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**PREPARED BY AND UPON  
RECORDATION RETURN TO:**

Haynes and Boone, LLP  
2801 N. Harwood St., Suite. 2300  
Dallas, Texas 75201  
Attention: Christopher Konopka

FILED FOR RECORD  
at 1:41 o'clock 9 M

AUG 09 2024

BECKY LANDRUM  
County Clerk, Hunt County, Tex.  
by *Skinojos*

(Space above this line for recording purposes only)

STATE OF TEXAS                   §  
  §  
COUNTY OF HUNT               §

**NOTICE OF FORECLOSURE SALE**

Date: August 9, 2024

Security Instrument: Deed of Trust (With Security Agreement and Assignment of Rents) (as modified or amended from time to time, the "**Deed of Trust**"), dated June 30, 2022, executed by Retail Partners – Town South, LLC, a Texas limited liability company (together with its permitted successors and assigns, collectively, "**Borrower**"), as grantor, to Christopher Konopka ("**Trustee**"), as trustee, for the benefit of White Horse Management, LLC, a Texas limited liability company, d/b/a Morris Capital (together with any future successors and assigns, "**Beneficiary**"), as beneficiary, recorded as instrument no. 2022-15509 in the Records of Hunt County, Texas ("**Official Records**").

Secured Obligations: Promissory Note dated June 30, 2022, executed by Borrower and payable to the order of Beneficiary, as payee, in the original principal amount of \$8,935,000.00 (together with all extensions, renewals, replacements and amendments thereof, collectively referred to herein as the "**Note**").

Property: The property secured by the Deed of Trust, including, without limitation, all right, title, interest, and privilege of Borrower in and to the real property described in Exhibit A attached hereto (the "**Property**").

Guaranty: Guaranty Agreement, dated June 30, 2022, executed by Louis Edward Martin, III and John Russell Martin (collectively, "**Guarantor**"), in favor of Beneficiary (the "**Guaranty**"), and (ii) Environmental Indemnification Agreement date June 30, 2022, executed by Guarantor and Borrower in favor of Beneficiary (the "**EIA**"), together with the Guaranty, the "**Guaranties**").

Substitute Trustee(s): Christopher Konopka  
Nick Beals  
Umema Syed  
Molly Schultz  
Madeline Ballard  
Michael Coleman  
Christopher Neal

Substitute Trustees' Address: Haynes and Boone, LLP  
Attn: Christopher Konopka  
2801 N. Harwood Street, Suite 2300  
Dallas, Texas 75201

Foreclosure Sale:

Date: Tuesday, September 3, 2024

Time: The sale of the Property (as defined in the Deed of Trust) (such sale is the "**Foreclosure Sale**") will take place between the hours of 1:00 PM and 4:00 PM.

Place: At the north steps, including the hallway area 20 feet inside the north door on the second (2<sup>nd</sup>) floor of the Hunt County Courthouse, 2500 Lee Street, Greenville, Texas 75401 or as designated by the County Commissioner's Office or in the area designated by the Commissioner's Court pursuant to section 51.002 of the Texas Property Code.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction, and the property secured by the Deed of Trust, including, without limitation, all right, title, interest, and privilege of Borrower to any real property (the "**Land**") described in Exhibit A attached hereto, and the interest of Borrower in the improvements, fixtures, and certain other property covered by the Deed of Trust and described with the Land in Exhibit B attached hereto (collectively referred to herein as the "**Property**"), shall be sold to the highest bidder for cash, except that Beneficiary's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Beneficiary, the current owner, and holder of the Note, has requested Substitute Trustee(s) to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Beneficiary's election to proceed against and sell all the Property described in the Deed of Trust in accordance with Beneficiary's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time and Place of Sale described above, Substitute Trustee(s) will sell the Property by public sale to the highest bidder for cash in accordance with the Deed of Trust.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Beneficiary, if any. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY SUBSTITUTE TRUSTEE(S), EXPRESS, IMPLIED, STATUTORY, QUASI STATUTORY, OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. NEITHER BENEFICIARY NOR SUBSTITUTE TRUSTEE(S) MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COMPLIANCE WITH LAWS, RULES, AGREEMENTS, OR SPECIFICATIONS NOR WITH RESPECT TO CONDITION, QUALITY, CAPACITY, DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS, OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH SHALL BE EXPRESSLY WAIVED BY THE PURCHASER AT THE FORECLOSURE SALE. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

Pursuant to Section 51.0075(a) of the Texas Property Code, Substitute Trustee(s) reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee(s).

