

The Avenue at Lubbock
1212 N. Quaker Avenue
Lubbock, Texas 79415
Loan No. 623100165

NOTICE OF FORECLOSURE SALE

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, CD/PARK7 LUBBOCK I OWNER LP, a Delaware limited partnership ("Borrower"), executed that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (as same may have been heretofore amended, modified, extended, renewed, restated and/or assigned, the "Security Instrument"), dated as of November 24, 2014, recorded as Document No. 2014041926, Recorder's Office of the County Clerk, Lubbock County, Texas (the "Records"), to CLIFTON M. DUGAS, II, Trustee (the "Original Trustee") for the benefit of MC-FIVE MILE COMMERCIAL MORTGAGE FINANCE LLC, a Delaware limited liability company ("Original Lender"), the predecessor-in-interest by one or more assignments to RSS GSMS2015-GC28 – TX CPLO, LLC ("Lender"), covering (i) certain real property ("Land") located in Lubbock County, Texas, more particularly described in Exhibit A attached hereto and incorporated herein by reference, (ii) certain other collateral ("Other Collateral") more particularly described in Exhibit B attached hereto and incorporated herein by reference, and (iii) any and all other real and personal property interests described in the Security Instrument (collectively, the "Property"), and securing that certain Promissory Note dated November 24, 2014 in the stated principal amount of \$39,200,000.00 (as same may have been amended, modified, extended, renewed, restated, replaced and/or assigned, the "Note") (the Note, together with all other indebtedness, liabilities, and obligations described in the Note, Security Instrument and all other documents evidencing, securing, governing or otherwise pertaining to the loan evidenced by the Note hereinafter referred to as the "Indebtedness"); and

WHEREAS, default has occurred under the Loan Agreement (as defined in the Security Instrument) and the payment of the Indebtedness has been accelerated and is now wholly due and payable; and

WHEREAS, Lender has made demand upon Borrower to pay to Lender 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 and the Security Instrument, Lender has appointed MICHAEL BAILEY, an individual with an address of c/o Winstead PC, 2728 N. Harwood Street, Suite 500, Dallas, Texas 75201, AMANDA GRAINGER, an individual with an address of c/o Winstead PC, 2728 N. Harwood Street, Suite 500, Dallas, Texas 75201, KATHRYN SIVERLING, an individual with an address of c/o Winstead PC, 2728 N. Harwood Street, Suite 500, Dallas, Texas 75201, JASON ENRIGHT, an individual with an address of c/o Winstead PC, 2728 N. Harwood Street, Suite 500, Dallas, Texas 75201, TERRY BROWDER, an individual with an address of c/o Tejas Trustee Services, 14800 Landmark Blvd., Suite 850, Dallas, Texas 75254,

LAURA BROWDER, an individual with an address of c/o Tejas Trustee Services, 14800 Landmark Blvd., Suite 850, Dallas, Texas 75254 and JAMIE OSBORNE, an individual with an address of c/o Tejas Trustee Services, 14800 Landmark Blvd., Suite 850, Dallas, Texas 75254 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 trustee, in the place and stead of and to succeed to all of the rights, titles, estates, powers, privileges and authorities granted in the Security Instrument to the Original Trustee, and any previously appointed substitute trustee(s); and

WHEREAS, Lender, as the beneficiary under the Security Instrument, 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 all or a portion of the Property, in parcels or in whole, to satisfy, in whole or in part, the unpaid Indebtedness; and

WHEREAS, the 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, October 7, 2025 (the "Foreclosure Date"), no earlier than 10:00 A.M., or no later than three (3) 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 Property, in parcels or as a whole, at public auction to the highest bidder for cash, pursuant to the Security Instrument and applicable law; such sale will be held at: the Lubbock County Courthouse, 904 Broadway St., Lubbock, TX 79403 in that area designated for such sales by order or Resolutions of the Commissioners' Court of Lubbock County, Texas or in such other area as subsequently designated by Resolution of the Commissioners' Court of Lubbock County, Texas; SUBJECT, HOWEVER, to all liens, exceptions to title, easements, restrictions, and encumbrances affecting any of the Property or title thereto which have equal or superior priority to the lien and security interest created by the Security Instrument. 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.

To the extent that any of the Property has been released from the lien of the Security Instrument, by written instrument signed by Lender or its predecessor and filed for record in the Official Public Records of the aforesaid county in which the Security Instrument is recorded, or has been released from the security interest created in the Security Instrument by an appropriate financing statement amendment filed by Lender or its predecessor in the applicable filing office, this notice is not intended to and does not cover such property, and such property will not be part of the Property conveyed to the purchaser by reason of such sale.

