

NO. \_\_\_\_\_

**BLACK STONE INVESTMENT  
GROUP, LLC**

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§

**IN THE DISTRICT COURT**

**Plaintiff**

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§

**V.**

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§

**OF HARRIS COUNTY, TEXAS**

**BELLUM CIVILE, LLC, JAMES E.  
ALM, PEDRAM LALEZARI,  
CHRISTIAN BRASCOE, LLC and  
CAMERON NAMAZI**

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**Defendants**

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**\_\_\_\_\_ JUDICIAL DISTRICT**

**PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR TEMPORARY  
RESTRAINING ORDER AND REQUEST FOR TEMPORARY INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, BLACK STONE INVESTMENT GROUP, LLC, Plaintiff, filing this its Original Counter Petition against BELLUM CIVILE, LLC., JAMES E. ALM, PEDRAM LALEZARI, CHRISTIAN BRASCOE, LLC and CAMERON NAMAZI, Defendants, and in support thereof would show unto the Court the following:

*A. Parties and Discovery Control Plan*

1. Plaintiff BLACK STONE INVESTMENT GROUP, LLC is a Texas limited liability company that owns property located at 3425 Mainer St., Houston, Harris County, Texas 77021 (hereinafter also referred to as "the Subject Property"). Defendant BELLUM CIVILE, LLC, ("Bellum") is an unregistered foreign entity doing business in Texas. Defendants JAMES E. ALM ("Alm"), PEDRAM LALEZARI ("Lalezari"), and CAMERON NAMAZI ("Namazi") are individuals residing in Texas. Defendant CHRISTIAN BRASCOE, LLC ("Brascoe") is a Texas LLC owned by Namazi.

2. Plaintiff seeks non-monetary relief, and monetary relief aggregating more than \$100,000.00, and intends to conduct discovery under the provisions of Texas Rule of Civil Procedure 190.2.

*B. Jurisdiction and Venue*

3. This case involves transactions and title issues concerning real property located in Harris County, Texas. Therefore, jurisdiction is appropriate in this Court.

*C. Service*

4. Defendant BELLUM CIVILE, LLC, is an unregistered LLC who's address is believed to be 1309 Correen Ave Suite, Sheridan, Wyoming 82801. It can be served with service of citation on the Texas Secretary of State.

5. Defendant JAMES E. ALM is an individual who can be served with process at his residence, 53 Wynden Oaks Dr., Houston, Texas 77056.

6. Defendant PEDRAM LALEZARI is an individual who can be served with process at his office, 1246 Lorraine St., Ste A, Houston, Texas 77009.

7. Defendant CAMERON NAMAZI is an individual who can be served with process at his office, 1246 Lorraine St., Ste A, Houston, Texas 77009.

8. Defendant CHRISTIAN BRASCOE, LLC, is an entity organized under the laws of the State of Texas. It can be served with process on its registered agent, Registered Agents Inc. at 700 Lavaca, Ste 1401, Austin, Texas 78701.

*D. Conditions Precedent*

9. All conditions precedent have been performed or have occurred.

*E. Factual Background*

10. Plaintiff Black Stone is in the business of buying properties, then by making improvements to the property, will resale the property for a profit. Defendants all worked in unison and conspiracy to induce Plaintiff into entering into a purchase and loan arrangement through fraud, intentionally misrepresenting the nature of the loan and purchase. Plaintiff has expended substantial funds and resources toward improving the subject property, which is now ready for sale, despite Defendants' fraud.

11. Defendants Lalezari, Brascoe, Namazi and Alm worked together to deceive Plaintiff into believing that it was purchasing a property and borrowing funds to improve the property. In fact, Defendants induced Plaintiff into purchasing the property owned by Brascoe for a profit to Brascoe, then took the \$22,000.00 which was escrowed. Attached as Exhibit D is a true and correct copy of the closing statement, unsigned, that was provided to Plaintiff and which was followed at closing. The closing on the sales and loan transaction was October 16, 2019. Plaintiff understood the escrow was for improvement costs to the subject property. Defendant Alm took back the \$22,000.00, yet still charged Defendant interest and principal on a \$100,000.00 loan. Essentially, on the date of the loan, Defendant Alm charged Plaintiff \$22,000.00 for a \$77,500.00 loan.

Defendant Alm then continued to charge further interest based on a \$100,000.00 loan which Plaintiff paid.

12. Defendant Alm then allegedly transferred the note and deed of trust to a Defendant Bellum, whom it is believed is owned in whole or part by Defendant and/or his agents. Neither Defendant Bellum nor Defendant Alm have ever provided and accounting of the alleged debt. It is believed that no consideration was paid from Defendant Bellum to Defendant Alm for the alleged transfer of interest. Defendant Bellum has noticed a foreclosure sale for February 7, 2023.

13. Defendant Alm charged Plaintiff \$22,000.00 immediately on a \$77,500.00 loan, then charged \$1,000.00 in monthly interest payments, and finally \$100,000.00 on November 1, 2020. Defendant Alm agreed to continue to accept \$1000.00 interest payments until July of 2022.

