

NOTICE OF FORECLOSURE SALE 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.

1. **Property to Be Sold.** The property to be sold is all of the rights, titles, and interests of 6363 PARTNERS DE LLC, a Delaware limited liability company, having its principal place of business at 282D Cedar Bridge Avenue, Lakewood, New Jersey 08071 ("**Borrower**" or "**Grantor**") in and to the following property, rights, interests, and estates now owned, or hereafter acquired, by Borrower (collectively, the "**Property**"):
 - a) The Land (as described in Exhibit A), or, if Borrower's interest in the Land is pursuant to a Ground Lease, the Ground Lease and the Leasehold Estate.
 - b) The Improvements.
 - c) The Fixtures.
 - d) The Personalty.
 - e) All current and future rights, including air rights, development rights, zoning rights and other similar rights or interests, easements, tenements, rights of way, strips and gores of land, streets, alleys, roads, sewer rights, waters, watercourses and appurtenances related to or benefiting the Land or the Improvements, or both, and all rights-of-way, streets, alleys and roads which may have been or may in the future be vacated.
 - f) All proceeds paid or to be paid by any insurer of the Land, the Improvements, the Fixtures, the Personalty or any other part of the

Mortgaged Property, whether or not Borrower obtained the insurance pursuant to Lender's requirement.

- g) All awards, payments and other compensation made or to be made by any municipal, state or federal authority with respect to the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property, including any awards or settlements resulting from condemnation proceedings or the total or partial taking of the Land, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property under the power of eminent domain or otherwise and including any conveyance in lieu thereof.
- h) All contracts, options and other agreements for the sale of the Land, or the Leasehold Estate, as applicable, the Improvements, the Fixtures, the Personalty or any other part of the Mortgaged Property entered into by Borrower now or in the future, including cash or securities deposited to secure performance by parties of their obligations.
- i) All proceeds from the conversion, voluntary or involuntary, of any of the items described in subsections (a) through (h) inclusive into cash or liquidated claims, and the right to collect such proceeds.
- j) All Rents and Leases.
- k) All earnings, royalties, accounts receivable, issues and profits from the Land, the Improvements or any other part of the Mortgaged Property, and all undisbursed proceeds of the loan secured by this Instrument.
- l) All Imposition Reserve Deposits.
- m) All refunds or rebates of Impositions by Governmental Authority or insurance company (other than refunds applicable to periods before the real property tax year in which this Instrument is dated).
- n) All tenant security deposits which have not been forfeited by any tenant under any Lease and any bond or other security in lieu of such deposits.

- o) All names under or by which any of the above Mortgaged Property may be operated or known, and all trademarks, trade names, and goodwill relating to any of the Mortgaged Property.
- p) If required by the terms of Section 4.05 of the Loan Agreement, all rights under the Letter of Credit and the Proceeds, as such Proceeds may increase or decrease from time to time.
- q) If the Note provides for interest to accrue at a floating or variable rate and there is a Cap Agreement, the Cap Collateral.

All capitalized terms not otherwise defined herein shall have the meaning given to such terms in the Deed of Trust and Loan Documents.

2. **Instrument to be Foreclosed.** The instrument to be foreclosed is that certain Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (as modified, amended and assigned, from time to time, the "**Deed of Trust**"), dated as of April 5, 2022, recorded on April 6, 2022, as Document Number RP-2022-181865 in the office of the County Clerk of Harris County, Texas (the "**Records**").

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

Date: Tuesday, January 7, 2025

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: The Magnolia South Ballroom of the Bayou City Event Center located at 9401 Knight Road, Houston, Harris County, Texas 77045, the place designated by the Harris County Commissioner's Court as the place for the sale described herein to occur, or, if the preceding area is no longer the designated

area, at the area most recently designated by the Harris County Commissioner's Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place, or if no place is designated by the Commissioner's Court, the sale will be conducted at the place where the Notice of Foreclosure Sale was posted.

If Lender passes this 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 reposting or refiling may be after the date originally scheduled for this sale.

- 4. Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash or cash equivalent, subject to the provisions of the Deed of Trust permitting the beneficiary thereunder to have the bid credited to the amount of the Indebtedness (hereinafter defined) secured by the Deed of Trust at the time of sale.

Lender (as defined herein, or its assignee of the Loan Documents) may bid and become the purchaser of the Property, and all or a portion of the bid of Lender (or such assignee) may consist of a credit to be given against the Indebtedness owing. If Lender (or such assignee) is the successful bidder, its bid shall be applied as a credit against the Indebtedness to the extent possible.

