Notice of Substitute Trustee Sale

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T.S. #: 20-4559

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.

Date, Time, and Place of Sale - The sale is scheduled to be held at the following date, time and place:

- Time: The sale will begin no earlier than 1:00 PM or no later than three hours thereafter. The sale will be completed by no later than 4:00 PM
- Place: Hunt County Courthouse in GREENVILLE, Texas, at the following location: 2507 Lee Street, Greenville, TX 75401 - or in the area designated by the commissioners court. OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE

Property To Be Sold - The property to be sold is described as follows:

SEE ATTACHED EXHIBIT "A" AND EXHIBIT "B"

Instrument to be Foreclosed – The instrument to be foreclosed is the Deed of Trust is dated 11/21/2014 and is recorded in the office of the County Clerk of Hunt County, Texas, under County Clerk's File No 2014-14875 recorded on 12/8/2014 of the Real Property Records of Hunt County, Texas.

A 21.51 ACRE TRACT OF VACANT LAND LOCATED ON THE NORTH SIDE OF INTERSTATE HIGHWAY 30 CAMPBELL, TX 75422

Trustor(s):	HANY ALI ABDELMALEK	Original Beneficiary:	RIDGESTONE BANK
Current Beneficiary:	BYLINE BANK, as Successor by Merger to RIDGESTONE BANK		
Current Substituted Trustees:	Darla Boettcher, Ramiro Cuevas, Aurora Campos, Jonathan Harrison, Shawn Schiller, Patrick Zwiers, Jami Hutton, Dana Kamin, Lisa Bruno, Ronda Tyler, Harriett Fletcher, Robert LaMont, Ronnie Hubbard, Sheryl LaMont, Allan Johnston, David Sims, Sharon St. Pierre, Randy Daniel, Rick Snoke, Briana Young, Patricia Sanchez, Heather Smith, Tom Misteli, Prestige Default Services		

Date: 11/3/2020

T.S. #: 20-4559

SubstitutedPrestige Default ServicesTrustee's Street600 E. John Carpenter Freeway, Suite 175AddressIrving, TX 75062-3900

Terms of 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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any. Pursuant to the Deed of Trust, the beneficiary has the right to direct the Current Substituted Trustees to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to section 51.009 of 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property. Pursuant to section 51.0075 of the Texas Property Code, the Current Substituted Trustees 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 Current Substituted Trustees or any substitute trustee.

Type of sale - The present Beneficiary under the Deed of Trust has elected to conduct a unified foreclosure sale pursuant to the provisions of Texas Business and Commercial Code § 9.604 (a) and to include in the non-judicial foreclosure pursuant to the power of the sale granted by the deed of trust described in this Notice of Trustee's Sale all of the personal property and fixtures described in Exhibit "B" attached hereto. The present Beneficiary reserves the right to revoke its election as to some or all of said personal property and/or fixtures, or to add additional personal property and/or fixtures to the election herein expressed, at the present Beneficiary's sole election, from time to time and at any time until the consummation of the trustee's sale to be conducted pursuant to the Deed of Trust and Notice of Substitute Trustee's Sale. The real property and personal property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

Obligations Secured - The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations"), including by not limited to that certain U.S. Small Business Administration Note, dated November 21, 2014, in the original principal amount of \$600,000.00, executed by HANY ALI ABDELMALEK and AE UNIVERSAL MOTORS CORPORATION, and payable to the order of BYLINE BANK, as Successor by Merger to RIDGESTONE BANK, and any and all renewals and/or extensions of the aforementioned promissory note. Byline Bank, as Successor by Merger to Ridgestone Bank is the current owner and holder of the Obligations and is the beneficiary under the Deed of Trust.

Default on the Obligations has occurred due to the aforementioned obligors' failure to make the payments due and owing under the Note. Due to the aforementioned defaults, BYLINE BANK, as Successor by Merger to RIDGESTONE BANK, has directed the Current Substituted Trustees identified hereinabove to sell the Property described on Exhibit A hereto

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

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 actively 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.

Questions concerning the sale may be directed to the undersigned or to the beneficiary: Byline Bank, an Successor by Merger to Rifgestone Bank c/a BYLINE BANK.

4812-4516-1166.v1.29187.73730

T.S. #: 20-4559

180 N. LaSalle St., CHICAGO, IL 60101 (317) 960-3742

Dated: October 12, 2020.