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

This Notice of Foreclosure Sale is being sent by Michael Bailey, an individual, with an address of Winstead PC, 2728 N. Harwood St., Suite 500, Dallas, TX 75201.

The following language is set forth per requirement under Section 51.002(i) of the Texas Property Code, and applicable if debtor qualifies under such Section:

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.

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

IN WITNESS WHEREOF, Substitute Trustee/Authorized Agent has executed this notice as of the date of the acknowledgment below.

**SUBSTITUTE TRUSTEE/ AUTHORIZED
AGENT:**

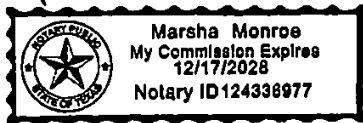
Name: _____

Terry Browder

STATE OF TEXAS §

COUNTY OF Taylor §

This instrument was ACKNOWLEDGED before me on September 16, 2025, by Terry Browder, in the capacities therein stated.



Marsha Monroe
Notary Public in and for the State of Texas

[SEAL]

EXHIBIT A

LAND

Unit 1 of THE AVENUE AT LUBBOCK, a Condominium Regime located in the City of Lubbock, Lubbock County, Texas, according to the Declaration of Condominium Regime for The Avenue of Lubbock, including any amendment, plats, and plans, dated November 24, 2014, filed November 26, 2014, recorded in County Clerk No. 2014841919, Official Public Records, Lubbock County Texas (collectively, the "Declaration") , together with the appurtenant common elements described in the Declaration.

LESS AND EXCEPT ANY AND ALL PROPERTY PREVIOUSLY RELEASED OF RECORDS

EXHIBIT B

OTHER COLLATERAL

- (a) **Land.** The real property described in Exhibit A attached hereto and made a part hereof (the "**Land**");
- (b) **Additional Land.** All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Security Instrument;
- (c) **Improvements.** The buildings, structures, fixtures, pads, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the "**Improvements**");
- (d) **Easements.** All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (e) **Equipment.** All "goods" and "equipment," as such terms are defined in Article 9 of the Uniform Commercial Code (hereinafter defined), now owned or hereafter acquired by Borrower, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Borrower and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "**Equipment**"). Notwithstanding the foregoing, Equipment shall not include any property belonging to tenants under Leases (hereinafter defined) except to the extent that Borrower shall have any right or interest therein;
- (f) **Fixtures.** All Equipment now owned, or the ownership of which is hereafter acquired, by Borrower which is so related to the Land and Improvements forming part of the Property that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land, including, but not limited to, engines,

devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility hues and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Borrower's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**"). Notwithstanding the foregoing, "Fixtures" shall not include any property which tenants are entitled to remove pursuant to Leases except to the extent that Borrower shall have any right or interest therein;

(g) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, general intangibles, contract rights, accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever as defined in and subject to the provisions of the Uniform Commercial Code, other than Fixtures, which are now or hereafter owned by Borrower and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personal Property**"), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the "**Uniform Commercial Code**"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

(h) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of, the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under any creditors' rights laws (collectively, the "**Leases**") and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or

hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Borrower or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Borrower of any petition for relief under any creditors' rights laws (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(i) Insurance Proceeds. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(j) Condemnation Awards. All awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

(k) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(l) Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(m) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses (including liquor licenses to the extent Borrower is permitted to do so pursuant to applicable laws), plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder and all management, service, supply and maintenance contracts and agreements (collectively, the "**Agreements**");

(n) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(o) Letter of Credit. All letter-of-credit rights (whether or not the letter of credit is evidenced by a writing) Borrower now has or hereafter acquires relating to the properties, rights, titles and interests referred to in Section 1.1 of the Security Instrument;

(p) Accounts. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property, including, without limitation, the Reserve Accounts, the Deposit Account, the Cash Management Account (as such capitalized terms are defined in the Loan

Agreement) and all accounts established pursuant to Article 10 of the Loan Agreement together with all deposits or wire transfers made to the Deposit Account and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

(q) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in subsections (a) through (p) including, without limitation, insurance proceeds and awards, into cash or liquidation claims; and

(r) Other Rights. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (q) above.

AND without limiting any of the other provisions of the Security Instrument, to the extent permitted by applicable law, Borrower expressly grants to Lender, as secured party, a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Improvements and the Fixtures collectively referred to as the "**Real Property**") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of the Security Instrument be deemed conclusively to be real estate and mortgaged hereby.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion

Kelly Pinion, County Clerk
Lubbock County, TEXAS
09/16/2025 03:34 PM
FEE: \$2.00
2025037009