14. The interest rate agreed to at closing on October was 12%. In actuality, Defendant charged 28% immediately, plus over 12% Defendant Bellum then proceeded to charge interest at a rate of 18% from December 1, 2022 to the present. The annual interest rate then charged was 40%, although the agreed amount was 12%. This is reflected in the Deed of Trust on file for this loan, a copy of which is attached hereto as Exhibit A and on the Notice of Assignment attached hereto as Exhibit B.

15. The annual interest rate charged is over 40% annual interest adjusting for compounding, and indeed exceeds the twice the maximum legal limit in this case. If Plaintiff had known of Defendants' intent to not provide \$22,000.00 of the loan for improvements, Plaintiff would not have entered into the loan and purchase transaction for the subject property with Defendants. Defendants' fraud induced Plaintiff into the transaction to its financial detriment.

16. Plaintiff has requested an accounting from both Defendant Alm and Defendant Bellum, but no accounting was ever provided. On January 17, 2023, Defendant Bellum filed a notice of foreclosure sale of the subject property (Exhibit C). The sale date is set for February 7, 2023.

17. If the property is foreclosed on, Plaintiff will lose the only asset it knows of to satisfy its claims against Defendant Bellum. Defendant Bellum is not registered with the Texas Secretary of State and may simply be a shell entity for Defendants to use to benefit from their fraud.

18. Defendant per its representations and usurious interest overcharge, is not entitled to declare a default in the loan or accelerate or notice the property for sale. As a result of Defendant's conduct, Plaintiff has been damaged through the loss of clear title to the subject property.

*F. Count 1 – Petition to Quiet Title and Declaratory Judgment as to the Deed of Trust Being Void*

Plaintiff brings this action to quiet title to the subject property. Additionally, Plaintiff asks that the Court declare that Defendant Bellum is not entitled to declare a default, and is not entitled to foreclose on the subject property on a temporary and permanent basis due to its conduct in

charging usurious interest and defrauding Plaintiff as to its intentions concerning the loan and financing structure.

*G. Count 2 - Slander of Title*

Defendant Bellum's actions constitute a slander of Plaintiff's title to the subject property, for which Plaintiff this Court to award judgment for actual and punitive damages in an amount to be determined by the trier of fact.

*H. Count 3 - Unreasonable Collection*

Defendants conduct as cited above, including the wrongful foreclosure initiated of its alleged interest in the subject property, constitutes an unreasonable collection effort by Defendant. Accordingly, Plaintiff asks this Court to award judgment for actual and punitive damages.

*I. Count 4 - Usurious Interest Charges*

Defendant's interest charges for the loan evidenced in Exhibit A, B and C, which is the basis for the foreclosure notice, as stated above, exceeds twice the legal limit established under the Texas Finance Code, and falls under the liability established by §349.002 of the TFC. Accordingly, Defendant is liable to Plaintiff for the entire amount of principal and interest, thereby by eliminating Defendant's right to notice the property for foreclosure. Plaintiff asks the Court for judgment in accordance with this section and for declaratory judgment that the Exhibit B deed of trust is released.

In the alternative, Plaintiff asks this Court for damages for under (a) and (b) of §349.001 of the Texas Finance Code, including but not limited to a judgment for twice or three times the amount of the interest charged.

Pursuant to both sections, Plaintiff asks this Court to award reasonable attorneys fees to be set by the Court.

*J. Fraud in Real Estate Transaction and Common Law Fraud*

Defendants' conduct which was made with awareness of the fraud as cited above constitutes a violation of §27.01 of the Texas Business and Commerce Code, for which Plaintiff asks this Court to grant judgment for actual and punitive damages, as well as reasonable and necessary attorney's fees, expert witness fees, costs of depositions and costs of court.

*I. Count 7 - Temporary and Final Injunctive Orders Concerning Foreclosure of the Subject Property and Production of Documents*

Defendants have instituted proceedings to foreclose on Plaintiff's property, thereby depriving it of ownership and possession rights. Plaintiff has no adequate remedy at law. The

losses suffered by Plaintiff as a result of the foreclosure cannot be calculated due to the difficulty in predicting whether Plaintiff's damages can be recovered from an entity which is not even registered with the Texas Secretary of State for the conduct of business in the State of Texas. Additionally, Plaintiff has expended substantial funds toward improvement of the subject property. In order to maintain the status quo during the pendency of this litigation, Plaintiff would ask this Court to issue a temporary restraining order and/or a temporary injunction prohibiting Defendants or their employees, agents or attorneys from initiating or instituting any foreclosure sale of the subject property, pending final judgment in this cause. Plaintiff has no adequate remedy at law. Plaintiff further requests that said injunctions be made permanent as a part of this Court's final judgment, or in the alternative granting an injunction requiring Defendants to obtain Court approval prior to initiating any further acceleration or foreclosure procedure.

*G. Attorney Fees & Costs*

Plaintiff is entitled to an award of attorney fees and costs under the Texas Finance Code and Texas Business and Commerce Code.