Those desiring to purchase the Property will need to demonstrate their ability to pay their bid immediately in cash or cash equivalent if their bid is accepted.

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 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. The sale shall not cover any part of the Property that has been released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

After commencing the sale, the Substitute Trustee (defined below) conducting the sale may (a) from time to time adjourn the sale to be recommenced and completed at any time prior to 4:00 p.m. on the same day, and/or (b) withdraw the Property or cancel the foreclosure sale at any time prior to the completion of the sale.

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 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.

5. **Type of Sale.** The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by Grantor.

The Property 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.

6. **Obligations Secured.** The Deed of Trust secures the payment of the Indebtedness and the performance of the covenants and agreements of Borrower contained in the Loan Agreement and any other Loan Document, including but not limited to the loan in the original principal amount of \$37,250,000.00, which is governed by the terms of that certain Multifamily Loan and Security Agreement, dated as of April 5, 2022, by and among Borrower and Capital One, National Association (in such capacity, "**Original Lender**") (as modified, amended or assigned, the "**Loan Agreement**") and evidenced by that certain Multifamily Note, dated April 5, 2022 ("**Note**").
7. **Lender.** RESERVE 63, LLC, a Delaware limited liability company ("**Lender**"), is the successor-in-interest to Original Lender and is the current owner and holder of the Loan Agreement and the Note and is the current beneficiary of the Deed of Trust and any extensions and modifications thereof. The address of Lender is:

c/o Wells Fargo Bank, N.A.
Commercial Mortgage Servicing
MAC D1086-23A
550 S. Tryon Street, 23rd floor
Charlotte, NC 28202-4200
Attn: Jon Watkins

8. **Special Servicer.** Wells Fargo Bank, N.A., is the special servicer for the Lender (in such capacity, the "**Special Servicer**"), and is authorized to represent the Lender by virtue of a servicing agreement with Lender. Pursuant to such servicing agreement and Texas Property Code Section 51.0025, the Special Servicer is authorized to collect the debt and to administer any resulting foreclosure of the Property securing the Indebtedness referenced herein. The address of Special Servicer is:

Wells Fargo Bank, N.A.
Commercial Mortgage Servicing

MAC D1086-23A
550 S. Tryon Street, 23rd floor
Charlotte, NC 28202-4200
Attn: Jon Watkins

9. **Substitute Trustee.** Agnes Doyle, David Rusk, Aiden Johnsen, Stephen McCallister, and Manny Gardberg have each been appointed as "**Substitute Trustee**" under (and pursuant to the terms and provisions of) the Deed of Trust, each empowered to act independently, in the place of the "Original Trustee" thereunder. The address of Substitute Trustee is:

Holland & Knight LLP
One Arts Plaza, 1722 Routh Street, Suite 1500
Dallas, Texas 75201

10. **Default and Request to Act.** An Event of Default has occurred under the Deed of Trust and the other Loan Documents, as described in those certain letters dated January 24, 2024 and July 12, 2024, stating that one or more Events of Default (as such term is defined in the Loan Agreement) have occurred, and Lender has properly accelerated the Indebtedness pursuant to the terms of the Deed of Trust, and the Indebtedness is now wholly due and payable, but has not been paid. Lender, the present owner and holder of the Indebtedness secured by the Deed of Trust and the Loan Documents and the beneficiary under the Deed of Trust, has therefore requested the Substitute Trustee to conduct this sale in accordance with the Deed of Trust in order to satisfy the Indebtedness to the extent that the proceeds from such sale are sufficient to do so. Notice is given that the beneficiary may appoint another person as substitute trustee to conduct the sale.

RECITALS IN SUPPORT OF NOTICE OF SALE

A. Borrower executed and delivered the Deed of Trust to Bryan E. Martin, an individual, as "Trustee" thereunder ("**Original Trustee**") for the benefit of Original Lender, irrevocably granting, conveying, assigning, warranting and transferring to Original Trustee, with the power of sale, for the benefit of Original Lender and its successors and assigns all of Borrower's right, title and interest in and to the Property described in the "Property to Be Sold" section above.

