2024	Attorney Fee (Collection Fee) 2024	261782	439.96	-	23,406.44
11/01/2024	Interest Fee 2024	261679	152.15	-	23,558.59
11/01/2024	Monthly Assessment - Floor 2-23/16-17 2024	190029	820.34	-	24,378.93
11/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	265608	100.00	-	24,478.93
12/01/2024	Interest Fee 2024	273533	162.66	-	24,641.59
12/01/2024	Monthly Assessment - Floor 2-23/16-17 2024	190029	820.34	-	25,461.93
12/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	279547	100.00	-	25,561.93
01/01/2025	Interest Fee 2025	286123	169.49	-	25,731.42
01/01/2025	Monthly Assessment - Floor 2-23/16-17 2025	284141	927.08	-	26,658.50
01/11/2025	Assessment - Homeowner (Delinquent Fee) 2025	291000	100.00	-	26,758.50
<b>Total</b>			<b>\$26,758.50</b>	<b>\$-</b>	<b>\$26,758.50</b>



NOTICE OF TRUSTEE'S SALE

FILED

2025 FEB -5 AM 11:14

JOHN F. WARREN  
COUNTY CLERK

Owner(s): Bradly Kenneth Pendleton  
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: THE FOLLOWING DESCRIBED CONDOMINIUM UNIT AND LIMITED COMMON ELEMENTS APPURTENANT THERETO, TOGETHER WITH AN UNDIVIDED INTEREST IN THE GENERAL COMMON ELEMENTS LOCATED IN AND BEING PART OF TWENTY-ONE TURTLE CREEK CONDOMINIUM, A CONDOMINIUM PROJECT IN DALLAS COUNTY, TEXAS, AS FULLY DESCRIBED IN AND AS LOCATED, DELINEATED AND AS DEFINED IN THE CONDOMINIUM DECLARATION TOGETHER WITH THE SURVEY PLAT, BY-LAWS AND EXHIBITS ATTACHED THERETO, RECORDED IN/UNDER VOLUME 80077, PAGE 13 CONDOMINIUM RECORDS OF DALLAS COUNTY, TEXAS: CONDOMINIUM UNIT NUMBER 608, IN BUILDING A, AND THE SPACE ENCOMPASSED BY THE BOUNDARIES THEREOF

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.



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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: 11:01 am

Page: 1

Name: Bradley Kenneth Pendleton Address: 3883 Turtle Creek Blvd 608 Unit 608

Homeowner Account: 73692003031101 Homeowner Status: Owner - Stop Pay

Date	Description	Batch	Amount	Paid	Balance
	Previous Balance		\$2,072.62		\$ 2,072.62
02/01/2024	Interest Fee 2023	175482	14.56	-	2,087.18
02/01/2024	Monthly Assessment - Floor 2-23/08 2023	116286	762.10	-	2,849.28
02/11/2024	Assessment - Homeowner (Delinquent Fee) 2023	179587	100.00	-	2,949.28
03/01/2024	Interest Fee 2023	184752	17.27	-	2,966.55
03/01/2024	Monthly Assessment - Floor 2-23/08 2023	116286	762.10	-	3,728.65
03/11/2024	Assessment - Homeowner (Delinquent Fee) 2023	188552	100.00	-	3,828.65
04/01/2024	Interest Fee 2024	194415	31.07	-	3,859.72
04/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	4,741.48
04/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	199119	100.00	-	4,841.48
05/01/2024	Interest Fee 2024	204310	34.65	-	4,876.13
05/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	5,757.89
05/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	208670	100.00	-	5,857.89
05/15/2024	Attorney Prep Pac 2024	209848	150.00	-	6,007.89
06/01/2024	Interest Fee 2024	213827	42.00	-	6,049.89
06/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	6,931.65
06/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	217912	100.00	-	7,031.65
07/01/2024	Interest Fee 2024	223033	50.60	-	7,082.25
07/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	7,964.01
07/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	227252	100.00	-	8,064.01
08/01/2024	Interest Fee 2024	232318	57.95	-	8,121.96
08/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	9,003.72
08/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	236687	100.00	-	9,103.72
09/01/2024	Interest Fee 2024	242084	65.30	-	9,169.02
09/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	10,050.78
09/06/2024	Attorney Fee (Collection Fee) 2024	244215	30.00	-	10,080.78
09/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	246191	100.00	-	10,180.78
10/01/2024	Interest Fee 2024	251727	72.64	-	10,253.42
10/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	11,135.18
10/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	256905	100.00	-	11,235.18
11/01/2024	Attorney Fee (Collection Fee) 2024	261775	280.00	-	11,515.18
11/01/2024	Interest Fee 2024	261679	80.24	-	11,595.42
11/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	12,477.18
11/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	265608	100.00	-	12,577.18
12/01/2024	Interest Fee 2024	273533	89.92	-	12,667.10
12/01/2024	Monthly Assessment - Floor 2-23/08 2024	190022	881.76	-	13,548.86
12/11/2024	Assessment - Homeowner (Delinquent Fee) 2024	279547	100.00	-	13,648.86
01/01/2025	Interest Fee 2025	286123	97.27	-	13,746.13
01/01/2025	Monthly Assessment - Floor 2-23/08 2025	284134	996.48	-	14,742.61
01/11/2025	Assessment - Homeowner (Delinquent Fee) 2025	291000	100.00	-	14,842.61
	<b>Total</b>		<b>\$14,842.61</b>	<b>\$-</b>	<b>\$14,842.61</b>