*J. Prayer*

For these reasons, Plaintiff asks for judgment and/or an order against Defendants for the following:

1. Actual damages.
2. Punitive damages.
3. Prejudgment and postjudgment interest.
4. Reasonable attorney fees.
5. Declaratory judgment and/or judgment clearing Plaintiff's title to the subject property and resolving the issue of Defendant's interest in the Loan and Deed of Trust as pled above, as well as declaring the subject property to be free from the Deed of Trust and the debt satisfied.
6. Injunctive relief against Defendants (temporary and permanent) prohibiting initiation or conducting any foreclosure sale, through employees, agents or attorney, of the subject property.
7. Costs of suit, including expert witness fees and costs of depositions.
8. All other relief the Court deems appropriate.

**THE GOODRUM LAW FIRM, PLLC**

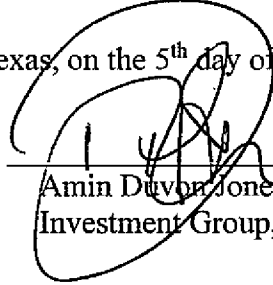
By: /s/ C. Greg Goodrum  
C. GREG GOODRUM  
16225 Park Ten Place Dr., Suite 500  
Houston, Texas 77084

TBN 08167250  
E-mail – cgreg@goodrumlaw.com  
(281) 578-3333  
(281) 578-1333 (Facsimile)  
**Attorney for Counter Plaintiff,  
BLACSTONE INVESTMENT GROUP,  
LLC**

UNSWORN DECLARATION

My name is Amin Duvon Jones. My date of birth is February 21, 1973 and my address is 5310 Knotty Oaks Trail, Houston, Texas 77045. I declare under penalty of perjury the foregoing is within my personal knowledge, and is true and correct.

Executed in Harris County, State of Texas, on the 5<sup>th</sup> day of February 2023.



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Amin Duvon Jones, agent for Blackstone  
Investment Group, LLC, Counter Plaintiff

### **Automated Certificate of eService**

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Greg Goodrum  
Bar No. 08167250  
cgreg@goodrumlaw.com  
Envelope ID: 72452860  
Status as of 2/6/2023 9:51 AM CST

#### Case Contacts

<b>Name</b>	<b>BarNumber</b>	<b>Email</b>	<b>TimestampSubmitted</b>	<b>Status</b>
Conley Goodrum	8167250	cgreg@goodrumlaw.com	2/6/2023 9:38:39 AM	SENT

EXHIBIT A

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORDS IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**DEED OF TRUST**

**Date:** October 14, 2019

**Borrower:** Black Stone Investment Group LLC  
8488 Katy Freeway, Suite 450  
Houston, Texas 77024  
Borrower is the grantors under this security instrument.

**Trustee:** Estrada & Edwards Group, LLC  
11200 Broadway St., Suite 1190  
Pearland, Texas 77584

**Lender:** James E. Alm  
53 Wynden Oaks Dr.  
Houston, TX 77056

**Obligation**

Note

**Date:** October 14, 2019

**Original Principal Amount:** ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00 U.S.D.)

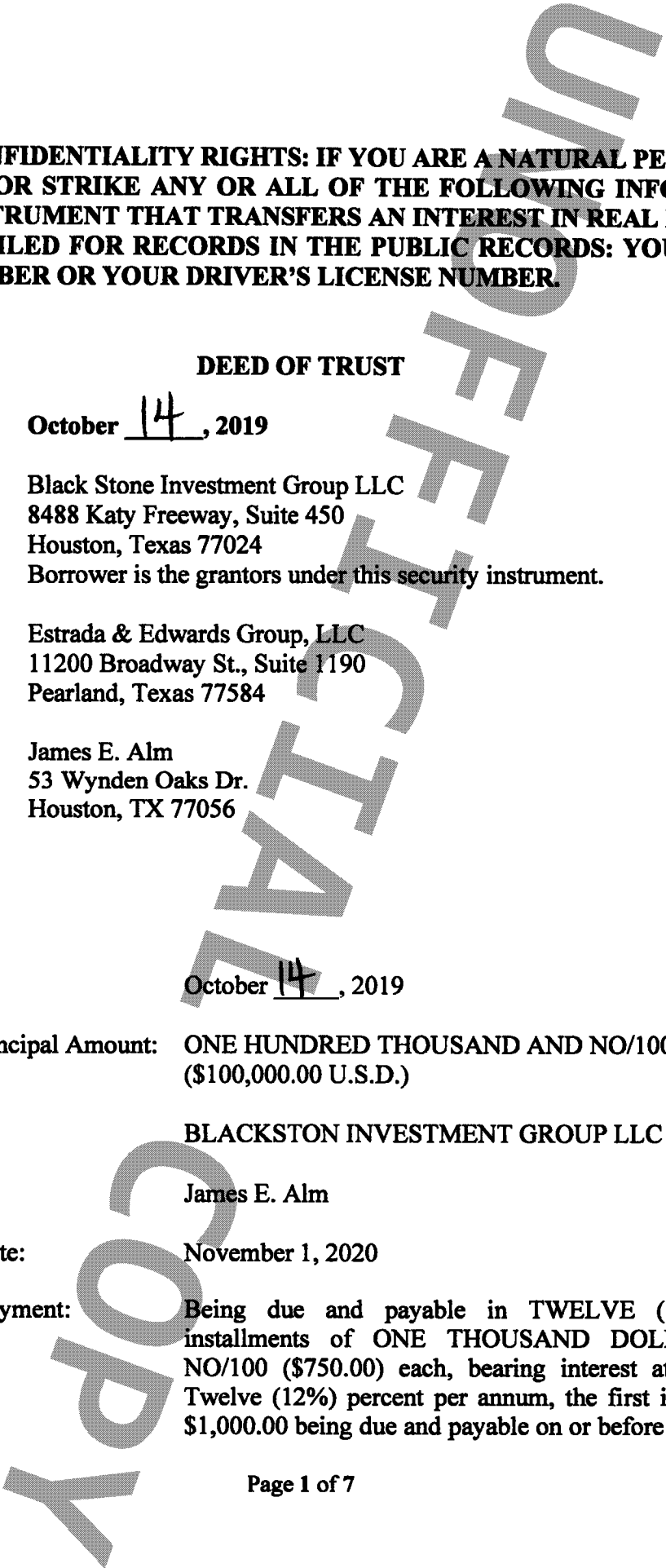
**Borrower:** BLACKSTON INVESTMENT GROUP LLC