B. The Deed of Trust and the grants, assignments, and transfers set forth therein were made for the purpose of securing the payment of the indebtedness described in the Deed of Trust, including but not limited to, the Indebtedness evidenced by that certain Note, dated as of April 5, 2022, executed by Borrower, as maker, payable to Original Lender, and that certain Loan Agreement, dated as of April 5, 2022, executed by Borrower and Original Lender, as such Note and Loan Agreement are described in the Deed of Trust. The Note, the Loan Agreement, the Deed of Trust, and all other documents evidencing, governing, securing, or otherwise relating to the Loan Agreement are hereinafter collectively referred to as the "**Loan Documents**". The Note and the Loan Agreement and all indebtedness evidenced thereby, including, but not limited to, principal, interest and attorneys'

fees and expenses, together with all indebtedness described in and secured by the Deed of Trust and/or the Loan Documents are hereinafter collectively referred to as the "**Indebtedness**" herein (as further defined in the Loan Agreement).

C. By instrument styled Removal of Trustee, Appointment of Substitute Trustee, Request to Substitute Trustee, dated as of August 6, 2024, recorded in the Records, Lender removed Original Trustee under the Deed of Trust, and appointed each of Agnes Doyle, David Rusk, Aiden Johnsen, Stephen McCallister, and Manny Gardberg as "Substitute Trustee" under (and pursuant to the terms and provisions of) the Deed of Trust, each empowered to act independently, in the place of the Original Trustee thereunder, to succeed to and become vested with all of the estate and title of the Original Trustee in the Property, and with all the rights, powers, privileges and authority vested in the Original Trustee, by the terms and conditions of the Deed of Trust. The undersigned Substitute Trustee has been requested to provide this notice on behalf of Lender and Special Servicer.

D. An Event of Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust and the other Loan Documents, and as such, the Indebtedness is now wholly due and payable, but has not been paid.

E. Lender, the present owner and holder of the Note secured by the Deed of Trust and the Loan Documents, is the beneficiary under the Deed of Trust, and has therefore requested that Substitute Trustee sell the Property in accordance with the Deed of Trust in order to satisfy the Indebtedness to the extent that the proceeds from such sale are sufficient to do so.


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SIGNATURES APPEAR ON THE FOLLOWING PAGE]

FILED 12/12/2024 2:38:48 PM FRCL-2024-6863 TENESHIA HUDSPETH, COUNTY CLERK, HARRIS COUNTY, TEXAS

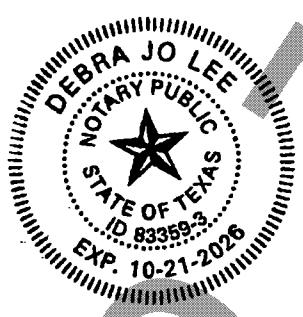
EXECUTED on the 12th day of December, 2024.

SUBSTITUTE TRUSTEE:


Agnes Doyle, David Rusk, Aiden
Johnsen, Stephen McCallister, or Manny
Gardberg

STATE OF TEXAS)
)
COUNTY OF HARRIS)

This instrument was acknowledged before me on December 12, 2024, by
Manny Gardberg who is personally known to me or
produced Known as identification.



(SEAL)

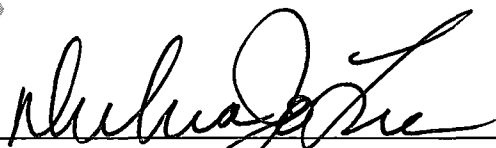

Notary Public, State of Texas
Print Name: Debra Jo Lee
My Commission
Expires: 10-21-2026

EXHIBIT A**(Description of Land)**

Being a tract of land containing 17.11 acres (745,450 square feet) of land located in the Demas Elliot Survey, Abstract 1071, in Harris County, Texas; said 17.11 acre tract being all of Greenhouse Patio Apartments, a subdivision recorded in Volume 310, Page 2 of the Harris County Map Records (H.C.M.R.); said 17.11 acre tract being more particularly described by metes and bounds as follows:

Being a tract of land containing 17.11 acres (745,450 square feet) of land located in the Demas Elliot Survey, Abstract 1071, in Harris County, Texas; said 17.11 acre tract being all of Greenhouse Patio Apartments, a subdivision recorded in Volume 310, Page 2 of the Harris County Map Records (H.C.M.R.); said 17.11 acre tract being more particularly described by metes and bounds as follows (bearings are referenced to the subdivision plat of said Greenhouse Patio Apartments):

