

## Notice of Foreclosure Sale

OPEN-END COMMERCIAL DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust"):

Dated: May 14, 2021

Grantor: Sine Qua Non Properties, LLC  
("Borrower" and "Grantor")  
12706 Watercress Park  
Houston, Texas 77041

Trustee: Matt Brothers

Substitute Trustee: John M. Bustamante  
Woolsey Morcom, PLLC  
200 East Grayson Street, Suite 210  
San Antonio, Texas 78215

Lender: LYNK Investments, LLC, a Florida Limited Liability Company  
("Beneficiary" and "Lender")  
7100 Six Forks Road, Suite 335  
Raleigh, North Carolina 27615

Recorded in: Deed of Trust Document No. 2021036162 of the official real property records of Galveston County, Texas

Legal Description: See Exhibit A.

Secures: Loan Agreement ("Note") in the original principal amount of \$533,000, executed by Sine Qua Non Properties, LLC ("Borrower") and payable to the order of Lender.

Original Property: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, including the real property described in the attached Exhibit A, and all rights and appurtenances thereto.

Guaranty: The Note and all other indebtedness of Borrower to Lender is guaranteed by a Guaranty dated May 14, 2021, and executed by Scott M. Smith in favor of Lender.

Foreclosure Sale:

- Date: August 6, 2024
- Time: The sale of the Property will be held between the hours of 10:00 a.m. and 1:00 p.m. local time; **the earliest time at which the Foreclosure Sale will begin is 10:00 and not later than three hours thereafter.**
- Place: **Galveston County Texas at the following location: the area outside the west entrance of the County Courthouse of Galveston County, Texas 722 Moody Avenue (21st Street), Galveston, Texas 77550. Or, if the preceding areas is no longer the designated area, at the area most recently designated by the County Commissioners Court, pursuant to Section 51.002 of the Texas Property Code.**
- 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.

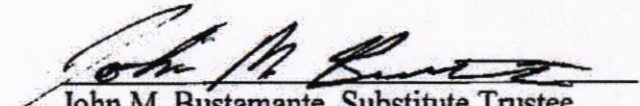
The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain 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.**

Date: July 15, 2024

  
John M. Bustamante, Substitute Trustee

## **EXHIBIT A**

### **Legal Description**

The South 120 feet of the West 120 feet of Lot 12, in Block "C", of Scott's Acre Home Addition, a Subdivision in Galveston County, Texas, according to the Map or Plat thereof recorded in Volume 254, Page 5 of the Map Records and transferred to Plat Record 5, Map No. 50, both of the Map Records of Galveston County, Texas.

**FILED**

Instrument Number: *FILED2024000839*

Filing Fee: 2.00

Number Of Pages: 5

Filing Date: 07/16/2024 10:01AM

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*

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**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.*