**Lender:** James E. Alm

**Maturity Date:** November 1, 2020

**Terms of Payment:** Being due and payable in TWELVE (12) monthly installments of ONE THOUSAND DOLLARS AND NO/100 (\$750.00) each, bearing interest at the rate of Twelve (12%) percent per annum, the first installment of \$1,000.00 being due and payable on or before the 1<sup>st</sup> day of

RP-2019-458403





December 2019, and a like installment of \$1,000.00 being due and payable on or before the 1<sup>st</sup> day of each and every succeeding calendar month thereafter until October 1, 2020 ("Maturity Date") when all remaining principal and any accrued but unpaid interest shall be due and payable.

**Property:**

**Lot 23, Block 88, SOUTH UNION, SECTION ONE (1), a subdivision in Harris County, Texas, according to the map or plat recorded in Volume 29, Page 70, Map Records, Harris County, Texas.**

FOR VALUE RECEIVED and to secure payment of the Note, BORROWER conveys the property to TRUSTEE in TRUST. BORROWER warrants and agrees to defend the title to the property. If BORROWER performs all the covenants and pays the Note according to its terms, this DEED OF TRUST shall have no further effect, and LENDER shall release it at BORROWER'S expense.

**BORROWER'S OBLIGATIONS**

BORROWER agrees to:

- 1) Keep the property in good repair and condition;
- 2) Pay all taxes and assessments on the property when due;
- 3) Provide Lender, before each year's ad valorem taxes become delinquent, evidence that all ad valorem taxes on the property have been paid;
- 4) Preserve the Lien's priority as it is established in this DEED OF TRUST;
- 5) Maintain, in a form acceptable to LENDER, an insurance policy that:
  - a. Covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless LENDER approves a smaller amount in writing;
  - b. Provides fire and extended coverage, including windstorm coverage;
  - c. Protects LENDER with a standard mortgage clause;
  - d. Provides flood insurance at any time the property is in a flood hazard area; and

- e. Contains such other coverage as LENDER may reasonably require;
- 6) Deliver the insurance policy to LENDER annually before expiration;
  - 7) Keep any buildings occupied as required by the insurance policy;
  - 8) if this is not a first Lien, pay all prior Lien Notes that BORROWER is personally liable to pay and abide by all prior Lien instruments.

### **LENDER'S RIGHTS**

- 1) LENDER may appoint in writing a Substitute or Successor TRUSTEE, succeeding to all rights and responsibilities of TRUSTEE.
- 2) If the proceeds of the Note are used to pay any debt secured by prior liens, LENDER is subrogated to all of the rights and liens of the holders of any debt so paid;
- 3) LENDER may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy.
- 4) If BORROWER fails to perform any of BORROWER'S obligations, LENDER may perform those obligations and be reimbursed by BORROWER on demand at the place where the Note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this DEED OF TRUST.
- 5) If BORROWER defaults on the Note or fails to perform any of BORROWER'S obligations or if default occurs on prior Lien Note or other instrument, and the default continues after LENDER gives BORROWER notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then LENDER may:
  - a. Declare the unpaid principal balance and earned interest on the Note immediately due;
  - b. Request TRUSTEE to foreclose this Lien, in which case LENDER or LENDER'S agent shall give notice of the foreclosure sale as provided by the *Texas Property Code* as then amended; and
  - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.

