

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 05, 2019

Time: The sale will begin at 10:00AM 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 September 24, 2004 and recorded in Document VOLUME 2004197, PAGE 08518 real property records of DALLAS County, Texas, with FERNANDO GUZMAN AND GRACIELA GUZMAN, grantor(s) and AMERICAN GENERAL FINANCIAL SERVICES, INC., mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by FERNANDO GUZMAN AND GRACIELA GUZMAN, securing the payment of the indebtednesses in the original principal amount of \$71,635.40, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE, FOR CIM TRUST 2016-4, MORTGAGE-BACKED NOTES, SERIES 2016-4 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. NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER
8950 CYPRESS WATERS BLVD.
COPPELL, TX 75019

MICHAEL HARRISON, PAUL BARRETT, ROBERT FORSTER, JEFF FLEMING OR LAUREN CHRISTOFFEL
Substitute Trustee
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001

Certificate of Posting

My name is _____, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001. I declare under 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 this notice of sale.

Declarant's Name:

Date:

BY _____
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
SECURITY

2019 JAN 31 PM 2:34

FILED



NOS00000008095218

EXHIBIT "A"

BEING A TRACT OF LAND OUT OF A CERTAIN 20.94 ACRE TRACT OF LAND OUT OF THE W. B. ELAM SURVEY, ABSTRACT NO. 441, AND SAID 20.94 ACRES BEING A PART OF A 50 ACRE TRACT SET APART TO LUTHER ELAM IN SUIT OF MARY ELIZABETH ELAM VS. W.B. ELAM, NO. 21203. DISTRICT COURT, DALLAS COUNTY, TEXAS AND JOHN J. ELAM, ET AL. VS. W.B. ELAM, ET AL. NO. 21618 (CONSOLIDATED) IN DISTRICT COURT OF DALLAS COUNTY, TEXAS, THE TRACT HEREIN CONVEYED BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT 200 FEET WEST OF THE NORTHEAST CORNER OF SAID 20.94 ACRE TRACT, AND 155' SOUTH OF THE SOUTH LINE OF LAKE JUNE ROAD, IN THE WEST LINE OF A PROPOSED 50 FOOT ROAD, WHICH POINT IS IN THE SOUTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED TO A.L. TRAMEL AND WIFE BY LUTHER ELAM, BY DEED DATED SEPTEMBER 20, 1946 RECORDED IN DRDCT;

THENCE WEST AND PARALLEL WITH THE SOUTH LINE OF LAKE LUNE ROAD, 150 FEET TO A POINT FOR CORNER WHICH POINT IS IN THE SOUTHWEST CORNER OF SAID A.L. TRAMEL TRACT;

THENCE SOUTH AND PARALLEL WITH THE EAST LINE OF SAID 20.94 ACRE TRACT AND PARALLEL WITH THE PROPOSED 50' ROAD, 112 FEET TO A POINT FOR CORNER;

THENCE EAST AND PARALLEL WITH THE SOUTH LINE OF LAKE JUNE ROAD, AND 267 FEET THEREFROM, 150 FEET TO A POINT FOR CORNER IN WEST LINE OF SAID PROPOSED ROAD;

THENCE NORTH AND PARALLEL WITH EAST LINE OF SAID 20.94 ACRE TRACT, AND ALONG THE WEST LINE OF SAID PROPOSED 50 FOOT ROAD, 112 FEET TO THE PLACE OF BEGINNING; AND BEING THE SAME PROPERTY CONVEYED IN DEED FROM CHARLIE DEE CASH, AMOS BRYAN CASH, AND BILLY GENE CASH, LEWIS ALTON CASH, AND JAMES IVISON CASH, NPH FOR EACH, TO MARY ETTAL CASH, A WIDOW, DATED MAY 29, 1981, FILED JULY 23, 1981, RECORDED IN VOLUME 81143, PAGE 2524, DEED RECORDS, DALLAS COUNTY, TEXAS.



