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Notice of Foreclosure Sale

2024 APR 12 PM 1:43

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

Deed of Trust ("Deed of Trust"):

Dated: February 17, 2023

Grantor: Contractors Plus Roofing & Construction, LLC, a Texas limited liability company

Trustee: Ronald K. Ballard

Lender: STRATA Trust Company Custodian FBO Dan Walker IRA, 33.90% undivided interest, AND Urban Coyote Holdings, LLC, a Texas limited liability company, 32.20% undivided interest, AND Greenwing Investments, LLC, a Texas limited liability company, 33.90% undivided interest

Recorded in: Dallas County, Texas as instrument number 202300041627

Legal Description: Being Lot 12, Block C/1845 of Second Avenue Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the Plat there of recorded in Volume 1, Page 506, Map Records, Dallas County, Texas;

Commonly known as: 3823 Frank St., Dallas 75210;

Secures: Secured Promissory Note ("Note") in the original principal amount of \$118,000, executed by Contractors Plus Roofing & Construction, LLC., ("Borrower") and payable to the order of Lender

Property: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust.

Substitute Trustee: David L. Pritchard, Alex Londoff, or any of them acting alone.

Substitute Trustee's Addresses:

David L. Pritchard
1244 Southridge Court, Suite 102
Hurst, Texas 76053

Alex Londoff
1244 Southridge Court, Suite 102
Hurst, Texas 76053

Foreclosure Sale:

Date: May 7, 2024

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 am and not later than three hours thereafter.**

Place: Dallas County Courthouse, in Dallas, Texas, at the following location: PLACE DESIGNATED BY THE COMMISSIONERS COURT

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)**

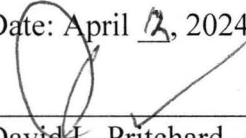
provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

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 MORTGAGE SERVICER.

Date: April 12, 2024



David L. Pritchard, Attorney and Substitute Trustee
1244 SOUTHRIDGE CT, STE 102
HURST, TX 76053
Telephone (817) 285-8017
Telecopier (817) 285-0224

NOTICE OF ASSESSMENT LIEN SALE

FILED

STATE OF TEXAS §
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COUNTY OF DALLAS §

2024 APR 12 PM 12:15

JOHN F. WARREN
COUNTY CLERK

WHEREAS, on or about March 14, 2024 a Notice of Lien was filed in the Deed Records of Dallas County, Texas, instrument #202400051410, covering the real property herein described concerning default in the payment of the indebtedness owing by **PATRICK C. LEMMONS & MICHAEL R. WILLIAMS**, the present owner(s) of said real property, to Oakhollow Condominiums (aka Oakhollow Owners Association, Inc. or Oak Hollow Condominium Owners Association, Inc.); and

WHEREAS, the said **PATRICK C. LEMMONS & MICHAEL R. WILLIAMS** has/have continued to default in the payment of its/his/her/their indebtedness to the Association and the same is 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 owners to the Association;

NOW, THEREFORE, notice is hereby given that on Tuesday, May 7, 2024, between 10 o'clock a.m. and 4 o'clock p.m., the Association will sell said real estate on the north side of the building below the overhang facing Commerce Street of the George Allen Courts Building, 600 Commerce Street, Dallas, Dallas County, Texas, to the highest bidder for cash subject to all superior liens and encumbrances of record. The earliest time at which said sale will begin will be 12:00 o'clock noon, and the sale will take place not later than three (3) hours after that time.

Said real estate is described as follows: **SEE ATTACHED EXHIBIT "A"**; and

ACTIVE MILITARY SERVICE 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 immediately.

WITNESS my hand this 12th day of April, 2024.

OAKHOLLOW OWNERS ASSOCIATION, INC.

By: Victor Bosnich
Lori Welsh or Victor Bosnich
5204 Village Creek, Suite 202, Plano, TX 75093

The within notice was posted by me on the 12th day of April, 2024, at the Dallas County Courthouse in Dallas, Texas.