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

Construction Deed of Trust ("Deed of Trust"):

Dated: February 11, 2022

Grantor: Kendallwood Drive, LLC

Trustee: Marcus Channing Morris

Lender: First Financial Bank

Recorded in: Official Records of Dallas County, Texas as Instrument Number 202200046497

Secures: Promissory Note ("Note") in the original principal amount of \$1,001,384.00, 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 according to the Plat thereof recorded in Volume 45, Page 119 of the Public Records of Dallas County, Texas**

FILED  
 2025 FEB -4 PM 3:46  
 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.

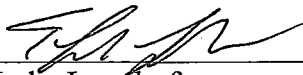
Pursuant to section 51.0075(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

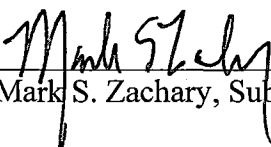
**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the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

§

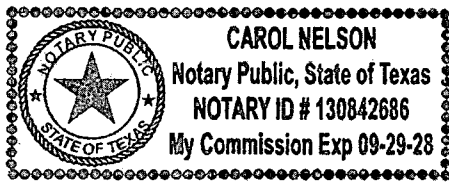
COUNTY OF TAYLOR

§

§

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 3<sup>rd</sup> day of February, 2025.



*Carol Nelson*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

§

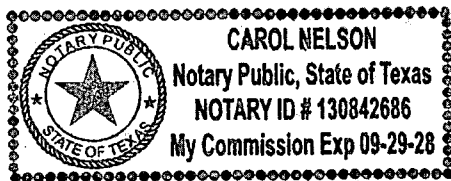
COUNTY OF TAYLOR

§

§

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 3<sup>rd</sup> day of February, 2025.



*Carol Nelson*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

FILED

2025 FEB -6 PM 12:18

NOTICE OF TRUSTEE'S SALE

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

BY \_\_\_\_\_ DEPUTY

THE STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.**

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

DATE OF SALE: Tuesday, the 4th day of March, 2025.

TIME OF SALE: Between the hours of 10:00 a.m. and 4:00 p.m. The earliest time at which the sale will commence is 10:00 a.m., and the sale will commence no later than 12:59 p.m.

PLACE OF SALE: Dallas County Courthouse, George-Allen Courts Building, 600 Commerce Street, Dallas, Texas 75202; at the area at the George Allen Courts Building designated by the Commissioner's Court, Dallas County, Texas, where the foreclosures are to take place, such area is on the North Side of the Building facing 600 Commerce Street below the overhang.

INFORMATION REGARDING THE LIEN THAT IS THE SUBJECT OF THIS SALE:

NAME OF DOCUMENT: Declaration of KRJ-Clarence Street Joint Venture, recorded under Document No. 244513, Volume #98151; Page 07636 -07661, Official Public Record, Dallas County, Texas, the "Declaration"). The real property encumbered by the Assessment Lien granted under the Declaration is described on Exhibit "A" attached hereto and made a part hereof for all purposes together with all and singular the rights, appurtenances, improvements and fixtures thereto (collectively, the "Property").