## TRUSTEE'S DUTIES

If requested by LENDER to foreclose this Lien, TRUSTEE shall:

- 1) either personally or by agent give notice of the foreclosure sale as required by the *Texas Property Code* as then amended;
- 2) sell and convey all or part of the property to the highest bidder for cash with a General Warranty Deed binding BORROWER, subject to prior Liens and to other exceptions to conveyance and warranty; and
- 3) from the proceeds of the sale, pay, in this order:
  - a. expenses of foreclosure, including a commission of five (5%) percent of the bid;
  - b. to LENDER, the full amount of principal, interest, attorney's fees and other charges due and unpaid;
  - c. any amounts required by law to be paid before payment to BORROWER; and
  - d. to BORROWER, any balance.

## GENERAL PROVISIONS

- 1) If any of the property is sold under this DEED OF TRUST, BORROWER shall immediately surrender possession to the purchaser. If BORROWER fails to do so, BORROWER shall become tenants at sufferance of the purchaser, subject to an action for Forcible Detainer.
- 2) Recitals in any TRUSTEE'S DEED conveying the property will be presumed to be true.
- 3) Proceeding under this DEED OF TRUST, filing suit for foreclosure or pursuing any other remedy will not constitute an election of remedies.
- 4) This Lien shall remain superior to Liens later created even if the time of payment of all or part of the Note is extended, or part of the property is released.
- 5) If any portion of the Note cannot be lawfully secured by this DEED OF TRUST, payment shall be applied first to discharge that portion.
- 6) BORROWER assigns to LENDER all sums payable to or received by BORROWER from condemnation of all or part of the property, from private

sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, LENDER may release any remaining sums to BORROWER or apply such sums to reduce the Note. Lender shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

- 7) The property may be sold, conveyed or leased without the consent of LENDER, provided any subsequent buyer assumes the Note.
- 8) BORROWER assigns to LENDER, not only as collateral, all present and future rent and other income and receipts from this property. Leases are not assigned. BORROWER warrants the validity and enforceability of the assignment. BORROWER may, as LENDER'S licensee, collect rent and other income and receipts as long as BORROWER is not in default under the Note or this DEED OF TRUST. BORROWER will apply all rent and other income and receipts to payment of the Note and performance of this DEED OF TRUST, but if the rent and other income and receipts exceed the amount due under the Note and DEED OF TRUST, BORROWER may retain the excess. If BORROWER defaults in payment of the Note or performance of this DEED OF TRUST, LENDER may terminate BORROWER'S license to collect and then as BORROWER'S agent, may rent the property if it is vacant and collect all rent and other income and receipts. LENDER neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. LENDER may exercise LENDER'S rights and remedies under this paragraph without taking possession of the property. LENDER shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising LENDER'S rights and remedies and then to BORROWER'S obligations under the Note and this DEED OF TRUST in the order determined by LENDER. LENDER is not required to act under this paragraph and acting under this paragraph does not waive any of LENDER'S other rights or remedies. If BORROWER becomes a voluntary or involuntary bankrupt, LENDER'S filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
- 9) Interest on the debt secured by this DEED OF TRUST shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged or received under the law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be cancelled automatically as of the acceleration of prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

- 10) When the context requires, singular nouns and pronouns include the plural.
- 11) The term "NOTE" includes all sums secured by this DEED OF TRUST.
- 12) This DEED OF TRUST shall bind, inure to the benefit of, and be exercised by successor in interest of all parties.
- 13) BORROWER represents that this DEED OF TRUST and the Note are given for the following purposes:

The above described Note was given as part of the purchase price for the above described property and is also secured by a Vendor's Lien retained in Deed of even date herewith from the LENDER to the undersigned, and this instrument is given to provide additional security and to afford additional remedy.

- 14) If all or any of the herein described property is sold, assigned, conveyed, or otherwise transferred or encumbered by BORROWER without LENDER'S prior written consent, LENDER may declare the outstanding principal balance of the Note plus all accrued interest immediately due and payable.

EXECUTED on this 14 day of October 2019.

**Black Stone Investment Group LLC**

By: 

Title: Authorized Signer

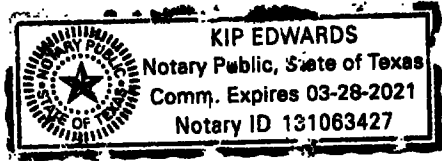
UNOFFICIAL COPY

State of Texas       §  
County of Harris   §

The above and foregoing instrument was acknowledged before me by the said Shylonda Sampson of BLACK STONE INVESTMENT GROUP LLC on this 14 day of October 2019.



\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas



UNOFFICIAL

COPY

RP-2019-458403

RP-2019-458403  
# Pages 8  
10/16/2019 09:09 AM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
DIANE TRAUTMAN  
COUNTY CLERK  
Fees \$40.00

UNOFFICIAL COPY

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS  
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



*Diane Trautman*

COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2019-458403

3425 MAINER ST

H 770 21

NOTICE OF FORECLOSURE SALE

STATE OF TEXAS

COUNTY OF HARRIS

This Notice of Foreclosure Sale is executed as of the date Set forth below with respect to the following:

Deed of Trust:

Date: October 14, 2019
Grantors: Black Stone Investment Group, a Texas Limited Liability Corporation

