

FILED 11/6/2024 2:48:28 PM FRCL-2024-5874 TENESHIA HUDSPETH, COUNTY CLERK, HARRIS COUNTY, TEXAS

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

STATE OF TEXAS                    §  
   §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS            §

WHEREAS, on January 17, 2023, **Exquisite Designs by Castlerock & CO., Inc.**, ("Maker" or "Borrower"), executed and delivered that certain **Promissory Note** in the original principal amount of **THREE HUNDRED SIXTY FIVE THOUSAND AND NO/100 DOLLARS (\$365,000.00)**, payable and bearing interest as stated therein (the "Note"), said Note being secured by that certain **Security Agreement** dated January 17, 2023, executed by **Exquisite Designs by Castlerock & Co., Inc.**, a Texas corporation, dba **Castlerock Investment Group** as "Debtor" in favor of Stellar Bank covering the Collateral described therein and referenced above whereby Borrower assigned, transferred and granted Stellar Bank a first lien security interest in and to certain Collateral (all as further described in the Security Agreement) to secure payment of the Note; being further secured by that certain **Deed of Trust and Security Agreement (with Collateral Assignment of Rents and Financing Statement)** dated January 17, 2023, executed by **Exquisite Designs by Castlerock & Co., Inc.**, a Texas corporation, dba **Castlerock Investment Group** as "Grantor" in favor of Ramon A. Vitulli, III, as Trustee, filed for record on January 25, 2023 in the Official Public Records of Harris County, Texas, under Instrument No. RP-2023-25979 (the "Deed of Trust") covering and describing the "Mortgaged Property", as such term is defined in the Deed of Trust; and being further secured by that certain **UCC Financing**

**Statement** filed in the Office of the Texas Secretary of State on January 25, 2023 under File No. 23-0003688303.

Reference is further made to that certain **Collateral Assignment of Rents and Leases** dated January 17, 2023, executed by **Exquisite Designs by Castlerock & Co., Inc.**, a Texas corporation, dba **Castlerock Investment Group** as "Assignor" covering and describing the Premises, and filed for record on January 25, 2023 in the Official Public Records of Harris County, Texas, under Instrument No. RP-2023-25980, whereby Borrower assigned all of its rights, titles and interests in any and all leases and rents of the Premises to further secure payment of the indebtedness evidenced by the Note.

Reference is further made to that certain **Modification and Extension Agreement** dated effective January 17, 2024 and recorded on March 11, 2024 in the Official Public Records of Harris County, Texas, under Instrument No. RP-2024-84016, whereby terms of the Note were modified.

Reference is further made to that certain **Modification and Extension Agreement** dated effective April 17, 2024 and recorded on May 21, 2024 in the Official Public Records of Harris County, Texas, under Instrument No. RP-2024-184292, whereby terms of the Note were modified.

**WHEREAS**, default has occurred under the terms and provisions of the referenced Note and Deed of Trust and the same are now wholly due, and Stellar Bank, formerly known as Allegiance Bank (the "Mortgagee"), the owner and holder of all the Note, has requested the undersigned to sell the Mortgaged Property and Collateral described below; and

WHEREAS, the above named Trustee and any previously appointed Substitute Trustee(s) was removed in accordance with the Deed of Trust and the Mortgagee designated and appointed Ted L. Walker, 125 Main Street, PO Box 62, Jasper, Texas 75951, as Substitute Trustee to enforce the Trust set forth in said Deed of Trust.

NOW, THEREFORE, pursuant to the authority conferred upon me by the Deed of Trust, I hereby give notice that I will sell the Mortgaged Property and Collateral described below at public auction to the highest bidder for cash. The sale is scheduled to be held at the following date, time, and place:

**Date:** December 3, 2024

**Time:** 1:00 p.m. C.S.T

**Place:** The Bayou City Event Center 9401 Knight Road, Harris County, Houston, Texas 77047 or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court or as designated by the County Commissioners Court PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE AS THE PLACE WHERE FORECLOSURE SALES ARE TO TAKE PLACE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS.

