

NOTICE OF FORECLOSURE SALE

AUG 27 2026

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

Date of Notice: August 27, 2026

Sale Date: October 6, 2026, being the first Tuesday of the month

Earliest Time Sale Will Begin: 10:00 a.m., or not later than three hours thereafter

Place of Sale: The foreclosure sale will occur at the common area at the base of the Central stairway on the second floor inside the Hunt County Courthouse, or at the base of the North steps outside of the Hunt County Courthouse in the event the Courthouse is closed, located at 2507 Lee Street, Greenville, Hunt County, Texas, or at such other place as may be designated by the Hunt County Commissioners Court for foreclosure sales pursuant to Texas Property Code Section 51.002.

Trustee/Special Trustee: Douglas T. Floyd

Seller/Vendor/Lienholder: Tracie Gheen

Purchasers/Debtors: David Gomez and Karen Gamez

Property Address: 2599 County Road 2510, Quinlan, Texas 75474

Legal Description: S3306 Harmon Addition Lot 7R Acres 9.32, Hunt County, Texas, according to the Contract for Deed recorded in the Official Public Records of Hunt County, Texas.

Instrument and Authority for Sale: This foreclosure sale is conducted pursuant to the written Contract for Deed between Tracie Gheen, as Seller, and David Gomez and Karen Gamez, as Buyers, concerning the above-described real property. The Contract for Deed was recorded in the Official Public Records of Hunt County, Texas on or about May 9, 2024. Pursuant to Texas Property Code Section 5.079, the recorded Contract for Deed is treated as a deed with a vendor's lien. The vendor's lien is enforceable by foreclosure sale under Texas Property Code Sections 5.066 and 51.002. The sale is also authorized by the Order Granting Plaintiff's Traditional Motion for Summary Judgment signed by the County Court at Law No. 2 of Hunt County, Texas on August 6, 2026, in Cause No. CC2500593, styled Tracie Gheen v. David Gomez and Karen Gamez, which appoints Douglas T. Floyd as trustee or special trustee for the limited purpose of conducting the foreclosure sale of the subject property. **See Ex. 1 attached**

Default and Secured Indebtedness: Default has occurred under the Contract for Deed. The Court has found and declared that Defendants are in default under the Contract for Deed and failed to cure the default after notice and opportunity to cure. The indebtedness secured by the vendor's lien includes the unpaid contract balance, principal, interest, taxes, insurance advances, utility charges, late charges, attorney's fees, court costs, foreclosure-sale costs, and other recoverable sums awarded by the Court or otherwise recoverable under the Contract for Deed and Texas law. The exact payoff amount may be obtained by written request directed to the undersigned trustee/special trustee before the sale.

Notice of Public Sale: Notice is hereby given that on October 6, 2026, Douglas T. Floyd, as trustee or special trustee, will sell the above-described real property at public auction to the highest bidder for cash. The sale will begin at the time and place stated above or not later than three hours after that time. The trustee/special trustee may sell the property as a whole and will convey such title as

is authorized by the Contract for Deed, the Court's Order, Texas Property Code Sections 5.066, 5.079, and 51.002, and other applicable Texas law.

Application of Sale Proceeds: The proceeds of the foreclosure sale shall be applied first to the costs of sale, then to the amounts due and owing under the Contract for Deed and secured by Plaintiff's vendor's lien, including the unpaid contract balance, principal, interest, taxes, insurance advances, utility charges, late charges, attorney's fees, court costs, foreclosure-sale costs, and other recoverable sums awarded by the Court, with any remaining surplus proceeds handled in accordance with applicable Texas law.

Debtor Address for Service of Notice: A copy of this Notice of Foreclosure Sale is being served by certified mail, return receipt requested, and by first-class mail upon David Gomez and Karen Gamez at 406 Bailey Way, Caddo Mills, Texas 75135, which appears in the Court's record as their updated mailing address. A copy may also be mailed to 2599 County Road 2510, Quinlan, Texas 75474, as the property address and former address associated with the Contract for Deed, out of an abundance of caution.