INDEBTEDNESS SECURED: Pursuant to the *Declaration of KRJ-Clarence Street Joint Venture*, recorded under Document No. 244513, Volume #98151; Page 07636 -07661, Official Public Record, Dallas County, Texas, (the "Declaration"), KRJ Studio Condominiums Association of Owners, Inc. (the "Association") is authorized to impose maintenance assessments upon the Property to meet the common expenses associated with the improvement, maintenance, operation, administration, and preservation of KRJ Studio Condominiums (the "Assessments") and has an express contractual lien on the Property to secure the payment of any due but unpaid Assessments owed by the owner of the Property.

APPOINTMENT OF TRUSTEE:

NAME OF DOCUMENT: Appointment of Trustee



DATE: January 27, 2025.

NAME OF TRUSTEE: Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or Christine Applegate, and/or John Brillian, and/or Cal Dunagan, and/or Yvette Medina, and/or Grant Neidenfeuhr, 4301 Westbank Drive, Building A, Suite 150, Austin, Texas 78746.

The Property is a condominium unit in KRJ Studio Condominiums (the "Project") and is subject to the Declaration of KRJ-Clarence Street Joint Venture, (the "Declaration").

**John Gafnea** ("Debtor") is the owner of the Property pursuant to a Warranty Deed with Vendor's Lien recorded at Document No. 201600082812, Official Public Records, Dallas County, Texas;

The Declaration establishes KRJ Studio Condominiums Association of Owners, Inc. (the "Association"), an association as that term is used in the Texas Uniform Condominium Act, to manage and administer the affairs of the Project and authorizes the Association to impose maintenance assessments upon all owners of the condominium units in the Project to meet the common expenses associated with the improvement, maintenance, operation, administration, and preservation of the Project (the "Assessments");

The Declaration and/or the Texas Uniform Condominium Act creates an express contractual lien on each condominium unit in the Project to secure the payment of any due but unpaid Assessments owed by any unit owner (the "Lien") and authorizes the Association to enforce such Lien through nonjudicial foreclosure;

The Declaration and/or the Texas Uniform Condominium Act provides that by accepting a deed to his or her condominium unit, such owner shall be deemed to have expressly granted to the Association a power of sale upon his or her unit to secure payment of the Assessments thereafter imposed upon such owner and without other formality than executing an instrument in writing, the Association shall have the right to appoint a successor or trustee to exercise the power of sale;

Debtor has failed to pay the Assessments imposed by the Association;

The Association has requested that Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or Christine Applegate, and/or John Brillian, and/or Cal Dunagan, and/or Yvette Medina, and/or Grant Neidenfeuhr, act as trustee pursuant to the Appointment of Trustee, sell the Property, and apply the proceeds of such sale in accordance with the provisions of the Declaration. Pursuant to section 51.009 of the Texas Property Code, the sale of the Property will be AS IS condition, without any express or implied warranties, and subject to any prior encumbrances to title filed of record and/or expressly set forth in the Declaration.

Therefore, at the date, time, and place set forth above, the undersigned, as Trustee, will conduct the sale of the Property as a public auction to the highest bidder for cash pursuant to the terms of the Declaration, subject to all prior encumbrances (including but not limited to prior liens), easements, restrictive covenants, liens, rights of parties in possession, mineral interests and leases,

and other matters affecting title to the Property that would be shown by a review of the Official Public Records of Dallas County, Texas, or by an on-the-ground inspection of the Property.

Pursuant to section 51.0075 of the Texas Property, Code, the Trustee or any 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 first sale of the day held by the Trustee or any Substitute Trustee.

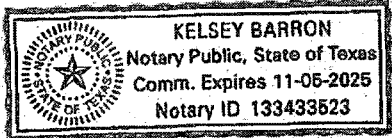
Please be advised that, pursuant to Section 3.311 of the Texas Business and Commerce Code, all communications concerning a dispute of this debt, including an instrument tendered as full and final satisfaction of this debt, are to be sent to the undersigned. This firm is a debt collector. Should you wish to obtain more information regarding your rights as a debtor, please visit: <https://www.consumerfinance.gov/>. Additionally, should you dispute all or any part of the sums set forth above please email [debtverification@caglepugh.com](mailto:debtverification@caglepugh.com).