NOS0000008095218

Notice of Substitute Trustee's Sale

Date: February 4, 2019

Substitute Trustee: NORMAN H. EWERT

Substitute Trustee's Address: 18601 LBJ, S-150, MESQUITE, TEXAS 75150

Mortgagee: THOMAS JOHNSON and MARIAMMA JOHNSON, a married couple

Note: Note dated APRIL 5, 2013 in the amount of \$148,000.00.

Deed of Trust

Date: APRIL 5, 2013

Grantor: JAMES DONAHOE JR.; and MELISSA DONAHOE

Mortgagee: THOMAS JOHNSON and MARIAMMA JOHNSON, a married couple

Recording information: Unknown

Property:

4500 SEEDLING LANE
MESQUITE, TEXAS 75150
LEGALLY DESCRIBED AS:
LOT 9, BLOCK 3, OF MEADOWVIEW FARMS ADDITION
CITY OF MESQUITE, DALLAS COUNTY, TEXAS.

FILED
2019 FEB -6 PM 2:20
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

County: DALLAS

Date of Sale (first Tuesday of month): March 5, 2019.

Time of Sale: 12:00 P.M. (NOON)

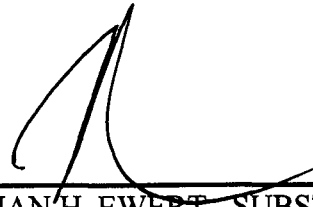
Place of Sale: DALLAS COUNTY COURTHOUSE, 600 COMMERCE ST., DALLAS, TEXAS 75202

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.

Mortgagee has appointed NORMAN H. EWERT as Substitute Trustee under the Deed of Trust. Mortgagee 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, "AS IS". THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE FOR THE PERSONAL PROPERTY IN THIS DISPOSITION. The sale will begin at the Time of Sale or not later than three hours thereafter.

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.



NORMAN H. EWERT - SUBSTITUTE TRUSTEE
18601 LBJ, S-150, MESQUITE, TEXAS 75150

FILED

THE STATE OF TEXAS

§
§
§

2019 FEB 11 PM 1:42

THE COUNTY OF DALLAS

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public non-judicial foreclosure sale.

1. **Property to be Sold.** The property to be sold is certain real property located in Dallas County, Texas and more fully described as:

WALLS H G LOT 12 MONTIE (the "Property").

This conveyance will be made subject to any exceptions referenced in the Deed of Trust to the extent the same are still in effect and shall not cover any property that has been released from the liens of the Deed of Trust.

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

Date: March 5, 2019

Time: Between the hours of 10:00 a.m. and 1:00 p.m. The sale shall commence at no earlier time than 10:00 a.m. or within three (3) hours thereafter.

Place: In the area of the Courthouse of Dallas County, Dallas, Texas, designated by the commissioners court of such county where sales of real property under a power of sale conferred by a deed of trust are to take place (as such designation is recorded in the real property records of such county).

3. **Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash. Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day of sale for the property being sold. The Property will be sold "as is", "where is" and "with all faults" of whatever nature or kind. No warranty or representation of any kind is made regarding the property.

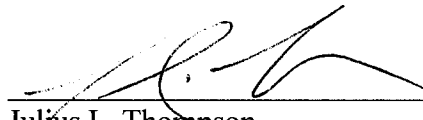
4. **Type of Sale.** The sale is a non-judicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by a Deed of Trust executed by Christie Alkebulan, Trustee of HKNA Holdings, Ltd. The Deed of Trust is dated September 1, 2017 and is recorded in the Office of the County Clerk of Dallas County, Texas, under Instrument File No. 201700250313, Real Property Records of Dallas County, Texas.

5. **Obligations Secured.** The Deed of Trust provides that it secures payment of the

indebtedness and obligations therein described (collectively the “Obligations”) including but not limited to the promissory note executed by Christie Alkebulan, Trustee of HKNA Holdings, Ltd. in the original principal sum of \$16,500.00, payable to the order of Sykes Equity LLC. Sykes Equity LLC is the current owner and holder of the Obligations and is the Beneficiary under the Deed of Trust and is referred to herein as the “Beneficiary.”

6. **Default and Request to Act.** Default has occurred under the Deed of Trust and the Beneficiary has requested me, as the Substitute Trustee to conduct this sale. Notice is given that prior to the sale Beneficiary may appoint another person as a Substitute Trustee to conduct the sale.