**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.**

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.

*[Remainder of page intentionally left blank. Signature page(s) to follow.]*

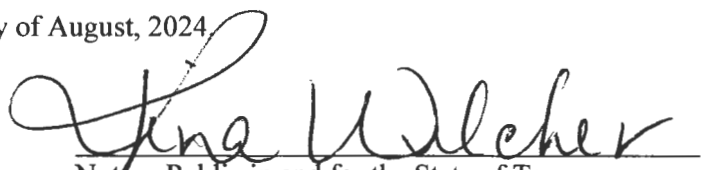
**SUBSTITUTE TRUSTEE:**

By:   
Christopher Konopka

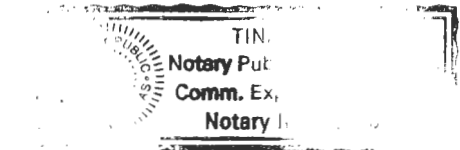
STATE OF TEXAS                   §  
   §  
COUNTY OF DALLAS           §

Before me, a Notary Public, on this day personally appeared Christopher Konopka, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

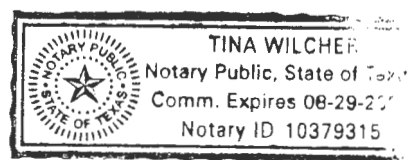
Given under my hand and seal this 9<sup>th</sup> day of August, 2024.

  
Notary Public in and for the State of Texas

My Commission Expires:  
8-29-25  
[SEAL]



Attachments:  
**Exhibit A** – Land  
**Exhibit B** – Mortgaged Property



*Exhibit A*

**LAND**

Tract One: (Fee Simple)

BEING a tract or parcel of land situated in the City of Greenville, Hunt County, Texas, and being part of the John Stephens Survey Abstract 983, and also being part of that tract of land conveyed to Gordon Rutherford-Fawcett Company by deed recorded in Volume 669 Page 256 and part of Tract I conveyed to Town South Joint Venture by deed recorded in Volume 887 Page 545 of the Deed Records of Hunt County, and being more particularly described as follows:

BEGINNING at a point for corner at an "X" cut at the intersection of the Westerly line of Stonewall Street and the Northerly line of Canton Street said point also being the Southeasterly corner of said Tract I;

THENCE due West along the Northerly line of Canton Street a distance of 217.7 feet to a point for corner at an "X" cut;

THENCE due North a distance of 224.34 feet to a point for corner at an "X" cut;

THENCE due West a distance of 112.5 feet to a point for corner at a nail set;

THENCE due North a distance of 217.99 feet to a point for corner at a nail set;

THENCE due West a distance of 237.5 feet to a point for corner at a 1/2 inch iron rod set in the Easterly line of Wesley Street;

THENCE due North along the Easterly line of Wesley Street a distance of 169.97 feet to a point for corner at an iron pipe found;

THENCE due East a distance of 150.0 feet to a point for corner at an "X" cut;

THENCE North 0 degrees 08' 02" East a distance of 216.0 feet to a point for corner at a 1/2 inch iron rod set in the Southerly line of that tract of land described in the Lease Agreement recorded in Volume 562 Page 414 of the Deed Records of Hunt County;

THENCE due East along the Southerly line of Lease Agreement a distance of 100.0 feet to a point for corner at an "X" cut in concrete;

THENCE North 0 degrees 08' 02" West along the Easterly line of said Lease Agreement a distance of 25.00 feet to a point for corner at a 1/2 inch iron rod set in the Southerly line of Loop 315;

THENCE South 89 degrees 54' 48" East along the Southerly line of Loop 315 a distance of 181.58 feet to an angle point at a 1/2 inch iron rod set;

THENCE South 37 degrees 17' 51" East along the Southerly line of Loop 315 a distance of 31.69 feet to an angle point at an "X" cut;

THENCE North 89 degrees 49' 19" East along the Southerly line of Loop 315 a distance of 39.5 feet to an angle point at a 1/2 inch iron rod set;

THENCE South 38 degrees 00' 41" East along the Southerly line of Loop 315 a distance of 93.69 feet to a 1/2 inch iron rod set;

THENCE South 83 degrees 03' 56" East along the Southerly line of Loop 315 a distance of 19.3 feet to a point for corner at an iron rod found in the Westerly line of Stonewall Street;

THENCE due South along the Westerly line of Stonewall Street a distance of 751.79 feet to the PLACE OF BEGINNING and containing 7.0849 acres.