IN WITNESS WHEREOF, this Notice of Trustee's Sale has been executed on this the 27<sup>th</sup> day of January, 2025.

\_\_\_\_\_  
Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or Christine Applegate, and/or John Brillian, and/or Cal Dunagan, and/or Yvette Medina, and/or Grant Neidenfeuhr, any to act as trustee

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 27<sup>th</sup> day of January, 2025, by Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or Christine Applegate, and/or John Brillian, and/or Cal Dunagan, and/or Yvette Medina, and/or Grant Neidenfeuhr, Trustee.



\_\_\_\_\_  
Notary Public Signature

**NAME AND ADDRESS OF TRUSTEE:**  
Gregory S. Cagle, and/or Adam Pugh, and/or Kevin Slater, and/or Greg Garza, and/or Kathleen Kilanowski, and/or Christine Applegate, and/or John Brillian, and/or Cal Dunagan, and/or Yvette Medina, and/or Grant Neidenfeuhr, any to act as trustee  
CAGLE PUGH  
4301 Westbank Drive, Building A, Suite 150,  
Austin, Texas 78746

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

**ADDRESS: 1813 CLARENCE STREET, UNIT 8, DALLAS, TX 75215**

**BEING THE FOLLOWING REAL PROPERTY OF KRJ STUDIO CONDOMINIUMS, A CONDOMINIUM CREATED PURSUANT TO THE CONDOMINIUM DECLARATION AND MAP RECORDED IN VOLUME 98151, PAGE 7636, CONDOMINIUM RECORDS OF DALLAS COUNTY, TEXAS, COVERING A BUILDING AND LAND LOCATED IN DALLAS COUNTY, TEXAS AND DESCRIBED IN SUCH DECLARATION, TOGETHER WITH AN UNDIVIDED INTEREST, APPURTENANT TO THE RESIDENTIAL UNIT DESCRIBED BELOW, IN AND TO THE COMMON ELEMENTS IN THE PERCENTAGE DESIGNATED FOR THE RESIDENTIAL UNIT ON EXHIBIT C ATTACHED TO THE DECLARATION; AND ALSO INCLUDING THE FOLLOWING PARKING AND STORAGE SPACES AS LIMITED COMMON ELEMENTS TO THE RESIDENTIAL UNIT:**

**RESIDENTIAL UNIT: UNIT 8**

**PARKING SPACE(S): N/A**

**STORAGE SPACE(S): N/A**

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

DEFAULT having been made in the payment of the note described in that certain Deed of Trust executed by **JR & PG PROPERTY GROUP LLC, a Texas limited liability company** dated April 12, 2023, and duly filed for record on April 21, 2023, in the Office of the County Clerk of Dallas County, Texas under Dallas County Clerk's **File No. 202300077252** of the Official Public Records of Dallas County, Texas, conveying to **MATT L. JANNER, Trustee**, the following described real property and improvements thereon in Dallas County, Texas, to-wit:

**Lot 3, Block 10/6227, First Installment of Piedmont Addition, Dallas County, Texas, according to plat thereof recorded in Volume 18, Page 111 of the Map or Plat Records of Dallas County, Texas; and**

WHEREAS, **SCF Jake, LP.**, a Texas limited partnership, is the legal owner and holder of the indebtedness described in and secured by said Deed of Trust; and

WHEREAS, **SCF Jake, LP**, a Texas limited partnership, the legal owner and holder of said Deed of Trust, in accordance with its terms, in writing removed the said **MATT L. JANNER**, as Trustee and appointed:

- 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, or**
- Jeff Benton**

**FILED**  
 2025 FEB 10 PM 12:19  
 JOHN F. WARREN  
 COUNTY CLERK  
 DALLAS COUNTY  
 BY \_\_\_\_\_ DEPUTY

as Substitute Trustee(s), to act under the terms of the Deed of Trust (each of whom may act alone and without the joinder of any other person including any other Substitute Trustee); and

WHEREAS, the said Deed of Trust vests power in the Trustee named above to execute the provisions of said Deed of Trust and whereas, the legal owner and holder of said Note and Deed of Trust having declared the whole debt due as secured thereby, and having requested that the



undersigned as Trustee proceed to exercise the power of sale so conferred upon said Trustee, I will, in accordance with the request of the said legal owner and holder, on

**MARCH 4, 2025**

to commence at the hour of 1:00 o'clock p.m., or within three (3) hours thereafter, on said day, sell the above described property to the highest bidder for cash 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**

being the location designated pursuant to Article 51.002 of the Texas Property Code for the purpose of satisfying said debt and costs of executing said sale.