Dated: February 11, 2019.



Julius L. Thompson
JLT Law Firm PLLC
Substitute Trustee
P.O. Box 803394
Dallas, Texas 75380
(214) 382-9850
(214) 989-6852 fax

H Quincy Long, as Trustee of the Quest IRA Qualified Plan, Noteholder
, Loan Servicing Company
Ghrist Law Firm PLLC (hereinafter "Attorney")

Secure Home Buyers LLC, a Texas Limited Liability Company
831 S R L Thornton Freeway
Dallas, Texas 75203
Sent via regular mail and CMRR # 7018 2290 0000 2922 9928 on 2/11/19

Secure Home Buyers LLC, a Texas Limited Liability Company
1125 Rodeo Center Blvd
Mesquite, TX 75149
Sent via regular mail and CMRR # 7018 2290 0000 2922 9935 on 2/11/19

FILED
2019 FEB 12 PM 2:59
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

NOTICE OF TRUSTEE'S SALE

WHEREAS Secure Home Buyers 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 201800150395, 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 5th day of March, 2019

Time: The sale shall begin no earlier than 10:00 am 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:

Being a tract of land out of the Job Badgley Survey, Abstract No. 74, and being all of a

tract of land conveyed to Leon Talent and wife Shelley Talent, as recorded in Volume 94129, Page 3962, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows: BEGINNING AT A 1/2" iron rod set for corner in the West right of way line of Hickory Tree Road at the Northeast corner of said Talent tract Volume 94129, Page 3962, and said point being at the Southeast corner of a tract of land conveyed to Leon Talent as recorded in Volume 95202, Page 6122, Deed Records, Dallas County, Texas' THENCE South along the West line of said Hickory Tree Road, a distance of 75.00 feet to a 1/2" iron rod set for corner; THENCE West along the North line of a tract of land conveyed to T.R. Taylor as recorded in Volume 2000177, Page 5825, Deed records, Dallas County, Texas, passing a 1/2" iron rod set for reference at a distance of 110.0 feet and continuing a total distance of 200.0 feet to a point for corner in a pond; THENCE North along an East line of a tract of land conveyed to Leon Talent as recorded in Volume 93152, Page 1705, Deed Records, Dallas County, Texas, a distance of 75.00 feet to a point for corner in pond; THENCE East along the South line of said Talent tract Volume 95202, Page 6122, passing a 1/2" iron rod set for reference at a distance of 80.00 feet and continuing a total distance of 200.00 feet to the PLACE OF BEGINNING and containing 15,000 square feet or 0.34 of an acre of land

3. Name and Address of Sender of Notice:

Ghrist Law Firm, PLLC, Ian Ghrist, 2735 Villa Creek Drive, Suite 140, Farmer's Branch, Texas 75234

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.

Ghrist Law Firm PLLC



Ian Ghrist, Substitute Trustee
2735 Villa Creek Drive, Suite 140
Farmer's Branch, Texas 75234
(817) 778-4136

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

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

Date of Security Instrument: July 12, 2018

Grantor(s): Evolution Express, Inc.

Original Mortgagee: Brice Enterprise, LLC and Ashley's Enterprise, LLC

Recording Information: Instrument #201800199751, Official Public Records, Dallas County, Texas.

Current Mortgagee: Brice Enterprise, LLC and Ashley's Enterprise, LLC

Date of Sale: March 5, 2019

Time of Sale: 10:00 AM or not later than three hours after that time.

Place of Sale: The outside area on the north side of the George Allen Courts Building facing Commerce Street below the overhang or as designated by the county commissioners.