Tract Two: (Fee Simple)

BEING a tract or parcel of land situated in the City of Greenville, Hunt County, Texas and being part of the John Stephens Survey Abstract 983, and also being part of that tract of land conveyed to Greenville Investment Limited, a limited partnership, by deed recorded in Volume 707 Page 762 of the Deed Records of Hunt County, and being more particularly described as follows:

BEGINNING at a point for corner at an "X" cut in the Northerly line of Canton Street said point being due West a distance of 360.2 feet from the intersection of the Westerly line of Stonewall Street and the Northerly line of Canton Street;

THENCE due West along the Northerly line of Canton Street a distance of 207.5 feet to a point for corner at an "X" cut at the intersection of said Northerly line and the Easterly line of Wesley Street;

THENCE due North along the Easterly line of Wesley Street a distance of 412.33 feet to a point for corner at a 1/2 inch iron rod set;

THENCE due East a distance of 207.5 feet to a point for corner at a nail set;

THENCE due South a distance of 412.33 feet to the PLACE OF BEGINNING and containing 1.9641 acres.

Tract Three: (Lease Tract)

BEING a tract or parcel of land situated in the City of Greenville, Hunt County, Texas, and being part of the John Stephens Survey Abstract 983, and also being that tract of land described in the Lease Agreement recorded in Volume 562, Page 414 of the Deed Records of Hunt County, and being more particularly described as follows:

BEGINNING at a point for corner in the Southerly line of Loop 315 at the Northeasterly corner of said Lease Agreement;

THENCE South 0 degrees 08' 02" West along the Easterly line of said Lease Agreement a distance of 34.0 feet to a point for corner;

THENCE due West along the Southerly line of said Lease Agreement and the Northerly line of that tract of land conveyed to H.T Strausburger by deed recorded in Volume 842 Page 168 of the Deed Records of Hunt County a distance of 184.0 feet to a point for corner in the Southeasterly cut off line between the Easterly line of Wesley Street and the Southerly line of Loop 315;

THENCE North 45 degrees 04' 01" East along said cut off line a distance of 48.14 feet to a point for corner in the Southerly line of Loop 315;

THENCE due East along the Southerly line of Loop 315 a distance of 150.0 feet to the PLACE OF BEGINNING and containing 0.1303 acre.

Tract Four: (Easement Tract)

BEING a tract or parcel of land situated in the City of Greenville, Hunt County, Texas, and being part of the John Stephens Survey Abstract 983, and also being that Access Easement conveyed to Gordon Rutherford-Fawcett Company recorded in Volume 686 Page 649 of the Deed Records of Hunt County and being more particularly described as follows:

BEGINNING at a point for corner at the Northwesterly corner of said Access Easement;

THENCE South 89 degrees 54' 38" East along the Northerly line of said Access Easement a distance of 213.9 feet to a point for corner;

THENCE South 36 degrees 57' 16" East along the Northeasterly line of said Access Easement a distance of 43.85 feet to a point for corner in the Southerly line of Loop 315;

THENCE South 89 degrees 49' 19" West along the Southerly line of Loop 315 a distance of 39.5 feet to an angle point;

THENCE North 37 degrees 17' 51" West along the Southerly line of Loop 315 a distance of 31.69 feet to an angle point;

THENCE North 89 degrees 54' 48" West along the Southerly line of Loop 315 a distance of 181.58 feet to a point for corner;

THENCE North 0 degrees 08' 02" East along the Westerly line of said Access Easement a distance of 10.0 feet to the PLACE OF BEGINNING and containing 0.0729 acre.

Tract Five: (Easement Estate)

A non-exclusive easement for ingress and egress over the common are as defined in and created by Agreement Creating Grant of Easements and Covenants and Restrictions Affecting Land dated July 21, 1970, recorded in Volume 690, Page 181 Deed Records, Hunt County, Texas, and as amended by Amendment to Agreement Creating Grant of Easements With Covenants and Restrictions Affecting Land dated April 6, 1972 and recorded in Volume 718, Page 833, Deed Records of Hunt County, Texas and as amended by Second Amendment to Agreement Creating Grant of Easements with Covenants and Restrictions Affecting Land dated March 10, 1980, recorded in Volume 867, Page 494, Deed Records of Hunt County, Texas, and further amended by instrument called Third Amendment to Agreement Creating Grant of Easements with Covenants and Restrictions Affecting Land, dated October 16, 1990, recorded in Volume 187, Page 403, Hunt County Real Property Records.