Notice is given that on the date of the sale, the Substitute Trustee will offer the property for sale at public auction at the location designated herein, to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Beneficiary to have the bid credited to the amount of the indebtedness secured by the Deed of Trust at the time of sale.

The Deed of Trust permits the Beneficiary to postpone, withdraw, or re-schedule the sale for another day. In that case, the Trustee or any Substitute Trustee under the Deed of Trust need not appear at the date, time and place of the scheduled sale to announce the postponement, withdrawal or re-scheduling of said sale. Notice of the date of any re-scheduled sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting and/or re-filing may be after the date originally scheduled for this sale.

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 described herein, if any, to the extent that they are of record and remain in force and effect and have not been subordinated to the Deed of Trust. The sale will 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 terms of the Deed of Trust, the Beneficiary has the right to direct the Trustee or any Substitute Trustee to sell the property in one or more parcels and/or to sell all or only part of the property described herein.

**PURSUANT TO SECTION 51.009 OF THE TEXAS PROPERTY CODE, THE PROPERTY WILL BE SOLD IN AN "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. WITHOUT LIMITATION OF THE**

FOREGOING, THERE WILL BE NO WARRANTY RELATING TO POSSESION, QUIET ENJOYMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THE LIKE FOR THE PROPERTY OR ANY PERSONAL PROPERTY, IF ANY, INCLUDED IN THIS SALE. PROSPECTIVE BIDDERS ARE ADVISED TO CONDUCT AN INDEPENDENT INVESTIGATION OF THE NATURE AND PHYSICAL CONDITION OF THE PROPERTY.

The name and address of the sender of this Notice are:

SCF Jake, LP  
1302 Waugh Drive, Suite 831  
Houston, Texas 77019

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.



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, or

Jeff Benton

Substitute Trustee(s)

Robert A. Schlanger  
Attorney for Substitute Trustees  
5325 Katy Freeway, Suite Two  
Houston, Texas 77007  
(713) 626-2333

American Capital Holdings, LLC, a Wyoming limited liability company, Noteholder  
August REI, LLC, Loan Servicing Company  
Ghrist Law Firm PLLC (hereinafter "Attorney")

JOHN E. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
MISSISSIPPI DEPUTY

2025 FEB 11 PM 2:17

FILED

Silvestre Trejo  
Maria de la Luz Cabrera de Trejo  
6928 Carioca Pl., Dallas, TX 75241

Sent via first class mail and CMRR # 9489 0178 9820 3031 7782 33 on 02.11.2025

**NOTICE OF TRUSTEE'S SALE**

WHEREAS Silvestre Trejo and Maria de la Luz Cabrera de Trejo executed a Deed of Trust conveying to the initial trustee, the real estate hereinafter described, in payment of a debt therein described. The Deed of Trust was filed in the real property records of Dallas County, Texas and is recorded under Clerk's File/Instrument Number 202100233520, to which reference is made for all purposes.

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness;

WHEREAS, the undersigned has been, will be, or is hereby appointed Substitute Trustee in the place of the said original Trustee, upon contingency and in the manner authorized by said Deed of Trust; and

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the following:

1. Date, Place, and Time of Sale:

Date: Tuesday, the 4<sup>th</sup> day of March, 2025

Time: The sale shall begin no earlier than 1:00 P.M.. or no later than three hours thereafter.

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

2. Property to be Sold:

Lot 35, in Block 3/6898, of Hidden Valley Section of Singing Hills, an Addition in Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 39, Page 231, Map Records of Dallas County, Texas and more commonly known as a single family home located at 6928 Carioca Place, Dallas TX 75241.

3. Name and Address of Sender of Notice:

Ghrist Law Firm, PLLC, 4016 Gateway Drive, Suite 130, Colleyville, Texas, 76034.  
The senders of the notice also include those names listed below.