Legal Description of property to be sold:

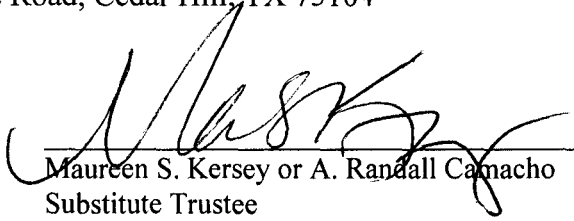
Being a lot, tract or parcel of land situated in Dallas County, Texas, and being a part of the H. WAND SURVEY, ABSTRACT NO. 1552, more particularly described as follows:
BEGINNING at a point in the South line of Parkerville Road, 320 feet North 89 degrees 40 minutes East from the intersection of the South line of Parkerville Road and the East line of Cedar Hill Road;
THENCE South 0 degrees 20 minutes East parallel to Cedar Hill Road 460 feet;
THENCE North 89 degrees 40 minutes East parallel to Parkerville Road 160 feet;
THENCE North 0 degrees 20 minutes West 460 feet to the South line of Parkerville Road;
THENCE South 89 degrees 30 minutes West 160 feet to the place of beginning; save and except any part use for road purposes.

Commonly known as: 732 W. Parkerville Road, Cedar Hill, TX 75104

Terms of sale: Cash

BY _____
JOHN E. WARREN
COUNTY CLERK
DALLAS COUNTY
DEPUTY
2019 FEB 12 PM 2:18

FILED



Maureen S. Kersey or A. Randall Camacho
Substitute Trustee
A. Randall Camacho, PLLC
1300 Glade Road
Colleyville, TX 76034
(817) 281-4747

FILED

2019 FEB 12 AM 10:47

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____

NOTICE OF SALE BY SUBSTITUTE TRUSTEE

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, GEX MANAGEMENT, INC., a Texas corporation ("**Borrower**"), became indebted to Civitas Alternative Lending, LLC, a Texas limited liability company ("**Lender**"), pursuant to that certain Bridge Loan Agreement dated June 4, 2018 (the "**Loan Agreement**"), as evidenced by that certain Secured Note in the original principal amount of \$500,000.00 (the "**Note**");

WHEREAS, the indebtedness evidenced by the Note (the "**Indebtedness**") is secured by, among other things, those certain liens and security interests evidenced by that certain Deed of Trust dated as of October 5, 2018 (the "**Deed of Trust**") executed by Borrower as "Grantor" to Allen J. Dickey, Trustee, for the benefit of Lender as "Beneficiary," said Deed of Trust being filed for record on October 5, 2018 as Instrument No. 201800268595 in the Deed Records of Dallas County, Texas, covering, among other things, the real property described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "**Property**"), along with any and all appurtenances, proceeds and improvements of any kind located thereon or pertaining thereto (the Property, together with any and all of the related appurtenances, proceeds and improvements are hereinafter collectively referred to as the "**Premises**");

WHEREAS, default has been made in the payment of the Note and the Indebtedness, and the Note is now unpaid, delinquent and in default;

WHEREAS, pursuant to the authority granted in the Deed of Trust, Lender has legally appointed the undersigned as Substitute Trustee under the Deed of Trust pursuant to a duly authorized and executed appointment document;

WHEREAS, Lender has requested the undersigned to enforce the liens of the Deed of Trust by sale of the Premises in the manner set forth under the terms of the Deed of Trust and pursuant to the laws of the State of Texas; and


WHEREAS, the undersigned, Substitute Trustee, acting upon the request of said Agent, by these presents is hereby posting, filing and giving notice of the foreclosure of the Deed of Trust and the lien thereof in accordance with applicable Texas law and the terms and provisions of the Deed of Trust.

NOW, THEREFORE, I, the undersigned, RYAN D. SULLIVAN, Substitute Trustee as aforesaid, do hereby give notice that after due publication of this notice as required by law and the Deed of Trust, I will sell the Premises at public venue to the highest bidder or bidders, for cash, which sale will occur between the hours of 10:00 a.m. and 4:00 p.m., to begin at the earliest time of 10:00 a.m. and no later than within three (3) hours thereafter, on the first Tuesday in

March next, the same being March 5, 2019, at the Dallas County Courts Building in Dallas County, Texas, in the area where foreclosure sales are to take place as designated by the commissioner's court of said county, namely, the designated area on the east side of the Dallas County Courthouse building located at 600 Commerce Street, Dallas, TX, said designation having been recorded in the real property records of said county.

