

**NOTICE OF ASSESSMENT LIEN SALE FILED**

THE STATE OF TEXAS   §  
  §  
COUNTY OF DALLAS   §

**KNOW ALL PERSONS BY THESE PRESENTS**

JOHN F. WARREN  
COUNTY CLERK

**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.**

**WHEREAS**, Lizette Noel Hubert (“Hubert”), is the owner of a unit in the Waterfall Crossing Condominiums in Richardson, Dallas County, Texas: and

**WHEREAS**, the Waterfall Crossing Joint Venture Declaration and Master Deed for Waterfall Crossing Condominiums (the “Declaration”), a condominium regime in the City of Richardson, Dallas County, Texas, was executed June 18, 1980 and filed of record on June 20, 1980 at Volume 80122, Page 3181 of the Condominium Records of Dallas County, Texas, and a Supplementary Declaration (the “Supplementary Declaration”) was executed on July 29, 1980 and recorded in Volume 80160, Page 680, of the Deed Records of Dallas, County, Texas, and the Declaration and Supplementary Declaration, to which Hubert is bound as lot owner, provides for the assessment against the owners of monies to maintain the common elements of the condominium, and it, along with section 82.113 of the Texas Uniform Condominium Act, provides for a lien on the lot in the Waterfall Crossing Condominiums for any unpaid assessments and related charges; and

**WHEREAS**, Hubert is in default in the payment of unpaid assessments and related charges owed to the Waterfall Crossing Homeowners Association (the “Association”), for which a lien has been created, and the same are now wholly due and the Association, acting by and through its duly authorized agent, intends to sell the herein described property to satisfy the present indebtedness of said owner to the Association;

**NOW, NOTICE IS HEREBY GIVEN** that on the 1st Tuesday in May, the 7th day of May, 2019, I will sell the property at the area for foreclosure sale designated by the

Dallas County Commissioner's Court, said location being in the area outside of the north side of the George L. Allen Senior Courts Building, facing Commerce Street, below the overhang, 600 Commerce Street, Dallas, Texas 75202, to the highest bidder for cash subject to any prior and superior liens, if any. The earliest time at which the sale will begin is 10:00 am and no later than three hours after such time.

The Property is located at 873 Dublin Drive, Unit C, Richardson, Texas 75080, and is more particularly described as follows:

**BEING UNIT NO. V-3, BUILDING V OF WATERFALL CROSSING CONDOMINIUMS, A CONDOMINIUM REGIME IN THE CITY OF RICHARDSON, DALLAS COUNTY, TEXAS, ACCORDING TO THE DECLARATION THEREOF, RECORDED IN VOLUME 80122, PAGE 3181, OF THE CONDOMINIUM RECORDS OF DALLAS COUNTY, TEXAS; ALONG WITH THAT SUPPLEMENTARY DECLARATION RECORDED IN VOLUME 80160, PAGE 680, REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS, TOGETHER WITH AN UNDIVIDED INTEREST IN THE GENERAL COMMON ELEMENTS AS DESCRIBED IN SAID DECLARATION, AND TOGETHER WITH THE EXCLUSIVE USE OF THE LIMITED COMMON ELEMENTS APPURTENANT TO SAID UNIT AND BUILDING, ALL AS DESCRIBED IN SAID DECLARATION.**

WITNESS MY HAND this 28<sup>th</sup> day of March, 2019.

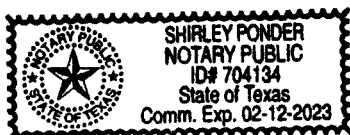
**WATERFALL CROSSING HOMEOWNERS ASSOCIATION**

By Jack M. Kuykendall, Sub. Trustee

Jack M. Kuykendall, Substitute Trustee  
Law Offices of Jack M. Kuykendall  
15601 Dallas Parkway, Suite 900  
Addison, Texas 75001

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 28<sup>th</sup> day of March, 2019, by Jack M. Kuykendall.



Shirley Ponder  
Notary Public, State of Texas

FILED

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

**DATE:** April 4, 2019

2019 APR -8 AM 10:32

**NOTE:** Real Estate Note described as follows:

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

Date: July 28, 2018  
Maker: Wildcat Lending Fund One, LP  
Payee: Three Beyond, LLC  
Original Principal Amount: \$415,000.00

**DEED OF TRUST:**

Date: July 28, 2018  
Grantor: Three Beyond, LLC  
Trustee: Michael E. Gillman  
Beneficiary: Wildcat Lending Fund One, LP  
Recorded: Doc. No. 201800205823 in the real property records of Dallas County, Texas

**LENDER:** Wildcat Lending Fund One, LP

**BORROWER:** Three Beyond, LLC

**PROPERTY:** The real property described as follows:

Lot 17, Block 1, FIRST INSTALLMENT, CREEKWOOD ESTATES, an addition to the City of Richardson, Dallas County, Texas, according to the plat recorded in Volume 164, Page 2199, Map Records, Dallas County, Texas

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

**SUBSTITUTE TRUSTEE:** Timothy Micah Dortch, Maryssa Simpson, and/or Luisa Ulluela

Substitute Trustee's Mailing Address:  
Potts Law Firm, LLP  
2911 Turtle Creek Blvd., Suite 1000  
Dallas, Texas 75219

**DATE AND TIME OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:**

Date: May 7, 2019  
Time: To commence at 10:00 a.m., or within three (3) hours after that time

**PLACE OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:**

North Side of the George Allen Courts Building Facing 600 Commerce Street Below the Overhang in Dallas, Texas, or as designated by the County Commissioners

**NOTICE**

**Assert and protect your rights as a member of the armed forces of the United States. If you 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.**

**RECITALS**

Default has occurred in the payment of the Note and in the performance of the obligations under the Deed of Trust that secures the Note. Because of this default, Wildcat Lending Fund One, the owner and the holder of the Note and Deed of Trust lien under Texas Property Code section 51.002, has requested that Substitute Trustee sell the Property according to the terms of the Deed of Trust and applicable law.

