

# 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.**

## RECITALS:

- A. HomeCo Partners LLC (the “**Holder**”) is the current owner and holder of the Promissory Note described below.
- B. The Promissory Note is secured by the Commercial Investor Deed of Trust described below.
- C. The Borrower named below is in default under the Promissory Note and the Commercial Investor Deed of Trust and the default has not been cured after receiving notice of default and opportunity to cure.
- D. The undersigned has accelerated the indebtedness evidenced by the Promissory Note.

## NOTICE OF FORECLOSURE SALE:

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.

### 1. Date, Time, and Place of Sale:

**Date:** The sale shall be held on **Tuesday, July 2<sup>nd</sup>, 2024.**

**Time:** The sale will begin at **10:00 AM** and will be conducted within three hours thereafter.

**Place:** In the area designated by the Commissioners Court of such County, pursuant to § 51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if no such place is so designated, the sale will take place in the area where this Notice of Foreclosure Sale is posted).

### 2. Terms of Sale:

Because of the default in performance of the obligations secured by the Deed of Trust, the Substitute Trustee will sell the property “As Is” by public auction to the highest bidder for cash or cash equivalent.

### 3. Instrument to be Foreclosed:

The security instrument to be foreclosed is the Deed of Trust dated September 13, 2022, by SLEVIN REAL ESTATE SOLUTION LLC, a Texas limited liability company, as grantor(s), to GARY LANCASTER, as Trustee, for the benefit of Tejas Flipco Financial, LLC, as beneficiary, recorded under **2022059671** in the Real Property Records of Galveston County, Texas, said instrument having been assigned to NIGHTINGALE LAW GROUP PLLC, as Trustee, via Appointment of Successor Trustee,

filed in the Real Property Records of Galveston County, Texas, for the benefit of Holder, as Beneficiary, recorded under **2023058852** in the Real Property Records of Galveston County, Texas. Said Deed of Trust was subsequently assigned to HomeCo Partners LLC, (the "Holder"), via an Assignment of Commercial Investor Deed of Trust, recorded under Clerk's File No. **2023051714** in the Real Property Records of Galveston County, Texas, Said Deed of Trust authorizes the Trustee to appoint a Substitute Trustee(s). The Trustee has chosen to exercise this option and has appointed the Substitute Trustee(s) as identified below, to act on behalf of Holder, and post this Notice of Foreclosure and conduct a foreclosure sale of the Property. This appointment was made via an Appointment of Substitute Trustee dated May 10, 2024, recorded under **2024020923** in the Real Property Records of Galveston County, Texas.

**4. Names and Address of Substitute Trustees:**

The names of the Substitute Trustees are: **CASEY MARCIN, KATIE WOLLFARTH AND WALKER SMITH.**

The address of the Substitute Trustees is: 12140 Wickchester Lane, Suite 100, Houston, Texas 77079.

**5. Obligations Secured:**

The indebtedness evidenced by the Promissory Note in the original principal amount of ONE HUNDRED TWENTY-FOUR THOUSAND SIX HUNDRED FIFTY DOLLARS (\$124,650.00), including all accrued and unpaid interest and all other amounts payable by the debtor[s] as described in the promissory note, any other related documents and all modifications, renewals, and extensions thereof. Holder is the current lien holder of the Deed of Trust and the current owner and holder of the Promissory Note.

**6. Property to Be Sold:**

The property to be sold is described as follows:

See attached **Exhibit A** incorporated herein as if set forth at length.

**7. Additional Provisions:**

Default has occurred in the payment of the Promissory Note and in the performance of the obligations of the Deed of Trust. Because of that default, Holder, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is given of Holder's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Holder's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

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 Holder 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 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 Foreclosure Sale will not cover any part of the Property that has been released of public record by Holder 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.

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.

This Notice of Foreclosure Sale is executed this 4th day of June 2024.

NIGHTINGALE LAW GROUP, PLLC

By:

Walker Smith

12140 Wickchester Drive, Suite 111

Houston, Texas 77079

STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS       §

This instrument was acknowledged before me on the 4th day of June 2024, by Walker Smith, as Substitute Trustee of HomeCo Partners LLC, personally known to me to be the person whose name is subscribed to the foregoing instrument on behalf of HomeCo Partners LLC.



*Cynthia Evelyn Todd*  
\_\_\_\_\_  
Notary Public in and for the State of Texas

**EXHIBIT A**

**Legal Description of Real Property**

[Commonly known as 1205 11th St N, Texas City, Texas 77590 and  
by Tax Parcel ID No. 661000000148000]

Lot 148, in SNUG HARBOR, SECTION TWO (2), a subdivision in Galveston County, Texas, according to the map or plat thereof as recorded in Volume 254-A, Page 45, and later transferred to Plat Record 5, Map Number 54, of the Map Records in the Office of the County Clerk of Galveston County, Texas.

**FILED**

Instrument Number: *FILED2024000653*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 06/05/2024 10:26AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

**Dwight D. Sullivan, County Clerk**  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*