Victor Bosnich

EXHIBIT "A"

Unit No. 3026 in Building C and its appurtenant undivided interest in and to the general and limited common elements of Oakhollow Condominiums, a condominium regime in the City of Dallas, Dallas County, Texas, according to the Condominium Declaration, recorded in/under Volume 81027, Page 3125, Real Property Records, Dallas County, Texas, together with any and all amendments and/or supplements thereto.

NOTICE OF FORECLOSURE SALE

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard 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 given that the property described below shall be sold at public auction on the date, at the time, and in accordance with the terms contained in this Notice of Foreclosure Sale and the applicable laws of the State of Texas.

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

Date: **5/7/2024**

Time: The sale will begin no earlier than **12:00 PM** or no later than three hours thereafter.

Place: **Dallas County, Texas** at the following location: **600 Commerce Street, Dallas, Texas 75202**, at the area outside 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 DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE.

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

TRACT 1: BEING Lot 1, Block A/7211, SBC Pinnacle Park Addition, an Addition to the City of Dallas, as recorded in Volume 2002117, Page 21, Map Records of Dallas County Texas.

TRACT 2 (EASEMENT): Non-exclusive easements contained in Master Declaration of Protective Covenants for Pinnacle Park dated April 13th, 1999, filed for record on April 13th, 1999, recorded in Volume 99071, Page 6889, Deed Records, Dallas County, Texas.

Parcel ID: 007211000A0010000

Address/Commonly known as: **4331 Communications Drive, Dallas, Dallas County, Texas 75211**

Instrument to be Foreclosed – The instrument to be foreclosed is the Amended and Restated Deed of Trust, Assignment of Rents and Leases, Security Agreement, Fixture Filing and Financing

FILED
2024 APR 12 PM 3:14
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
PROPERTY

Statement dated November 14, 2019 and recorded on November 15, 2019 as Texas Instrument Number 201900308523 in the real property records of Dallas County, Texas (“Deed of Trust”).

Grantor: TAF Pinnacle Park, LLC, c/o Barnes & Thornburg LLP, 3340 Peachtree Road NE, Suite 2900, Atlanta, Georgia 30326; c/o Morris, Manning & Martin, LLP, 1600 Atlanta Financial Center, 3343 Peachtree Road, NE Atlanta, Georgia 30326

Guarantor(s): Aztec OME Holdings, Inc., c/o Barnes & Thornburg LLP, 3340 Peachtree Road NE, Suite 2900, Atlanta, Georgia 30326; c/o Morris, Manning & Martin, LLP, 1600 Atlanta Financial Center, 3343 Peachtree Road, NE Atlanta, Georgia 30326

The Aztec Fund Holding, Inc., c/o Barnes & Thornburg LLP, 3340 Peachtree Road NE, Suite 2900, Atlanta, Georgia 30326; c/o Morris, Manning & Martin, LLP, 1600 Atlanta Financial Center, 3343 Peachtree Road, NE Atlanta, Georgia 30326

Original Lender/Beneficiary: Bank of America, N.A., 2380 Performance Dr., Bldg. C, Richardson, Texas 75082, Attn: Commercial Real Estate Loan Administration

Current Lender/Beneficiary: Bank of America, N.A., 2380 Performance Dr., Bldg. C, Richardson, Texas 75082, Attn: Commercial Real Estate Loan Administration

Administrative Agent: Bank of America, N.A., 2380 Performance Dr., Bldg. C, Richardson, Texas 75082, Attn: Commercial Real Estate Loan Administration

Current Substitute Trustee: Evan McGuire, with Griffith, Jay & Michel, LLP, whose mailing address is 2200 Forest Park Boulevard, Fort Worth, Texas 76110