Reservation of Rights: All rights, remedies, claims, and defenses of Tracie Gheen, the trustee/special trustee, and any purchaser at sale are reserved. This Notice is given to comply with the Contract for Deed, the Court's Order, Texas Property Code Sections 5.066, 5.079, and 51.002, and other applicable Texas law. If the foreclosure sale is postponed, passed, or rescinded, notice of any later foreclosure sale will be posted, filed, and served in accordance with Texas law.

SIGNED this 27th day of August 2026.

/s/ Douglas T. Floyd
DOUGLAS T. FLOYD
3336 Therondunn Drive
Plano, Texas 75023
214-704-7081
214-705-2017 - FAX
T.B.N. 07181700
Lawyerfloyd@aol.com

Trustee/Special Trustee

CERTIFICATE OF SERVICE AND FILING

I certify that on August 27, 2026, a true and correct copy of this Notice of Foreclosure Sale was served by certified mail, return receipt requested, and by first-class mail upon David Gomez and Karen Gamez at 406 Bailey Way, Caddo Mills, Texas 75135, and was also mailed to 2599 County Road 2510, Quinlan, Texas 75474. I further certify that this Notice was filed with the Hunt County Clerk and posted at the place designated by law for foreclosure-sale notices at least twenty-one days before the sale date stated above.

/s/ Douglas T. Floyd
Douglas T. Floyd
Trustee/Special Trustee

EXHIBIT 1

FILED FOR RECORD
at 1:55 o'clock PM

CAUSE NO. CC2500593

AUG - 6 2026

TRACIE GHEEN
Plaintiff,

vs.

DAVID GOMEZ AND
KAREN GAMEZ
Defendants.

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IN THE COUNTY COURT

BECKY LARDEN
County Clerk, Hunt County, Tex.
by J. Pierce

AT LAW NO. 2

HUNT COUNTY, TEXAS

**ORDER GRANTING PLAINTIFF'S TRADITIONAL MOTION
FOR SUMMARY JUDGMENT**

On this day, the Court considered Plaintiff's Traditional Motion for Summary Judgment, Plaintiff's Motion for Summary Judgment on Defendants' Request for Court-Supervised Sale, the response, if any, the summary-judgment evidence, the pleadings on file, and the arguments of counsel, if any. After considering the Motion, the evidence, the pleadings, and the applicable law, the Court finds that Plaintiff's Motion should be GRANTED.

The Court finds that there is no genuine issue of material fact and that Plaintiff is entitled to judgment as a matter of law.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Plaintiff's Traditional Motion for Summary Judgment is GRANTED.

The Court finds and declares that the written Contract for Deed between Plaintiff, Tracie Gheen, and Defendants, David Gomez and Karen Gamez, concerning the real property commonly known as 2599 County Road 2510, Quinlan, Texas 75474, and legally described as S3306 Harmon Addition Lot 7R Acres 9.32, is valid and enforceable.

The Court further finds and declares that the Contract for Deed was recorded in the Official Public Records of Hunt County, Texas, and, pursuant to Texas Property Code Section 5.079, is treated as a deed with a vendor's lien.

The Court further finds and declares that Plaintiff holds superior legal title to the subject property, subject to Defendants' purchaser interest under the Contract for Deed and Plaintiff's vendor's lien rights.

The Court further finds and declares that Defendants are in default under the terms of the Contract for Deed and have failed to cure the default after notice and opportunity to cure.

The Court further finds and declares that Plaintiff is entitled to enforce her vendor's lien through the foreclosure-sale procedure authorized by Texas Property Code Sections 5.066, 5.079, and 51.002.

The Court further finds and declares that Defendants have no contractual or statutory right to compel Plaintiff to submit the property to a court-supervised private sale or private market sale on terms not contained in the Contract for Deed.

IT IS THEREFORE ORDERED that Defendants' Request for Court-Supervised Sale is DENIED.

IT IS FURTHER ORDERED that Defendants' Motion to Allow Sale Pending Litigation is DENIED.