[SIGNATURE PAGE FOLLOWS]

EXECUTED this 7th day of February, 2019.

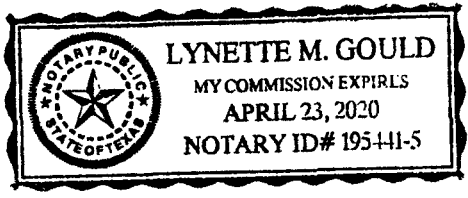


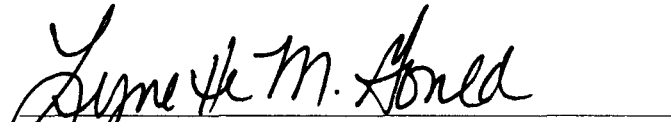
RYAN D. SULLIVAN,
Substitute Trustee

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me on this day personally appeared RYAN D. SULLIVAN, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Substitute Trustee of Allen Dickey, Trustee on behalf of Civitas Alternative Lending, LLC, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed. and as the act of said trustee. Given under my hand and seal of office, this 7th day of February, 2019.

[SEAL]





Notary Public in and for
the State of Texas

EXHIBIT A

LEGAL DESCRIPTION

Being a 16.84 acre tract of land situated in the Solomon Dixon Survey, Abstract No. 408, Dallas County, Texas, same being that tract of land conveyed to Setco International Forwarding Corporation by deed recorded in Volume 95082, Page 2151, Deed Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for corner, said corner being the most westerly Northwest corner of that tract of land conveyed to Dallas Power & Light Company by deed recorded in Volume 710, Page 1510, Deed Records, Dallas County, Texas, and the Southeast corner of that tract of land conveyed to Perimeter Investments One Limited Partnership, a Texas limited partnership (Tract Two), by deed recorded in Volume 98033, Page 1611, Deed Records, Dallas County, Texas;

THENCE North 00 degrees 25 minutes 00 seconds East, along the East line of said Perimeter Investments One Limited Partnership tract, a distance of 1181.36 feet to a 1/2 inch iron rod found for corner, said corner being the Northeast corner of said Perimeter Investments One Limited Partnership tract and the most westerly Southwest corner of that tract of land conveyed to Dallas Power & Light Company by deed recorded in Volume 5509, Page 446, Deed Records, Dallas County, Texas;

THENCE South 53 degrees 10 minutes 07 seconds East, along the Southwest line of said Dallas Power & Light Company (5509/446) tract, a distance of 928.84 feet to a 1/2 inch iron rod found for corner, said corner being the most easterly Northwest corner of said Dallas Power & Light Company (710/15 10) tract;

THENCE South 16 degrees 24 minutes 54 seconds East, along a Southwest line of said Dallas Power & Light Company (710/1510) tract, a distance of 650.38 feet to a 1/2 inch iron rod found for corner;

THENCE South 89 degrees 57 minutes 35 seconds West, along the most southerly North line of said Dallas Power & Light Company (710/1510) tract, a distance of 935.83 feet to the POINT OF BEGINNING and containing 733,494 square feet or 16.84 acres of land.

ORIGINAL

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

NOTICE: PURSUANT TO TEXAS TAX CODE SECTION 32.06, THE FORECLOSURE SALE REFERRED TO IN THIS DOCUMENT IS A SUPERIOR TRANSFER TAX LIEN SUBJECT TO RIGHT OF REDEMPTION UNDER CERTAIN CONDITIONS, THE FORECLOSURE IS SCHEDULED TO OCCUR ON MARCH 5, 2019.

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 MORTGAGE SERVICER.