The Administrative Agent is authorized to represent the Beneficiary by virtue of the express terms of the November 14, 2019 Consolidated, Amended and Restated Loan Agreement by and among TAF Pinnacle Park, LLC, TAF Intellicenter, LLC, TAF Lakeside II, LLC, TAF Royal Tech, LLC, TAF 5775 DTC, LLC, OME Windward Oaks, LLC, OME Lake Vista III & IV, LLC, OME 2001 Mark Center, LLC, and OME Bowie Corporate Center, LLC and Bank of America, N.A., and Other Financial Institutions (the “Loan Agreement”). Pursuant to the Loan Agreement and Texas Property Code §51.0025, the Administrative Agent is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

Terms of Sale – The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the beneficiary 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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any. Pursuant to the Deed of Trust, the 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. Pursuant to section 51.009 of the Texas Property Code, the property will be sold in “as is, where is” condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property. Pursuant to section 51.0075 of the Texas Property Code, the Trustee (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.

Type of Sale – The Beneficiary under the Deed of Trust has elected to conduct a unified foreclosure sale pursuant to the provisions of Texas Business and Commerce Code § 9.604(a) and to include in the non-judicial foreclosure pursuant to the power of sale granted by the Deed of Trust described in this Notice of Foreclosure Sale all of the personal property and fixtures described within the Loan Agreement and related documents. The Beneficiary reserves the right to revoke its election as to some or all of said personal property and/or fixtures, or to add additional personal property and/or fixtures to the election herein expressed, at the Beneficiary’s sole election, from time to time and at any time until the consummation of the Trustee’s sale to be conducted pursuant to the Deed of Trust and this Notice of Foreclosure Sale. The real property and personal property encumbered by the Deed of Trust will be sold at the sale in accordance with the provisions of the Deed of Trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

Name and Address of Substitute Trustee – The Substitute Trustee responsible for conducting the foreclosure sale is:

Name of Substitute Trustee: Evan McGuire, with Griffith, Jay & Michel, LLP

Address of Substitute Trustee: 2200 Forest Park Boulevard, Fort Worth, Texas 76110

Obligations Secured – The Deed of Trust provides that it secures and enforces the payment and performance of the following promissory notes, obligations, indebtedness, duties and liabilities and all renewals, extensions, supplements, increases, and modifications thereof in whole or in part from time to time: (a) all amounts funded and outstanding from time to time under the Loan Agreements, including under the promissory notes and all other obligations, (b) the cost of collection of the obligations, (c) such additional amounts as Lenders may from time to time advance pursuant to the terms and conditions of the Loan Agreement and/or the Deed of Trust and not met by Borrower with respect to an obligation secured by a lien or encumbrance prior to the lien of the Deed of Trust or for the protection of the lien of the Deed of Trust, and (d) interest on the foregoing as set forth in the Loan Agreement and/or the promissory notes.

The sale will be made, but without covenant or warranty, express or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the promissory notes and all other amounts lawfully owing under the promissory notes, the Deed of Trust, the Loan Agreement, and all other associated loan documents, including, without limitation, all interest, default interest, late charges, advances, attorneys' fees and other costs and expenses.

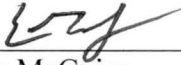
The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the sale will be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been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

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

Bank of America, N.A.,
c/o Brandon Renken, Mayer Brown LLP
700 Louisiana Street, Suite 3400
Houston, TX 77002
brenken@mayerbrown.com
(713) 238-2602

Dated: April 12, 2024

Griffith, Jay & Michel, LLP



Evan McGuire
2200 Forest Park Boulevard
Fort Worth, Texas 76110
817.926.2500 (Telephone)
817.926.2505 (Facsimile)
Email: emcguire@lawgjm.com

AFTER RECORDING, RETURN TO:

Evan McGuire
2200 Forest Park Boulevard
Fort Worth, Texas 76110
817.926.2500 (Telephone)
817.926.2505 (Facsimile)
Email: emcguire@lawgjm.com

STATE OF TEXAS)
COUNTY OF Tarrant)

This instrument was acknowledged before me on April 12, 2024, by Evan McGuire, Substitute Trustee.



Celina Monterroso

Notary Public, State of Texas
My commission expires: 5-6-2026