IT IS FURTHER ORDERED that Douglas T. Floyd is appointed as trustee or special trustee for the limited purpose of conducting the foreclosure sale of the subject property under Texas Property Code Sections 5.066, 5.079, and 51.002.

IT IS FURTHER ORDERED that Douglas T. Floyd, as trustee or special trustee, is authorized to give all notices required by law, post the notice of sale, file the notice of sale with the Hunt County Clerk, serve the notice of sale by certified mail as required by Texas Property Code Section 51.002, conduct the foreclosure sale at public auction at the time and place required by Texas law, execute a trustee's deed or foreclosure deed to the purchaser at sale,

receive and apply sale proceeds as required by this Order and Texas law, and perform all ministerial acts reasonably necessary to complete the foreclosure-sale process.

IT IS FURTHER ORDERED that the foreclosure sale shall be conducted in accordance with Texas Property Code Section 51.002 and any other applicable Texas law governing the sale of real property under a contract lien.

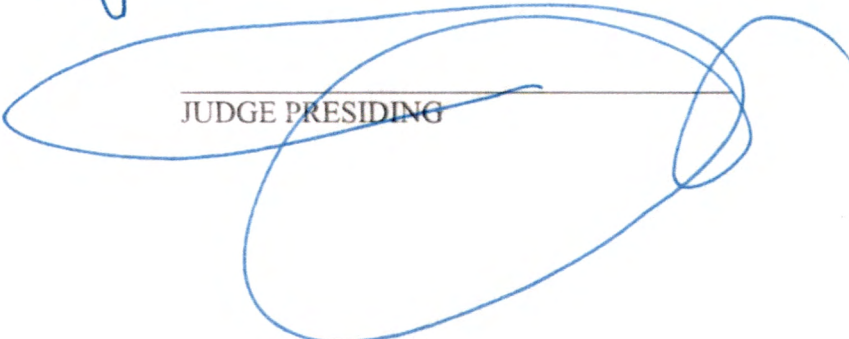
IT IS FURTHER ORDERED that the proceeds of the foreclosure sale shall be applied first to the costs of sale, then to the amounts due and owing under the Contract for Deed and secured by Plaintiff's vendor's lien, including the unpaid contract balance, principal, interest, taxes, insurance advances, utility charges, late charges, attorney's fees, court costs, and other recoverable sums awarded by the Court, with any remaining surplus proceeds handled in accordance with applicable Texas law.

The Court further finds that Plaintiff is entitled to recover the indebtedness secured by Plaintiff's vendor's lien, together with recoverable taxes, insurance advances, utility charges, late charges, prejudgment interest, post-judgment interest, court costs, foreclosure-sale costs, and reasonable and necessary attorney's fees, in amounts established by the summary-judgment evidence or to be determined by further order of the Court, if necessary.

IT IS FURTHER ORDERED that, to the extent any additional calculation of amounts owed is required, the Court grants partial summary judgment as to liability, default, superior title, denial of Defendants' requested sale remedy, Plaintiff's entitlement to enforce her vendor's lien through statutory foreclosure-sale procedures, appointment of Douglas T. Floyd as trustee or special trustee, and Plaintiff's entitlement to recover attorney's fees and costs, and reserves only the determination of the precise amount of recoverable sums.

All relief not expressly granted herein is DENIED.

SIGNED on this 6 day of August, 2026.


JUDGE PRESIDING

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Envelope ID: 118312884

Filing Code Description: Order

Filing Description: SUMMARY JUDGMENT

Status as of 8/6/2026 2:29 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Chad A. Norcross		chad.norcross@norcrosslaw.com	8/6/2026 2:10:40 PM	SENT
Amy Lane		amy.lane@norcrosslaw.com	8/6/2026 2:10:40 PM	SENT
David Gomez		D91GOMEZ@GMAIL.COM	8/6/2026 2:10:40 PM	SENT
Karen Gamez		KARENGAMEZ98@GMAIL.COM	8/6/2026 2:10:40 PM	SENT