WHEREAS pursuant to that certain Tax Lien Contract Pursuant to Section 32.065 of the Texas Tax Code (the "First Security Agreement") dated June 28, 2011, executed by Trinity East Energy, LLC, as grantor(s) (whether one or more, hereinafter "Grantors"), Grantors conveyed to John P. Nelson, Trustee, all of its right, title, and interest in to the one or more parcels of real property described in the First Security Agreement, together with all improvements thereon and including all other property set forth in the First Security Agreement, to secure the payment of that certain Property Tax Repayment Agreement (the "First Note Obligation") dated June 28, 2011 in the original principal amount of \$17,682.35 executed by Grantors and payable to the order of Propel Financial Services, LLC and any and all other indebtedness secured by the First Security Agreement which was recorded as Document No. 201100170440 in the Real Property Records of Dallas County, Texas; and

WHEREAS pursuant to that certain Tax Lien Contract (the "Second Security Agreement") dated January 25, 2012, executed by Grantors, Grantors conveyed to John P. Nelson, Trustee, all of its right, title, and interest in to the one or more parcels of real property described in the Second Security Agreement, together with all improvements thereon and including all other property set forth in the Second Security Agreement, to secure the payment of that certain Property Tax Payment Agreement (the "Second Note Obligation") dated January 25, 2012 in the original principal amount of \$15,814.66 executed by Grantors and payable to the order of Propel Financial Services, LLC and any and all other indebtedness secured by the Second Security Agreement which was

BY _____
JOHN P. NELSON
COUNTY CLERK
DALLAS COUNTY
RECEIVED

2019 FEB 12 AM 10:23

FILED

recorded as Document No. 201200025195 in the Real Property Records of Dallas County, Texas; and

WHEREAS pursuant to that certain Tax Lien Contract (the “Third Security Agreement”) dated January 24, 2013, executed by Grantors, Grantors conveyed to Sarah Taylor Kohm, Trustee, all of its right, title, and interest in to the one or more parcels of real property described in the Third Security Agreement, together with all improvements thereon and including all other property set forth in the Third Security Agreement, to secure the payment of that certain Property Tax Payment Agreement (the “Third Note Obligation”) dated January 24, 2013 in the original principal amount of \$15,793.67 executed by Grantors and payable to the order of Propel Financial Services, LLC and any and all other indebtedness secured by the Third Security Agreement which was recorded as Document No. 201300033919 in the Real Property Records of Dallas County, Texas; and

WHEREAS pursuant to the First Security Agreement, Second Security Agreement and Third Security Agreement, and that one or more certain Sworn Document Authorizing Transfer of Tax Lien, Consent(s) to Transfer of Tax Lien or Tax Lien Transfer Affidavit(s) or Affidavit(s) Under Property Tax Code 32.06 or Authorization For Transfer of Tax Lien or Affidavit Authorizing Transfer of Tax Lien executed by Grantor (whether one or more, the “Tax Lien Transfer Affidavit”) and one or more certain Certified Statement of Transfer of Tax Lien, Certification(s) of Transfer of Tax Lien by Tax Assessor/Collector, Assignment of Tax Lien, Transfer Tax Lien, Transfer of Tax Lien Certification, Affidavit(s) Certifying Transfer of Tax Lien, or Certification(s) of Payment of Taxes Paid by Another Person and Transfer of Lien Pursuant to Texas Tax Code Section 32.06 (whether one or more, the “Transfer of Tax Lien Certification”) executed on behalf of all units collected by Dallas County that are applicable to these properties, and all units collected by Irving ISD that are applicable to these properties, Propel Financial Services, LLC has succeeded to the liens, rights and privileges of all units collected by Dallas County that are applicable to these properties, and all units collected by Irving ISD that are applicable to these properties in accordance with Sections 32.05 – 32.065 of Texas Tax Code with respect to any property identified in the Tax Lien Transfer Affidavit and Transfer of Tax Lien Certification (such real property, together with properties described in the First Security Agreement, Second Security Agreement and Third Security Agreement being referred to herein as the “Properties”); and

WHEREAS the Tax Lien Transfer Affidavit and Transfer of Tax Lien Certification were filed in the Official Real Property Records of Dallas County, Texas under Instrument Nos. 201100186035, 201100185986, 201100180536, 201100180532, 201100185987, 201100186033, 201100180531, 201100180530, 201200039849, 201300231807, 201200039851, 201300231800, 201200039689, 201300231798, 201200039685, 201300231799, 201200039850, 201300231794, 201200039848, 201300231747, 201200039684, 201300231743, 201200040630, 201300231795, 201300042666, 201300231836, 201300048301, 201300231828, 201300048296, 201300231817, 201300048335, 201300231875, 201300048295, 201300231825,

