NOTICE OF TRUSTEE'S SALE

20260031372 4 PGS POST

DEED OF TRUST INFORMATION:

Grantor(s)	Dove Real Estate, LLC	**Deed of Trust Date**	July 29, 2019
Original Mortgagee	FirstCapital Bank of Texas, N.A.	**Original Principal**	$56,402.63
Recording Information	Instrument #: 2019029378 in Lubbock County, Texas	**Original Trustee**	Brad D. Burgess
Property Address	4418 43rd St., Lubbock, TX 79414	**Property County**	Lubbock

MORTGAGE SERVICER INFORMATION:

Current Mortgagee	Prosperity Bank, a Texas banking association, successor-by merger with FirstCapital Bank of Texas, N.A.	**Mortgage Servicer**	Prosperity Bank
Current Beneficiary	Prosperity Bank, a Texas banking association, successor-by merger with FirstCapital Bank of Texas, N.A.	**Mortgage Servicer Address**	2101 Custer Road, Plano, TX 75075

SALE INFORMATION:

Date of Sale	09/01/2026
Time of Sale	10:00 AM or no later than 3 hours thereafter
Place of Sale	THE GAZEBO LOCATED ON THE FRONT LAWN OF THE COUNTY COURTHOUSE, WITH THE FIRST ALTERNATE LOCATION BEING THE SECOND FLOOR AUDITORIUM AT 916 MAIN AND THE SECOND ALTERNATE LOCATION BEING THE COMMISSIONER'S COURT LCOATED ON THE FIFTH FLOOR OF THE COURTHOUSE in Lubbock County, Texas, or if the preceding area is no longer the designated area, at the area most recently designated by the Lubbock County Commissioner's Court.
Substitute Trustees	Terry Browder, Laura Browder, Jamie Osborne, Taherzadeh, PLLC, Auction.com, Selim Taherzadeh, or Michael Linke, any to act
Substitute Trustees' Address	15851 N. Dallas Parkway, Suite 410, Addison, TX 75001

PROPERTY INFORMATION:

Legal Description as per the Deed of Trust:
LOT FORTY-TWO (42), MCCULLOCH ADDITION, 8TH INSTALLMENT TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 572, PAGE 169, OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS.

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Default has occurred under the Deed of Trust and all sums secured by the Deed of Trust were declared immediately due and payable. The Beneficiary has, or caused another to, removed the Original Trustee and appointed Substitute Trustees. On behalf of the Mortgagee, Mortgage Servicer, and Substitute Trustees, the undersigned is providing this Notice of Trustee's Sale.

The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Beneficiary thereunder to have the bid credited to the Note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

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 other 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 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.

NOTICE OF TRUSTEE'S SALE

Pursuant to the Deed of Trust, the Beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to 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. Purchasers will buy the property "at the purchaser's own risk" and "at his/her peril", and no representation is made concerning the quality of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property.

Pursuant to the Texas Property Code, the 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.

The Deed of Trust permits the Beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee, or any subsequently appointed Trustee, need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

Interested parties are encouraged to consult counsel of their choice prior to participating in the sale of the property.

The U.S. Financial Crimes Enforcement Network (FinCEN) has implemented a new Anti-Money Laundering Rule (the **"Rule"**), found at 89 FR 70258 and 31 CFR 1031.320. The Rule applies to certain non-financed residential real estate sale transactions (including nonjudicial foreclosures) where the transfer is to a legal entity or trust. More information regarding the Rule can be found at:

https://www.fincen.gov/rre

You are encouraged to consult with your own independent legal counsel if you have questions about how the Rule affects your transactions.

If the property being purchased is residential real property and the Purchaser is a legal entity or trust, then the sale is conditional and contingent upon the Purchaser, **WITHIN SEVEN (7) DAYS OF THE DATE OF THE FORECLOSURE SALE** ("Deadline") providing the required information for reporting under the Rule to the law firm that was handling the foreclosure on behalf of the mortgagee or mortgage servicer. The specific information you will be required to produce can be found at:

https://bsaefiling-sandbox.fincen.gov/forms/RERX.pdf

Purchaser hereby agrees that the Reporting Person has the SOLE RIGHT to use its reasonable discretion to determine if the Purchaser has complied with the conditions of sale regarding the Rule.

THE PURCHASER HEREBY AGREES THAT THE PURCHASER IS SOLELY RESPONSIBLE FOR ANY PENALTIES ASSESSED AND/OR INCURRED FOR INCOMPLETE AND/OR INACCURATE INFORMATION PROVIDED BY PURCHASER.

THE PURCHASER HEREBY AGREES TO INDEMNIFY THE REPORTING PERSON FOR ANY PENALTIES CHARGED DUE TO THE INACCURACY OF THE REQUIRED INFORMATION OF THE PURCHASER UNDER THE RULE.

Time is of the essence to ensure compliance with the Rule. **IF THE REQUIRED INFORMATION IS NOT FULLY AND COMPLETELY PROVIDED BY THE PURCHASER TO THE REPORTING PERSON, BY THE DEADLINE, THE FORECLOSURE SALE WILL BE RESCINDED PURSUANT TO TEXAS PROPERTY CODE SECTION 51.016.** You are advised to contact the law firm that handled the foreclosure as soon as possible in order to determine the best way to provide the necessary forms and information needed to comply with the Rule.

If you are unsure if you can comply with the conditions of sale, including but not limited to the timelines as provided therein, then DO NOT BID. If the sale must be rescinded pursuant to the conditions stated herein, Purchaser hereby agrees that the SOLE and ABSOLUTE remedy for the Purchaser due to the rescission of the foreclosure sale because of the Rule will be the return of the consideration/purchase price paid, MINUS THE REASONABLE AND NECESSARY FEES AND COSTS INCURRED BY THE LAW FIRM FOR RESCINDING THE SALE AND RE-FORECLOSURE OF THE PROPERTY.

NOTICE OF TRUSTEE'S SALE

Assert and protect your rights as a member of the armed forces of the United States. If you 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.

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.

Dated August 7, 2026.

/s/ Michael Linke
Michael Linke

TAHERZADEH, PLLC
15851 N. Dallas Parkway, Suite 410
Addison, TX 75001
Foreclosure@taherzlaw.com
P: (469) 729-6800 F: (469) 828-2772

Return to: **Taherzadeh, PLLC**
15851 N. Dallas Parkway, Suite 410
Addison, TX 75001

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County, TEXAS
08/10/2026 10:42 AM
FEE: $2.00
2026031372