BEGINNING at a 5/8-inch iron rod found at the northeast end of a transition line between the south right of way (R.O.W.) line of West Airport Boulevard (100 feet wide per Volume 185, Page 6 of the H.C.M.R.) and the east R.O.W. line of Sandpiper Drive (60 feet wide per Volume 304, Page 108 of the H.C.M.R.) at the northerly northwest corner of said Greenhouse Patio Apartments;

THENCE, with the south R.O.W. line of said West Airport Boulevard and the north line of said Greenhouse Patio Apartments, North 87 degrees 20 minutes 07 seconds East, a distance of 806.99 feet to a 5/8-inch capped iron rod found at the northwest end of a transition line between the south R.O.W. line of said West Airport Boulevard and the west R.O.W. line of Bobwhite Drive (60 feet wide per Volume 304, page 108 of the H.C.M.R.) at the northerly northeast corner of said Greenhouse Patio Apartments;

THENCE, with said transition line, South 47 degrees 42 minutes 20 seconds East, a distance of 14.15 feet to a 5/8-inch capped iron rod found at the southeast end of said transition line;

THENCE, with the west R.O.W. line of said Bobwhite Drive and the east line of said Greenhouse Patio Apartments the following five (5) courses:

1. South 02 degrees 44 minutes 46 seconds East, a distance of 257.22 feet to a 5/8-inch capped iron rod found at the beginning of a curve to the right;
2. 181.67 feet along the arc of said curve to the right, having a radius of 470.00 feet, a central angle of 22 degrees 08 minutes 46 seconds, and a chord that bears South 08 degrees 19 minutes 37 seconds West, a distance of 180.54 feet to an "X" cut in concrete found at a point of tangency;
3. South 19 degrees 24 minutes 00 seconds West, a distance of 112.38 feet to a 5/8-inch capped iron rod found at the beginning of a curve to the left;
4. 202.64 feet along the arc of said curve to the left, having a radius of 530.00 feet, a central angle of 21 degrees 54 minutes 22 seconds, and a chord that bears South 08 degrees 26 minutes 49 seconds West, a distance of 201.40 feet to a 5/8-inch capped iron rod found at a point of tangency;
5. South 02 degrees 30 minutes 22 seconds East, a distance of 200.00 feet to a 5/8-inch capped iron rod found at the northeast corner of Block 12 of Main Street Gardens, Section Two, a subdivision of record in Volume 655, Page 67 of the Harris County Deed Records and the southeast corner of said Greenhouse Patio Apartments;

THENCE, with the north lines of said Block 12 and Restricted Reserve "A" of Bethel Family Baptist Church, a subdivision of record in Film Code Number 577135 of the H.C.M.R. and the south line of said Greenhouse Patio Apartments, South 87 degrees 29 minutes 38 seconds West, a distance of 733.86 feet to a 5/8-inch iron rod found on the east R.O.W. line of said Sandpiper Drive, at the northwest corner of said Restricted Reserve "A" and the southwest corner of said Greenhouse Patio Apartments;

THENCE, with the east R.O.W. line of said Sandpiper Drive and the west line of said Greenhouse Patio Apartments the following five (5) courses:

1. North 02 degrees 30 minutes 22 seconds West, a distance of 550.00 feet to a 5/8-inch iron rod with Miller Survey Group (M.S.G.) cap found at the beginning of a curve to the right;
2. 48.86 feet along the arc of said curve to the right, having a radius of 470.00 feet, a central angle of 05 degrees 57 minutes 22 seconds, and a chord that bears North 00 degrees 28 minutes 19 seconds East, a distance of 48.84 feet to a 5/8-inch iron rod found at a point of tangency;
3. North 03 degrees 27 minutes 00 seconds East, a distance of 132.63 feet to a 5/8-inch iron rod found at the beginning of a curve to the left;
4. 52.71 feet along the arc of said curve to the left, having a radius of 530.00 feet, a central angle of 05 degrees 41 minutes 55 seconds, and a chord that bears North 00 degrees 36 minutes 03 seconds East, a distance of 52.69 feet to 5/8-inch iron rod with M.S.G. cap found at a point of tangency;
5. North 02 degrees 14 minutes 55 seconds West, a distance of 150.96 feet to a 5/8-inch iron rod found at the southwest end of said transition line between the south R.O.W. line of said West Airport Boulevard and the east R.O.W. line of said Sandpiper Drive;

THENCE, with said transition line, North 42 degrees 32 minutes 36 seconds East, a distance of 14.19 feet to the POINT OF BEGINNING and containing 17.11 acres (745,450 square feet) of land.