

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

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

STATE OF TEXAS §
COUNTY OF DALLAS §

Date: March 12, 2024
Borrower: Restoration Properties Group LLC
Borrower's Address: Restoration Properties Group LLC
30 N Gould St., Ste R
Sheridan, WY 82801
Holder: Toorak Capital Partners, LLC
Holder's Address: 15 Maple Street, Second Floor West
Summit, New Jersey 07901
Substitute Trustee: John T. Duncan III, Jeffrey J. Zissa, P. Kyle Cheves, and each
of them acting alone
Substitute Trustee's Address: 2950 N Harwood St., Suite 2100
Dallas, TX 75201
Deed of Trust: Deed of Trust
Date: July 13, 2021
Grantor: Restoration Properties Group LLC
Original Lender: Global RAI Funding LLC
Trustee: Lawyers Title Company

FILED
2024 MAR 12 PM 12:12
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY \_\_\_\_\_ DEPUTY

Secures: Note, dated as of July 13, 2021 (the "Note"), executed by Grantor, payable to Original Lender, in the original stated principal amount of Two Hundred Twelve Thousand Eight Hundred and 00/100 (\$212,800.00), presently owned and held by Holder

Recording: Recorded in the Official Public Records of Dallas County, Texas (the "Records") as Document Number 202100221505

Assignment from Original Lender to Holder: Evidenced by that certain Assignment of Commercial Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents, dated July 13, 2021, and recorded in the Records as Document Number 202100222402

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

Foreclosure Sale:

Date of Sale: Tuesday, April 2, 2024

Time of Sale: The sale of the Property will take place between the hours of 10:00 a.m. and 1:00 p.m. local time; the earliest time at which the sale will take place is 10:00 a.m., and the sale will begin within three hours thereafter.

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


Holder has appointed John T. Duncan III, Jeffrey J. Zissa, P. Kyle Cheves, and each of them acting alone as Substitute Trustees under the Deed of Trust upon the contingency and in the manner outlined by the Deed of Trust and in accordance with Chapter 51 of the Texas Property Code. Default has occurred pursuant to the provisions of the Deed of Trust and other documents relating to the indebtedness evidenced by the Note. The indebtedness evidenced by the Note is

now wholly due. Holder has instructed Substitute Trustee to sell the Property toward the satisfaction of the Note.

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

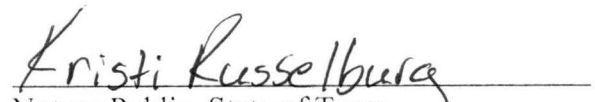
Notice is hereby given that on the Date of Sale, at the Time of Sale, Substitute Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "AS IS" and further subject to any valid leases to the Property or any portion thereof, which leases shall not terminate as a result of the sale. THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION OR QUIET ENJOYMENT OR THE LIKE FOR THE PERSONAL PROPERTY INCLUDED IN THE SALE. Holder may bid by credit against the indebtedness evidenced by the Note and secured by the Deed of Trust. The Substitute Trustee conducting the Foreclosure Sale may, at his option, postpone the sale for a reasonable time to permit the highest bidder (if other than Holder) to produce cash to pay the purchase price bid, and the sale may be resumed if the bidder fails to produce cash to pay the purchase price within such time period, provided in any event the sale shall be concluded no later than 1:00 P.M. local time.

[signature on following page]

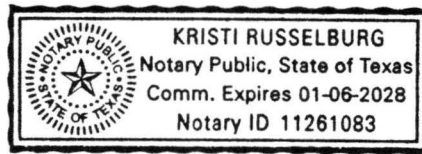
  
\_\_\_\_\_  
P. Kyle Cheves, Affiant

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

Subscribed and sworn to before me, the undersigned authority, on this 12th day of March 2024, personally appeared P. Kyle Cheves, the Affiant and aforementioned substitute trustee.

  
\_\_\_\_\_  
Notary Public, State of Texas

My Commission expires:  
01/06/2028



After recording return to:

P. Kyle Cheves  
Polsinelli PC  
2950 N. Harwood Street, Suite 2100  
Dallas, Texas 75201

## EXHIBIT A

Being Lot 8, Block "O", Highland Meadows Phase IIB, an Addition to the City of Seagoville, Dallas County, Texas, according to the Plat recorded in Document No. 201600300312 of the Official Public Records, Dallas County, Texas.