The Deed of Trust may encumber both real and personal property. Formal notice is now given of Wildcat Lending Fund One, LP's election to proceed against and sell both the real property and any personal property described in the Deed of Trust, consistent with Wildcat's rights and remedies under the Deed of Trust and Texas Business and Commerce Code section 9.604(a).

Therefore, notice is given that on the date and time of substitute trustee's sale of property and at the place of substitute trustee' sale of property, substitute trustee, or any other substitute trustee Wildcat may appoint, will sell the Property by public sale to the highest bidder for case or acceptable certified funds, according to the Deed of Trust and applicable law. The sale and conveyance of the Property will be subject to all matters of record applicable to the Property that are superior to the Deed of Trust and to any permitted exceptions to title described in the Deed of Trust. Substitute Trustee has not made and will not make any covenants, representations, or warranties about the Property other than providing the successful bidder at the sale with a deed to the Property containing any warranties of title required by the Deed of Trust. The Property will be sold AS IS, WHERE IS, AND WITH ALL FAULTS.

EXECUTED as of April 4, 2019.



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TIMOTHY MICAH DORTCH,  
Substitute Trustee

**NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE**

**DEED OF TRUST INFORMATION:**

**Date:** 10/18/2011  
**Grantor(s):** SHARON S. CORTEZ AND HUSBAND, TONY CORTEZ  
**Original Mortgagee:** MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR NTFN, INC. DBA PREMIER NATIONWIDE LENDING, ITS SUCCESSORS AND ASSIGNS  
**Original Principal:** \$155,610.00  
**Recording Information:** Instrument 201100275298  
**Property County:** Dallas  
**Property:** LOT TEN (10), IN BLOCK FOUR (4), OF UNIVERSITY ESTATES NORTH, NUMBER FOUR (4), AN ADDITION TO THE CITY OF RICHARDSON, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 79172, PAGE 1285, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.  
**Reported Address:** 2106 OAKWOOD DRIVE, RICHARDSON, TX 75082

**MORTGAGE SERVICING INFORMATION:**

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

**Current Mortgagee:** Wells Fargo Bank, N.A.  
**Mortgage Servicer:** Wells Fargo Bank, N.A.  
**Current Beneficiary:** Wells Fargo Bank, N.A.  
**Mortgage Servicer Address:** 3476 Stateview Boulevard, Fort Mill, SC 29715

**SALE INFORMATION:**

**Date of Sale:** Tuesday, the 7th day of May, 2019  
**Time of Sale:** 10:00 AM or within three hours thereafter.  
**Place of Sale:** AT THE AREA OUTSIDE ON THE NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG in Dallas County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Dallas County Commissioner's Court.  
**Substitute Trustee(s):** Brent Graves, Craig Muirhead, Aaron Parker, Logan Thomas, Rick Montgomery, Phillip Pierceall, Cary Corenblum, Shawn Schiller, Matthew Hansen, Terry Waters, Clay Golden, Michelle Schwartz, Guy Wiggs, Russell Stockman, Michael Burns, Sammy Hooda, or Suzanne Suarez, any to act  
**Substitute Trustee Address:** 14841 Dallas Parkway, Suite 425, Dallas, TX 75254

WHEREAS, the above-named Grantor previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared; such default was reported to not have been cured; and all sums secured by such Deed of Trust were declared to be immediately due and payable; and

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Brent Graves, Craig Muirhead, Aaron Parker, Logan Thomas, Rick Montgomery, Phillip Pierceall, Cary Corenblum, Shawn Schiller, Matthew Hansen, Terry Waters, Clay Golden, Michelle Schwartz, Guy Wiggs, Russell Stockman, Michael Burns, Sammy Hooda, or Suzanne Suarez, any to act, have been appointed as Substitute Trustees and requested to sell the Property to satisfy the indebtedness; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note has been accelerated and all sums secured by the Deed of Trust have been declared to be immediately due and payable.
2. Brent Graves, Craig Muirhead, Aaron Parker, Logan Thomas, Rick Montgomery, Phillip Pierceall, Cary Corenblum, Shawn Schiller, Matthew Hansen, Terry Waters, Clay Golden, Michelle Schwartz, Guy Wiggs, Russell Stockman, Michael Burns, Sammy Hooda, or Suzanne Suarez, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. This sale shall be subject to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien of the Deed of Trust.
4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's own risk" and "at his peril", and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interests of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.

Very truly yours,

Bonial & Associates, P.C.



BY \_\_\_\_\_  
JOHN F. WARREN  
DALLAS COUNTY CLERK  
2019 APR -9 AM 10:04