Original Trustee: Estrada & Edwards Group, LLC

Original Beneficiary: James E. Alm

Recorded: October 16, 2019, under Harris County Clerk's File No. 2019-458403 in the Official public Records of Harris County, Texas

Secures: Promissory Note of even date with the Deed of Trust, in the original amount of \$100,000.00 executed by the Grantor (the "Note")

Property: Lot 23, Block 88, SOUTH UNION, SECTION ONE(1), a subdivision in Harris County, Texas, according to the map on that recorded in Volume 29, Page 70, Map Records, Harris County, Texas

Transfer/Assignment of Lien

Date: July 6, 2022

Transferor/Assignor: James E. Alm

Holder/Beneficiary: Bellum Civile, LLC

Recorded: Under Harris County Clerk's File No. RP-2022-365336 in the Official public Records of Harris County, Texas on or about July 15, 2022.

Notice of Appointment of Substitute Trustee

The undersigned as mortgagee/beneficiary through an assignment of the Note and transfer of the Lien secured by the above referenced Deed of Trust hereby removes the original trustee, Estrada & Edwards Group, LLC and all successor substitute trustee(s) and appoints in their stead Cynthia Castanon, P.O. BOX 451143, HOUSTON, TEXAS 77245

TENESHIA HUDSPETH, COUNTY CLERK, HARRIS COUNTY, TEXAS

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COPY

DUPLICATE

TR



and Rizwan Moosa, 9540 Richmond Ave., Suite A, Houston, Texas 77063 who shall thereafter exercise all powers and duties set aside to the said original Trustee under the said Deed of Trust; and further does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein, including but not limited to selling the real property described in the Deed of Trust.

**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.**

**Foreclosure Sale ("Foreclosure Sale")**

**Date:** February 7, 2023

**Time:** The Foreclosure Sale will take place between the hours of 10:00 a.m. and 1:00 p.m.; the earliest time at which the Foreclosure Sale will begin is 10:00 a.m., local time and will be completed no later than 1:00 p.m., local time.

**Place:** The Bayou City Event Center located at 9401 Knight Road in Houston, Harris County, Texas (or another location as designated by the Harris County Commissioners Court pursuant to §51.00 of the Texas Property Code)

**Sale Terms:** The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Beneficiary's bid may be credited against the outstanding indebtedness secured by the lien of the Deed of Trust. The substitute trustee may also set reasonable conditions for conducting the public sale.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of the default(s), Beneficiary, the current owner and holder of the Note, has requested that Substitute Trustee sell the Property at the Foreclosure Sale.

The Deed of Trust encumbers both real and personal property. Formal notice is hereby given of Beneficiary's election to proceed against and sell both the real property and any personalty, fixtures, contracts, accounts, leases and other tangible and intangible property described in the Deed of Trust or any related security agreements in accordance with Lender's rights and remedies under the Deed of Trust and 9.604(a) of the Texas Business and Commerce Code.

TANESHIA HUDSPETH, COUNTY CLERK, HARRIS COUNTY, TEXAS

FRCL-2023-382

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Therefore, notice is given that on and at the Date, Time and Place of the Foreclosure Sale described above, Substitute Trustee will sell the Property by public sale to the highest bidder in accordance with the Deed of Trust.

**THE SALE OF THE PROPERTY IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE SUBSTITUTE TRUSTEE OR HOLDERS OF SAID INDEBTEDNESS, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED, NEITHER THE HOLDER NOR THE TRUSTEE OR SUBSTITUTE TRUSTEE MAKES ANY REPRESENTATIONS OF WARRANTIES WITH RESPECT TO THE COMPLIANCE WITH LAWS, RULES, AGREEMENTS, OR SPECIFICATIONS; NOR WITH RESPECT TO CONDITION, QUALITY, CAPACITY, DESIGN, OPERATIONS, ABSENCE OF ANY LATENT DEFECTS OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH ARE EXPRESSLY WAIVED BY PURCHASER(S).**


**PURSUANT TO SEC. 51.0075 OF THE TEXAS PROPERTY CODE, A TRUSTEE OR SUBSTITUTE TRUSTEE MAY SET REASONABLE CONDITIONS FOR CONDUCTING THE PUBLIC SALE IF THE CONDITIONS ARE ANNOUNCED BEFORE BIDDING IS OPENED FOR THE FIRST SALE OF THE DAY HELD BY THE TRUSTEE OR SUBSTITUTE TRUSTEE.**

**UPON TENDERING MONEY TO THE TRUSTEE THE WINNING BIDDER/PURCHASER AGREES THAT SHOULD THE SALE BE SET ASIDE FOR WHATEVER REASON, THAT HIS/HER/ITS SOLE EXCLUSIVE REMEDY AGAINST CREDITOR/BENEFICIARY/HOLDER, THEIR AGENT(S), TRUSTEE, OFFICERS, DIRECTORS, MANAGEMENT COMPANY, OR ATTORNEY(S), SHALL BE THE RETURN OF THE PURCHASE PRICE PAID AT THE SALE, LESS \$7,500.00 FOR ATTORNEY'S FEES.**