Premises Address Reference: 5013-5101 Wesley Street, Greenville, Texas 75402

## *Exhibit B*

### **PROPERTY**

“*Property*” shall mean the following property, rights, interests and estates now owned, or hereafter acquired by Borrower:

1. Real Property. The real estate situated in Hunt County, Texas, which is more particularly described in Exhibit A attached hereto and made a part hereof by reference for all purposes, together with all buildings, structures, and other improvements (such buildings, structures, and other improvements being hereinafter sometimes called the “*Improvements*”) now or hereafter situated thereon (such real estate, and Improvements being hereinafter sometimes called the “*Land*”).

2. Fixtures and Personal Property. All fixtures, equipment, and personal property in which Borrower now has, or at any time hereafter acquires, an interest, and which are now, or at any time hereafter, either a part of the Land or situated in, on, or about the Land and utilized in connection with the operation of the Land, or acquired or delivered to the Land for use or incorporation in construction of any improvements on the Land, including, but not limited to, building and construction materials and equipment; all plans and specifications for improvements to be placed on the Land; all contracts and subcontracts relating to the Land; all deposits (including tenant's security deposits), funds, accounts, contract rights, instruments, documents, general intangibles (including trademarks, trade names, and symbols used in connection therewith), with notes or chattel paper arising from or by virtue of any transactions related to the Land; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land; all proceeds arising from or by virtue of the sale, lease, or other disposition of any of the real or personal property described herein; all heating, lighting, refrigeration, plumbing, ventilating, incinerating, water-heating, cooking, communications, electrical, dish-washing and air-conditioning equipment, and all appliances, furniture, engines, machinery, elevators, pumps, motors, compressors, boilers, condensing units, doors, windows, window screens, disposals, range hoods, tables, chairs, drapes, rods, beds, springs, mattresses, lamps, bookcases, cabinets, sprinklers, hose, tools, lawn equipment, sofas, dressers, mirrors, televisions, radios, speakers, electrical wiring, pipe and floor coverings, and all renewals, replacements, and substitutions thereof and additions thereto (all property described or referred to in this paragraph sometimes called “*Accessories*”). Borrower agrees that the Accessories are and will be a part of and affixed to the Land.

3. Other Property. All other interest of every kind and character which Borrower now has or at any time hereafter acquires in and to the property described or referred to in paragraphs 1 and 2 preceding, including but not limited to proceeds from the condemnation or threatened condemnation of the Land and the proceeds of any and all insurance covering the Land, and all property which is used in connection with the operation of the Land and Accessories.

4. Leases. All Leases (hereafter defined), together with all the right, title, and interest of Borrower as lessor thereunder, including, without limiting the generality of the foregoing, the present, and continuing right to make claim for, collect, receive, and receipt for any and all of the rents, income, revenues, issues, and profits and monies payable as damages or in lieu of rent and monies payable as the purchase price of the Property or any part thereof or of awards or claims for money and other sums of money payable or receivable thereunder howsoever payable, and to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which Borrower or any lessor is or may become entitled to do under the Leases, provided, that this provision shall neither impair nor diminish any obligation of Borrower under the Leases, nor shall any obligation be imposed upon Beneficiary. “*Lease*” means any lease, sublease, or other agreement under the terms of which any person has or acquires any right to occupy or use the Property, or any part thereof, or any interest therein, including all extended or renewal terms thereof and all modifications or amendments thereto and



replacements therefor.

5. Leasehold Estates. In the event the estate of the Borrower in and to any of the Property is a leasehold estate, the granting in the Deed of Trust shall include, and the lien, security interest, and assignment created thereby shall encumber and extend to all other further or additional title, estates, interest, or rights which may exist now or at any time be acquired by Borrower in or to the Property demised under the lease creating such leasehold estate and including Borrower's rights, if any, to the Property demised under such lease and, if fee simple title to any of such Property shall ever become vested in the Borrower such fee simple interest shall be encumbered by the Deed of Trust in the same manner as if Borrower had fee simple title to said Property as of the date of execution hereof.