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.

**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 MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

Pursuant to Section 51.0025 of the Texas Property Code, the mortgage servicer or Attorney are entitled to administer the foreclosure due to the fact that the servicer, noteholder or Lender, and Attorney have entered into an agreement granting authority to service the mortgage and administer foreclosure proceedings.

**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.**

**NOTICE OF ACCELERATION.** If the maturity on the promissory note has not yet been accelerated, then the lender hereby accelerates the maturity date such that the remaining principal, together with all other charges, are due and owing at this time.



---

Ian Ghrist, Richard Ramsey  
Substitute Trustee(s)  
4016 Gateway Drive, Suite 130  
Colleyville, Texas 76034  
Phone: (817) 778-4136



FILED

FDRE Inc., an Oregon corporation, Noteholder  
August REI, LLC, Loan Servicing Company  
Ghrist Law Firm PLLC (hereinafter "Attorney")

2025 FEB 11 PM 2:16

Texan Modern Properties LLC, a Texas limited liability company  
3010 LBJ Freeway 1200, Dallas TX 75234  
Sent Via First Class Mail and CMRR# 9489 0178 9820 3031 7783-32 on 02.11.2025

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

114

Texan Modern Properties LLC, a Texas limited liability company  
5050 Quorum Dr., #700 Dallas, TX 75254  
Sent Via First Class Mail and CMRR# 9489 0178 9820 3031 7783 56 on 02.11.2025

### NOTICE OF TRUSTEE'S SALE

WHEREAS Texan Modern Properties LLC, a Texas limited liability company and executed a Deed of Trust conveying to the initial trustee, the real estate hereinafter described, in payment of a debt therein described. The Deed of Trust was filed in the real property records of Dallas County, Texas and is recorded under Clerk's File/Instrument Number 202200149197, to which reference is made for all purposes.

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness;

WHEREAS, the undersigned has been, will be, or is hereby appointed Substitute Trustee in the place of the said original Trustee, upon contingency and in the manner authorized by said Deed of Trust; and

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the following:

1. Date, Place, and Time of Sale:

Date: Tuesday, the 4<sup>th</sup> day of March, 2025

Time: The sale shall begin no earlier than 1:00 P.M. or no later than three hours thereafter.

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

2. Property to be Sold:

Lot 18, in Block J, of RICHARDSON TERRACE NO. 2, an addition in Dallas County, Texas, according to the map or plat thereof recorded in Volume 35, Page 71 of the Map or Plat Records of Dallas County, Texas, and more commonly known as 509 Rorary Dr., Richardson TX 75081.

3. Name and Address of Sender of Notice:

Ghrist Law Firm, PLLC, 4016 Gateway Drive, Suite 130, Colleyville, Texas, 76034.

The senders of the notice also include those names listed below.

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. Bidders may be required to pay in cash immediately and without any delay. The foregoing is a bidding condition.

**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 MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

Pursuant to Section 51.0025 of the Texas Property Code, the mortgage servicer or Attorney are entitled to administer the foreclosure due to the fact that the servicer, noteholder or Lender, and Attorney have entered into an agreement granting authority to service the mortgage and administer foreclosure proceedings.

**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.**

**NOTICE OF ACCELERATION.** If the maturity on the promissory note has not yet been accelerated, then the lender hereby accelerates the maturity date such that the remaining principal, together with all other charges, are due and owing at this time.



---

Ian Ghrist, Richard Ramsey  
Substitute Trustee(s)  
4016 Gateway Drive, Suite 130  
Colleyville, Texas 76034  
Phone: (817) 778-4136

**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.

FILED

2025 FEB 10 PM 12:18

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

BY \_\_\_\_\_ DEPUTY

**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



**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 11/01/2023 and recorded under Volume, Page or Clerk's File No. DOC# 202300226589 in the real property records of Dallas County Texas, with NEW LEASE PROPERTIES LLC as Grantor(s) and CAPITAL FUND I, LLC ISAOA as Original Mortgagee.