201300048283, 201300231852, 201300048306, 201300231818, 201300048298,
201300231845; and

WHEREAS Propel Funding National 1, LLC (the “Beneficiary”) is the current owner and holder of the First Note Obligation, Second Note Obligation and Third Note Obligation, is the Beneficiary under the First Security Agreement, Second Security Agreement and Third Security Agreement, and is the assignee of the liens originally transferred under the Tax Lien Transfer Affidavit and Transfer of Tax Lien Certification; and

WHEREAS Howard Marc Spector (the “Substitute Trustee”) has succeeded to all rights and interest of John P. Nelson and Sarah Taylor Kohm under the First Security Agreement, Second Security Agreement and Third Security Agreement; and

WHEREAS the Beneficiary has directed the Substitute Trustee to enforce the power of sale granted under, *inter alia*, the First Security Agreement, Second Security Agreement and Third Security Agreement and for the purpose of collecting the indebtedness secured under it, and to foreclose the tax liens assigned to Beneficiary by all units collected by Dallas County that are applicable to these properties, and all units collected by Irving ISD that are applicable to these properties in accordance with Sections 32.05 – 32.065 of Texas Tax Code. Notice is given that before the sale, the Beneficiary may appoint another personal substitute trustee to conduct the sale; and

WHEREAS the sale is a non-judicial foreclosure of tax liens and security interests being conducted pursuant to the power of sale granted by the Security Agreement and Obligation executed by Trinity East Energy, LLC and pursuant to the laws of the State of Texas; and

WHEREAS default has occurred under the First Note Obligation, Second Note Obligation and Third Note Obligation and/or the First Security Agreement, Second Security Agreement and Third Security Agreement; and

Therefore, Howard Marc Spector, Substitute Trustee, having an address of 12770 Coit Road, Suite 1100, Dallas, Texas 75251, hereby gives notice, that, after due posting, publication, and filing of this Notice, and after having given written notice of at least twenty-one (21) consecutive days by certified mail, return receipt, to (i) each owner of the Properties, of which Beneficiary has actual knowledge as of the date hereof, at the last known address of each such owner, (ii) each debtor who, according to the records of the Beneficiary, is obligated to pay the debts owed to the Beneficiary which are secured by the Properties, and (iii) the mortgage servicer or the holder of all recorded real property liens encumbering the Properties, I will sell the Properties at public auction on **MARCH 5, 2019**, to the highest bidder or bidders at the area that has been designated pursuant to the order of the Commissioner’s Court of Dallas County, Texas, as the general area where foreclosure sales are conducted, which is: on the North Side of the George Allen Courts Building facing Commerce Street below the overhang, 600 Commerce Street, Dallas, Texas, or as designated by the County Commissioners.

Pursuant to Section 51.002 of the Texas Property Code, the foreclosure sale will begin no earlier than **10:00 a.m.** and no later than three hours after that time. The sale shall be completed by no later than 1:00 p.m.

The sale will be conducted as a public auction to the highest bidder for cash, subject to the right of the Beneficiary to have its bid credited to the First Note Obligation, Second Note Obligation and Third Note Obligation up to the amount of the unpaid debt secured by the First Security Agreement, Second Security Agreement and Third Security Agreement and liens evidenced by the Transfer of Tax Lien Certification. Other than the Beneficiary, those desiring to purchase the Properties will need to demonstrate their ability to pay cash on the day the Properties are sold.

Pursuant to section 51.009 of the Texas Property Code, the Properties 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 SECURITY AGREEMENT AND AT PURCHASER’S OWN RISK.** 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 51.0075 of the Texas Property Code, the 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 Substitute Trustee. Pursuant to Security Agreement and applicable law, the Beneficiary has the right to direct the Substitute Trustee to sell the Properties in one or more parcels and/or to sell all or only part of the Properties.

The sale conducted pursuant to this Notice will be made subject to any valid and existing liens and any other title encumbrances affecting title to the Properties or any part of the Properties that are proved equal or superior to the liens and other rights of Beneficiary under its security instrument(s) or other recorded instruments.

