

FILED 12/12/2024 12:59:57 PM FRCL-2024-6860 TENESHIA HUDSPETH, COUNTY CLERK, HARRIS COUNTY, TEXAS

NOTICE OF FORECLOSURE SALE

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, PINE LAKE PROPERTY LP, a Delaware limited partnership ("Mortgagor"), executed and delivered to GAVRIEL TOSO (the "Original Trustee") for the benefit of OREC STRUCTURED FINANCE CO., LLC, now known as LUMENT STRUCTURED FINANCE, LLC, a Delaware limited liability company ("Original Mortgagee"), the predecessor-in-interest to LUMENT REO LLC, a Delaware limited liability company ("Interim Mortgagee"), whose street address is 2001 Ross Avenue, Suite 1900, Dallas, Texas 75201, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing (as same may have been heretofore or may be hereafter, assigned, transferred, extended, renewed, modified and/or restated, the "Deed of Trust"), dated April 29, 2022, recorded on May 3, 2022, as Document No. RP-2022-233499 Real Property Records, Harris County, Texas, which Deed of Trust was assigned to Interim Mortgagee pursuant to that certain Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated October 9, 2024, and filed for record on October 9, 2024 and recorded as Document Number RP-2024-374209, in the Real Property Records of Harris County, Texas, and which was further assigned by Interim Mortgagee to LSF PLV Houston, LLC, a Delaware limited liability company ("Mortgagee") pursuant to that certain Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated November 1, 2024, and filed for record on November 4, 2024 and recorded as Document No. 2024-408088, Real Property Records of Harris County, Texas, to secure that certain Promissory Note (together with any and all prior or subsequent assignments, endorsements, modifications, amendments, extensions, renewals, restatements and/or replacements thereof, the "Note") dated of even date with the Deed of Trust, in the principal sum of \$10,587,000.00, executed by Mortgagor and payable to Original Mortgagee, which Note was endorsed by Original Mortgagee to Interim Mortgagee pursuant to an Allonge dated October 9, 2024, and further endorsed by Interim Mortgagee to Mortgagee pursuant to Allonge dated November 1, 2024, with each attached to the Note, and all other indebtedness, liabilities, and obligations (collectively, the "Indebtedness") described in that certain Loan Agreement, dated April 29, 2022, between Mortgagor and Original Mortgagee ("Loan Agreement"), the Note, Deed of Trust and all other documents evidencing, securing or governing the Indebtedness (collectively, the "Loan Documents"); and

WHEREAS, to secure the Indebtedness, the Deed of Trust created a lien on, among other things, certain land (the "Land") situated in Harris County, Texas, as more particularly described on Exhibit A hereto, and a lien and security interest in favor of Original Mortgagee, in certain other collateral located on or related to the Land as more particularly described on Exhibit C hereto (collectively, the "Other Collateral") (the Land and the Other Collateral being herein collectively called the "Mortgaged Property"); and

WHEREAS, a default has occurred in the payment of the Indebtedness and same has not been cured as of the date hereof, and the Indebtedness has been accelerated and is now wholly due and payable; and

WHEREAS, Original Mortgagee has made demand upon Mortgagor to pay to Mortgagee the Indebtedness now due, but such Indebtedness has not been paid; and

WHEREAS, pursuant to and in accordance with the authority of Section 51.0075(c) of the Texas Property Code ("Substitute Trustee Statute"), the Mortgagee has determined to remove, without cause, the Original Trustee, and any previously appointed substitute trustee, and to appoint J. Richard White, Sherry A. Baldwin, and Marina Walker, each with a street address of c/o Winstead PC, 500 Winstead Building, 2728 N. Harwood Street, Dallas, Texas 75201, and Mark Glanowski, Andrew Scheller, Kathryn Oakes, and Elena Cortez, each with an address of c/o Winstead PC, 600 Travis, Suite 5200, Houston, Texas 77002, individually and severally, and not jointly (collectively, the "Substitute Trustees" or severally, a "Substitute Trustee"), each of whom may act alone, without the necessity of the joinder of the other Substitute Trustees, as the substitute trustees in the place and stead of and to succeed to all of the rights, titles, estates, powers, privileges and authorities granted in the Deed of Trust to the Original Trustee, and any previously appointed substitute trustee(s); and

WHEREAS, Mortgagee, as the current beneficiary under the Deed of Trust, has instructed the Substitute Trustees, or any one of them, acting alone without the necessity of the joinder of the other Substitute Trustees, to post, file and mail, or cause to be posted, filed and mailed, appropriate notice and to sell the Mortgaged Property, subject to the exceptions set forth herein, to satisfy, in whole or in part, the unpaid Indebtedness; and

WHEREAS, the Mortgaged Property will be sold "as-is" without any expressed or implied warranties, except as to warranties of title, and at the purchaser's own risk (and not as a consumer) pursuant to Section 51.009 of the Texas Property Code.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, January 7, 2025 (the "Foreclosure Date"), no earlier than 10:00 a.m., or no later than three hours after that time, the Substitute Trustees, or any one of them, acting alone without the necessity of the joinder of the other Substitute Trustees, will commence the sale of all or a portion of the Mortgaged Property in parcels or as a whole, at public auction to the highest bidder for cash, pursuant to the Deed of Trust and applicable law; such sale will be held at the following designated area: the area of the Bayou City Event Center known as Magnolia South Ballroom, as depicted on Exhibit B hereto, or such other area as such Commissioner's Court may designate for the subject sale; SUBJECT, HOWEVER, to all liens, exceptions to title, easements, restrictions, and encumbrances affecting any of the Mortgaged Property or title thereto which have equal or superior priority to the lien and security interest created by the Deed of Trust. The Substitute Trustee's sale will occur between the earliest time to begin the sale as specified above and 4:00 p.m. on the Foreclosure Date.