**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**

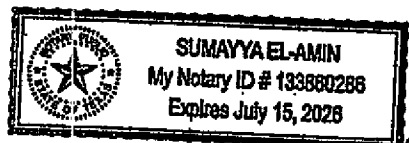
**NOTICE IMMEDIATELY. THE SENDER IS BELLUM CIVILE, LLC AND ITS ADDRESS IS PO BOX 630962, HOUSTON, TEXAS 77263.**


WITNESS MY HAND this 16<sup>th</sup> day of January 2023

  
W. Shen as managing member and  
Agent of Mortgagee/Beneficiary,  
Bellum Civile, LLC

I, the undersigned Notary Public, do hereby certify that W. Shen personally appeared before me this day and acknowledged that he/she is the Agent of Mortgagee/Beneficiary, Bellum Civile, LLC, and that by authority duly given, he/she executed the foregoing instrument in the above mentioned capacity, for the purposes and consideration set forth therein.

WITNESS my hand and official seal this the 16<sup>th</sup> day of January 2023.



  
Notary Public, State of Texas  
Name: Sumayya El-Amin  
Commission Expires:  
July 15, 2026

**COPY**

**UNRECORDED**

# EXHIBIT D

## A. Settlement Statement

U.S. Department of Housing  
and Urban Development

OMB No. 2502-0265

B. Type of Loan			
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FNMA	3. <input type="checkbox"/> Conventional	4. <input type="checkbox"/> Other
5. <input type="checkbox"/> VA	6. <input type="checkbox"/> Conventional	7. <input type="checkbox"/> Seller Finance	8. <input type="checkbox"/> Other
9. <input type="checkbox"/> Cash Sale			
C. Notes: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "In escrow" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name & Address of Borrower Black Stone Investment Group LLC		E. Name & Address of Seller Christian Brascoe LLC	
		F. Name & Address of Lender James K. Ahn 53 Wynden Oaks Dr. Houston, TX 77058	
G. Property Location SOUTH UNION SEC 1, Block 88, Lot 23, Harris County 5425 Malabar St Houston, TX 77021		H. Settlement Agent Name Patriot Title 5225 Katy Freeway, Suite 510 Houston, TX 77097 Tax ID: 81-9749103 Underwritten By: WFG National Title Insurance Company	
		I. Place of Settlement Patriot Title 11200 Broadway, Suite 1100 Pearland, TX 77584	J. Settlement Date 10/11/19 Final
J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price	\$77,500.00	401. Contract Sales Price	\$77,500.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	\$4,396.61	403. Settlement Charges to Seller (line 1408)	
104.		404.	
105. Escrow Holdback	\$11,000.00	405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. Property taxes		406. Property taxes	
107. City property taxes		407. City property taxes	
108. Assessment taxes		408. Assessment taxes	
109. HOA Dues		409. HOA Dues	
110. Other taxes		410. Other taxes	
111. Other taxes		411. Other taxes	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$104,796.61	430. Gross Amount Due to Seller	\$77,500.00
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Earnest Deposit	
202. Principal amount of new loan(s)	\$108,680.00	502. Settlement Charges to Seller (line 1408)	
203. Existing loan(s) subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan to United Commercial Mortgage Company	\$50,000.00
205.		505. Payoff of second mortgage loan to	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. Property taxes 01/01/19 thru 10/31/19	\$456.29	510. Property taxes 01/01/19 thru 10/31/19	\$456.29
211. City property taxes		511. City property taxes	
212. Assessment taxes		512. Assessment taxes	
213. HOA Dues		513. HOA Dues	
214. Other taxes		514. Other taxes	
215. Other taxes		515. Other taxes	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$105,454.29	520. Total Reductions Amount Due Seller	\$50,456.29
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$104,796.61	601. Gross Amount due to seller (line 420)	\$77,500.00
302. Loan amounts paid by/for borrower (line 220)	\$108,680.29	602. Loan reductions in amt. due seller (line 520)	\$50,456.29
303. Cash From Borrower	\$13,544.32	603. Cash To Seller	\$27,043.71

Section 7 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services; • Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA requires that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lead itself to confidentiality.