**OBLIGATIONS SECURED:** Deed of Trust or Contract Lien executed by NEW LEASE PROPERTIES LLC securing the payment of the indebtedness in the original principal amount of \$111,000.00 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 NEW LEASE PROPERTIES 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:**

UNIT 170, BUILDING T, THE HOLLOWES NORTH, A CONDOMINIUM PROJECT IN DALLAS COUNTY, TEXAS, TOGETHER WITH THE LIMITED COMMON ELEMENTS AND AN UNDIVIDED INTEREST IN AND TO THE GENERAL COMMON

ELEMENTS, AS DEFINED IN THAT DECLARATION RECORDED IN VOLUME 77046, PAGE 1256, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS (the "Property")

**REPORTED**

**PROPERTY**

10580 HIGH HOLLOWES DR #170, DALLAS, TX 75230

**ADDRESS:**

**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).

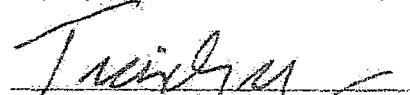
The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein need not appear at the date, time and place of a scheduled sale to announce the postponement, 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 refileing 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 6 day of February, 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.

FILED

2025 FEB 10 PM 12:17

JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

BY \_\_\_\_\_ DEPUTY

**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



**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 11/01/2023 and recorded under Volume, Page or Clerk's File No. DOC# 202300226588 in the real property records of Dallas County Texas, with NEW LEASE PROPERTIES LLC as Grantor(s) and CAPITAL FUND I, LLC ISAOA as Original Mortgagee.

**OBLIGATIONS SECURED:** Deed of Trust or Contract Lien executed by NEW LEASE PROPERTIES LLC securing the payment of the indebtedness in the original principal amount of \$355,188.18 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 NEW LEASE PROPERTIES 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:**

UNIT 253, BUILDING N, THE HOLLOWES NORTH, A CONDOMINIUM PROJECT IN DALLAS COUNTY, TEXAS, TOGETHER WITH THE LIMITED COMMON ELEMENTS AND AN UNDIVIDED INTEREST IN AND TO THE GENERAL COMMON

ELEMENTS, AS DEFINED IN THAT DECLARATION RECORDED IN VOLUME 77046, PAGE 1256, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS (the "Property")

**REPORTED  
PROPERTY  
ADDRESS:**

10564 HIGH HOLLOWES DR #253, DALLAS, TX 75230

**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).

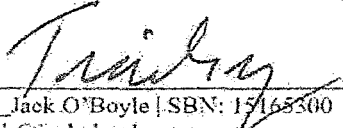
The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein need not appear at the date, time and place of a scheduled sale to announce the postponement, 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 refileing 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 6 day of February, 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

FILED

2025 FEB 10 PM 12:17

JOHN E. WARREN  
COUNTY CLERK  
DALLAS COUNTY

BY DEPUTY



**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 11/01/2023 and recorded under Volume, Page or Clerk's File No. DOC# 202300226590 in the real property records of Dallas County Texas, with NEW LEASE PROPERTIES LLC as Grantor(s) and CAPITAL FUND I, LLC ISAOA as Original Mortgagee.

**OBLIGATIONS SECURED:** Deed of Trust or Contract Lien executed by NEW LEASE PROPERTIES LLC securing the payment of the indebtedness in the original principal amount of \$110,000.00 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 NEW LEASE PROPERTIES 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:**

UNIT 106, BUILDING A, THE GLEN CONDOMINIUMS, A CONDOMINIUM PROJECT IN DALLAS COUNTY, TEXAS, TOGETHER WITH THE LIMITED COMMON ELEMENTS AND AN UNDIVIDED INTEREST IN AND TO THE GENERAL COMMON



ELEMENTS. AS DEFINED IN THAT DECLARATION RECORDED IN VOLUME 83088, PAGE 4577, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS (the "Property")

**REPORTED  
PROPERTY  
ADDRESS:**

5001 BOWSER AVE #106, DALLAS, TX 75209

**TERMS OF  
SALE:**

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

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

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

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

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

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser

requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagee and/or Mortgage Servicer, or its attorney(s).

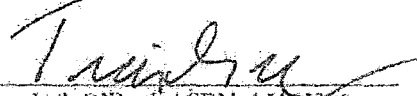
The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein need not appear at the date, time and place of a scheduled sale to announce the postponement,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

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

Signed on the 6 day of February, 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

5001 BOWSER AVE #106

---

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: \_\_\_\_\_