This conveyance will be made subject to any exceptions referenced in the Deed of Trust, if any, to the extent the same are still in effect and shall not cover any part of the Mortgaged Property that has been released from the liens of the Deed of Trust. The Mortgaged Property that will be sold at the foreclosure sale is described as follows:

**Mortgaged Property:** (a) Land: Lot Fifty-one (51), in Block Four (4), of CHAMPION FOREST, SECTION TEN (10), a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 306, Page 64, of the Map Records of Harris County, Texas; together with (b) Improvements. All buildings, structures and other improvements now or hereafter located, situated or constructed on the Land (the "Improvements"); (c) Related Interests. All rights, titles, interest, estates, reversions and remainders now owned or hereafter acquired by Grantor in and to the Land and any strips or gores between or among the Land and abutting or adjacent properties; all water and water rights, timber, crops and mineral interests, including

without limitation, all oil, gas and other hydrocarbons and other minerals located on, pertaining to, produced from or allocated to the Land; all river, stream and creek beds and other waterways; all permits, licenses, certificates, development rights and utility commitments and/or connections; and all easements, roads, streets, alleys and rights-of-way, rights of ingress and egress, licenses, vehicle parking rights, existing or proposed, adjoining, abutting, adjacent to, serving, appertaining or otherwise benefitting the Land, and all appurtenances, tenements, hereditaments, servitudes, rights, ways, privileges and prescriptions thereto; (d) Fixtures. All fixtures, equipment, systems, including lighting, ventilating, incinerating, water heating, air conditioning, heating, plumbing, refrigerating and air cooling systems, machinery, furniture, furnishings, appliances, and building materials, now owned or hereafter acquired by Grantor and now or hereafter attached to, affixed to, located on or situated within, or served from the Land or the Improvements, and all replacements thereof, substitutions therefor, additions thereto, and proceeds and products thereof, including without limitation, all rights, titles and interests of Grantor now owned or hereafter acquired in and to any of such personal property that may be subject to any title retention or security agreement superior in lien or security interest to the lien or security interest of this Deed of Trust (the "Fixtures"); (e) Proceeds. All rights and interests of Grantor now owned or hereafter acquired in and to (i) all proceeds and proceeds of proceeds arising from or by virtue of the sale, leasing, or other disposition of any of the real or personal property covered hereby; (ii) all proceeds and proceeds of proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Land, the Improvements or the Fixtures; (iii) all proceeds and proceeds of proceeds arising from the taking of all or any part of the Land, the Improvements, the Fixtures, or any rights appurtenant thereto, including but not limited to, change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; (iv) all reimbursements, revenues, monies, proceeds, benefits and payments from any utility district or other special district related to the development of any portion of the Land; (v) all proceeds, rents, revenues, income and profits arising from the lease or sublease of the real or personal property covered hereby; and (vi) rents, revenues, bonus money, royalties, rights and benefits accruing to Grantor under all present and future oil, gas and mineral leases covering any portion of the Land, also known as: 8110 Landau Park Lane

**Collateral:** All proceeds and products thereof, including all personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), any social media or intellectual property rights, commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, and all general intangibles (including all payment intangibles).

**ACTIVE MILITARY SERVICE NOTICE**

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE 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. To determine if you are entitled to and what protections may be afforded you under the Servicemembers Civil Relief Act, you may call the toll-free telephone numbers for Military One Source: From the United States: 1-800-342-9647. From outside the United States (where available): 1-800-342-6477. International collect: 484-530-5747.

THE SALE OF THE MORTGAGED PROPERTY AND COLLATERAL IS "AS-IS" AND "WHERE-IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE SUBSTITUTE TRUSTEE, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. THE SUBSTITUTE TRUSTEE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE COMPLIANCE WITH THE LAWS, RULES, AGREEMENTS OR SPECIFICATIONS, CONDITION, QUALITY, CAPACITY, A DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE MORTGAGED PROPERTY AND COLLATERAL, ALL OF WHICH ARE EXPRESSLY WAIVED BY PURCHASER.

SUBSTITUTE TRUSTEE RESERVES THE RIGHT TO DETERMINE  
INCREMENTS IN WHICH BIDS WILL BE ACCEPTED AND TO ANNOUNCE  
SAME AT THE SALE.

Dated: October 30, 2024

/s/ Ted L. Walker  
Ted L. Walker, Substitute Trustee  
PO Box 62  
Jasper, Texas 75951  
Phone (409) 384-8899  
Facsimile (409) 384-9899  
Email [twalker@walker-firm.com](mailto:twalker@walker-firm.com)

R:\ALLEGIANCE BANK\ASTELLAR BANK\62-67 Exquisite Designs\Foreclosure\2024-10-29 NotSubTRSale.HarrisCo.wpd