L. Settlement Charges				Paid From	Paid From
			Borrower's Funds at Settlement	Seller's Funds at Settlement	
700. Total Sales/Broker's Commission based on price	\$77,500.00	@ % = \$0.00			
Division of Commission (line 700) as follows:					
701.	to				
702.	to				
703. Commission Paid at Settlement			\$0.00	\$0.00	
704.	to				
705. The following parties, persons, firms or corporations have received a portion of the real estate commission shown above.	to				
706.	to				
707.	to				
<b>800. Items Payable in Connection with Loan</b>					
801. Loan Origination Fee 2%	to James E. Alon		\$2,000.00		
802. Loan Discount %	to				
803. Appraisal Fee	to				
804. Credit Report	to				
805. Lender's Inspection Fee	to				
806. Mortgage Insurance Application	to				
807. Assumption Fee	to				
808. Wire Fee	to James E Alon		\$30.00		
<b>900. Items Required by Lender To Be Paid in Advance</b>					
901. Interest from 10/11/2019 to 11/1/2019 @ \$32.25/day			\$677.25		
902. Mortgage Insurance Premium for months	to				
903. Hazard Insurance Premium for years	to				
<b>1000. Reserves Deposited With Lender</b>					
1001. Hazard insurance	months @	per month			
1002. Mortgage insurance	months @	per month			
1003. Property taxes	months @	per month			
1004. City property taxes	months @	per month			
1005. Assessment taxes	months @	per month			
1006. HOA Dues	months @	per month			
1007. Other taxes	months @	per month			
1008. Other taxes	months @	per month			
1011. Aggregate Adjustment					
<b>1100. Title Charges</b>					
1101. Settlement or closing fee	to Patriot Title				
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title insurance binder	to Patriot Title				
1105. Document preparation	to Estrada & Edwards Group, LLC		\$150.00		
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items numbers: )					
1108. Title insurance	to Patriot Title		\$932.00		
(includes above items numbers: )					
1109. Lender's coverage		\$100,000.00/\$251.00.			
1110. Owner's coverage		\$77,500.00/\$691.00			
1111. State of Texas Policy Guaranty Fee	to Texas Title Insurance Guaranty Association		\$4.00	\$0.00	
1112.	to				
1113. E-Recording Fee	to Estrada & Edwards Group, LLC		\$15.99		
1114. Tax certificates	to Data Trace		\$79.37		
1115. Escrow Fee	to Estrada & Edwards Group, LLC		\$800.00		
<b>1200. Government Recording and Transfer Charges</b>					
1201. Recording Fees	Deed \$30.00 ; Mortgage \$48.00 ; Bal	to Estrada & Edwards Group, LLC	\$68.00		
1202. City/county tax/stamps	Deed ; Mortgage	to			
1203. State tax/stamps	Deed ; Mortgage	to			
1204. Courier/Messenger Fee	to				
1205. Assignment of Leases and Rents	to Estrada & Edwards Group, LLC		\$40.00		
<b>1300. Additional Settlement Charges</b>					
1301. Survey	to				
<b>1400. Total Settlement Charges (enter on lines 101, Section J and 501, Section K)</b>			<b>\$4,896.61</b>		

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

Black Stone Investment Group LLC

Christian Brascoe LLC

By \_\_\_\_\_

By \_\_\_\_\_

**SETTLEMENT AGENT CERTIFICATION**

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have control the funds to be disbursed in accordance with this statement.

Settlement Agent

Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

2023-07511 / Court: 55

NO. \_\_\_\_\_

**BLACKSTONE INVESTMENT  
GROUP, LLC**

§  
§

**IN THE DISTRICT COURT**

**Plaintiff**

§  
§

**V.**

§  
§

**OF HARRIS COUNTY, TEXAS**

**BELLUM CIVILE, LLC, JAMES E.  
ALM, PEDRAM LALEZARI,  
CHRISTIAN BRASCOE, LLC and  
CAMERON NAMAZI**

§  
§

§  
§

§  
§

**Defendants**

§  
§

\_\_\_\_ **JUDICIAL DISTRICT**

**TEMPORARY RESTRAINING ORDER AND  
ORDER SETTING HEARING FOR PRELIMINARY INIUNCTION**

1. After considering Plaintiff BLACK STONE INVESTMENT GROUP, LLC'S application for temporary restraining order, the pleadings, the affidavits, and arguments of counsel, the court finds there is evidence that harm is imminent to Plaintiff, and if the court does not issue the temporary restraining order, Plaintiff will be irreparably injured due to foreclosure on his property. Plaintiff has no adequate remedy at law.

2. Plaintiff has attempted to deliver a copy of this filing to the only know attorneys associated with Defendant BELLUM CIVILE, LLC and has attempted to notify them of the presentment of this application to the Court. The hearing on temporary restraining order was held ex parte as there was not enough time for notice and a hearing prior to the occurrence of the irreparable injury. Counsel for the Defendant was notified about the hearing on TRO and did not appear.

3. Therefore, by this order, the Court orders the following:

2. Plaintiffs have delivered a copy of this filing to the only know attorney associated with Defendant BELLUM CIVILE, LLC, the foreclosing party, and have notified said firm of the presentment of this application to the Court.

3. Therefore, by this order, the Court orders the following:

- a. Defendant BELLUM CIVILE, LLC is hereby restrained and enjoined from proceeding with the scheduled February 7, 2023 foreclosure sale or instituting another foreclosure sale or other transfer of interest or interference with the property located 3425 Mainer St., Houston, Harris County, Texas 77021 ("the subject property"). This ~~injunction~~ temporary restraining order applies equally to any and all employees, agents or attorneys representing or acting on behalf of the named Defendants.

b. Bond is set at \$100.00.

c. A temporary injunction hearing is set for February 17, 2023 at 1:30 o'clock, p.m.

This order expires on February 20, 2023

SIGNED on \_\_\_\_\_, 2023, at \_\_\_\_\_ a.m./p.m.

Signed:  
2/6/2023  
1:40 PM



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JUDGE PRESIDING