If such sale or sales do not result in full satisfaction of all of the Indebtedness now due, the lien and security interest of the Deed of Trust shall remain in full force and effect in respect of any of the Mortgaged Property not so sold and any and all other types of real and personal property covered by the Deed of Trust and not described herein.

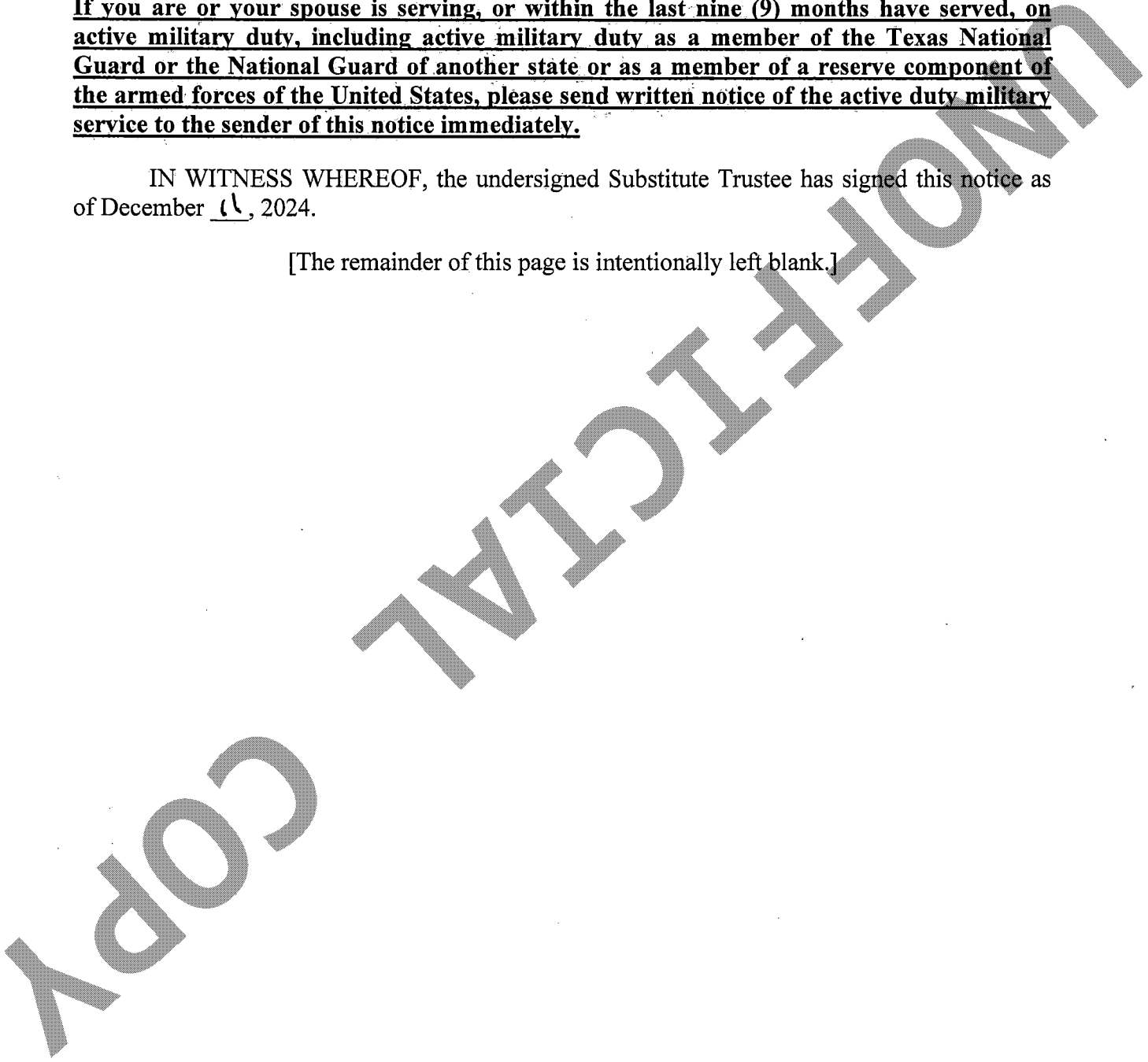
Any purchaser at such foreclosure sale will be required to execute and deliver, at the time of and as a condition to, the acceptance of such purchaser's bid, a Notice to Purchaser (Deed

Restrictions) in the form attached hereto as Exhibit D and incorporated herein by reference for all purposes, which will be recorded in the Real Property Records of Harris County, Texas, as required by Section 212.155 of the Tex. Local Gov. Code.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving, or within the last nine (9) months have served, 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.

IN WITNESS WHEREOF, the undersigned Substitute Trustee has signed this notice as of December 11, 2024.

[The remainder of this page is intentionally left blank.]



SUBSTITUTE TRUSTEE:



Name: J. RICHARD WHITE

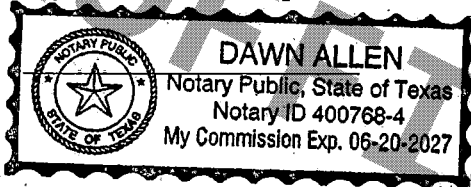
STATE OF TEXAS §

COUNTY OF DALLAS §

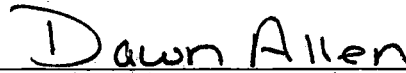
This instrument was ACKNOWLEDGED before me on December 11, 2024, by J. RICHARD WHITE, in the capacity therein stated.

[SEAL]

My Commission Expires:



Notary Public in and for the State of Texas



Printed Name of Notary Public

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