Darla Boettcher, Ramiro Cuevas, Aurora Campos, Jonathan Harrison, Shawn Schiller, Patrick Zwiers, Jami Hutton, Dana Kamin, Lisa Bruno, Ronda Tyler, Harriett Fletcher, <u>Robert LaMont</u>, Ronnie Hubbard, Sheryl LaMont, Allan Johnston, David Sims, Sharon St. Pierre, Randy Daniel, Rick Snoke, Briana Young, Patricia Sanchez, Heather Smith, Tom Misteli, Prestige Default Services,

Prestige Default Services 600 E John Carpenter Freeway, Suite 175 Robert La Mout Irving, Texas 75062 Phone: (949) 427-2010 Fax: (949) 427-2732

AFTER RECORDING, PLEASE RETURN TO: Prestige Default Services 600 E John Carpenter Freeway, Suite 175 Irving, Texas 75062

Attn: Trustee Department

T.S. #: 20-4559

EXHIBIT A

Being 21.89 acres of land situated in the WM, glass survey, abstract no. 346, Hunt County, Texas, and being a part of that certain called 191.28 acre tract described in a Special Warranty Deed, dated April 4, 2008, from Texas Scottish Rite Hospital for Crippled Children to LMM, L.L.C., recorded in Volume 1293 Page 98 of the official public records of Hunt County, Texas, Said 21.89 acres of land being more particularly described by metes arid bounds as follows:

Beginning at 1/2 inch iron rod capped "Stanger" (round) for corner at Southeast corner of the above referenced 191.28 acre tract and being located in the North right-of-way line of Interstate No. 30;

Thence: North 87 deg. 29 min. 17 sec. West (bearing base, per Vol. 1293, Pg. 98, O.P.R.H.C.T.), with the South line of said 191.28 acre tract and with the North right-of-way line of Interstate No. 30, a distance of 992.36 feet to a ½ inch iron rod (set) for corner in same;

Thence: North 01 deg. 28 min. 08 sec. East, over and across said 191.28 acre tract, a distance of 960.22 feet to a ½ inch iron rod (set) for corner in the most Easterly North line of same;

Thence: South 87 deg. 33 min. 27 sec. East, with the most Easterly North line of said 191.28 acre tract, a distance of 992.34 feet to a 1/2 inch iron rod (found) for corner at the most Easterly Northeast corner or same;

Thence: South 01 deg. 28 min. 08 sec. West, with the most Southerly East line of Said 191.28 acre tract, a distance of 961.42 feet back to the place of beginning and containing 21.89 acres of land.

And

Being 10.00 acres of land situated in the WM. Glass Survey, Abstract No. 246, Hunt County, Texas, and being a part of that certain called 191.28 acre tract described in a Special Warranty Deed, dated April 4, 2005, from Texas Scottish Rite Hospital for Crippled Children to LMM, L.L.C., recorded in Volume 1293, Page 98 of the official public records of Hunt County, Texas. Said 10.00 acres of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod capped "Stanger" (found) for corner at the Southeast corner of the above referenced 191.28 acre tract and being located in the North Right-of-Way line of Interstate No. 30;

Thence North 87 deg. 29 min. 17 sec. West, (bearing base, per Vol. 1293, Pg. 98, O.P.R.H.C.T.), with the South line of said 191.28 acre tract and with the North Right-of-Way line of Interstate No. 30, a distance of 453.28 feet to a 1/2inch iron rod (set) for corner in same;

Thence North 01 deg. 28 min. 08 sec. East, over and across said 191.28 acre tract, a distance of 960.87 feet to a ½ inch iron rod (set) for corner in the most Easterly North line of same;

Thence South 87 deg. 33 min. 27 sec. East, with the most Easterly North line of said 191.28 acre tract, a distance of 453.27 feet to a 1/2 inch iron rod (found) for corner at the most Easterly Northeast corner of same;

Thence South 01 deg. 28 Min. 08 Sec. West, with the most Southerly East line of said 191.28 acrc tract, a distance of 961.42 feet back to the place of beginning and containing 10.00 acres of land.

EXHIBIT B

A. All of the easements, privileges, tenements, hereditaments and other rights appurtenant to the Real Estate, and all right, title and interest of Grantor in any land lying within the right-of-way of any abutting street or alley and all strips or gores of land adjacent to the Real Estate;

B. All structures, buildings and improvements of every kind located or placed on all or any portion of the Real Estate;

C. All fixtures, equipment or personal property (whether attached to the Real Estate or detached therefrom) or used in connection with the Real Estate or in connection with the ordinary operation of any improvements ("*Personal Property*");

D. All water rights, mineral rights, timber rights, crop rights, air rights, development rights and other entitlements now or hereafter located on the Real Estate;

E. Any and all leases (including oil, gas, and mineral leases), licenses, concession agreements, occupancy agreements, and other agreements demising, leasing or granting any interest in, rights of possession or use of all or any part of the Real Estate, the Improvements or the other Property ("*Leases*"), and all rents, royalties, issues, profits, receipts, receivables, earnings, income and revenues, including additional, percentage and deficiency rents, liquidated damages, security deposits, and other benefits (collectively, the "*Rentals*") that are now or at any time hereafter become due and payable to Grantor under the terms of the Leases;

F. All proceeds and accessions (including claims and demands therefor) of the proceeds of insurance and condemnation awards and proceeds of refunds of any taxes or assessments levied against the Real Estate or the Improvements; and

G. All other or greater rights and interests of every nature whatsoever in the Real Estate or the Improvements and in the possession or use thereof and income therefrom.