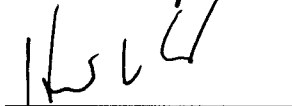
A description of the Properties to be sold are described on the attached “Exhibit A” which is incorporated by this reference for all purposes as if fully set forth herein.

The instruments to be foreclosed are the First Security Agreement, Second Security Agreement and Third Security Agreement, the Tax Lien Transfer Affidavit and the liens evidenced by the Transfer of Tax Lien Certification.

The Beneficiary may postpone, withdraw, or reschedule the sale for another day. In that case, the Substitute Trustee may not appear at the date, time, and place of the 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.

Questions concerning the sale may be directed to counsel for the Beneficiary:
Howard Marc Spector, Spector & Johnson, PLLC, 12770 Coit Road, Suite 1100, Dallas,
TX 75251; (214) 365-5377.

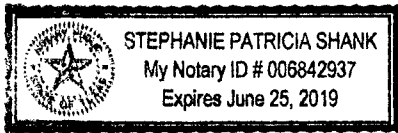
Witness my hand the 11th day of February, 2019.




Howard Marc Spector
Substitute Trustee

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of February,
2019 by Howard Marc Spector, Substitute Trustee.





Notary Public in and for the State of Texas
My Commission Expires: 6-25-2019

EXHIBIT "A"

2900 Tom Braniff Drive and 3000 Wildwood Drive, Irving, Texas

BEING A TRACT OF LAND CONTAINING 1.494 ACRES OF LAND, MORE OR LESS, SITUATED IN THE J. P. OWENS SURVEY, ABSTRACT NO. 1754, AND THE ELI MERRELL SURVEY, ABSTRACT NO. 931, AND BEING A PART OF THAT TRACT OF LAND DESCRIBED IN A DEED TO THE UNIVERSITY OF DALLAS (UD), AS RECORDED IN COUNTY CLERK'S DOCUMENT NO. 20070158967, OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS (O.P.R.D.C.T.); SAID 1.494 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN SPECIAL WARRANTY DEED DATED APRIL 16, 2008 AND RECORDED ON APRIL 16, 2008 AS INSTRUMENT NO. 20080125325, DEED RECORDS, DALLAS COUNTY, TEXAS, FROM UNIVERSITY OF DALLAS, A TEXAS NON-PROFIT CORPORATION TO TRINITY EAST ENERGY, LLC, A TEXAS LIMITED LIABILITY COMPANY.

3000 Tom Braniff Drive and 3002 Tom Braniff Drive, Irving, Texas

BEING A TRACT OF LAND CONTAINING 8.167 ACRES OF LAND SITUATED IN THE J. P. OWENS SURVEY, ABSTRACT NO. 1754, AND THE ELI MERRELL SURVEY, ABSTRACT NO. 931, AND BEING A PART OF THAT TRACT OF LAND DESCRIBED IN A DEED TO THE UNIVERSITY OF DALLAS (UD), AS RECORDED IN COUNTY CLERK'S DOCUMENT NO. 20070158967, OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS (O.P.R.D.C.T.); SAID 8.167 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN SPECIAL WARRANTY DEED DATED FEBRUARY 26, 2008 AND RECORDED ON MARCH 5, 2008 AS INSTRUMENT NO. 20080072515, DEED RECORDS, DALLAS COUNTY, TEXAS, FROM UNIVERSITY OF DALLAS, A TEXAS NON-PROFIT CORPORATION TO TRINITY EAST ENERGY, LLC, A TEXAS LIMITED LIABILITY COMPANY; SAVE AND EXCEPT THAT CERTAIN 0.3813 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN SPECIAL WARRANTY DEED DATED AUGUST 17, 2009 AND RECORDED ON AUGUST 21, 2009 AS INSTRUMENT NO. 200900241526, DEED RECORDS, DALLAS COUNTY, TEXAS, FROM TRINITY EAST ENERGY, LLC, A TEXAS LIMITED LIABILITY COMPANY TO IRVING FLOOD CONTROL DISTRICT SECTION, ALSO KNOWN AS IRVING FLOOD CONTROL DISTRICT.