

JUL 14 2025

**APPOINTMENT OF SUBSTITUTE TRUSTEE AND**  
**NOTICE OF SUBSTITUTE TRUSTEE SALE**

SUSAN STRICKLAND  
COUNTY CLERK VAN ZANDT COUNTY  
BY \_\_\_\_\_ DEP

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.

APPOINTMENT OF  
SUBSTITUTE TRUSTEE:

WHEREAS, in my capacity as the attorney for the Lender or Lender's Assignee, and pursuant to Section 51.0076 of the Texas Property Code, I hereby name, appoint and designate Michael Napoli and Benjamin Lancaster, each as Substitute Trustee, to act under and by virtue of said Deed of Trust, including posting and filing the public notice required under Section 51.002 Texas Property Code as amended, and to proceed with a foreclosure of the Deed of Trust lien securing the payment of that certain Promissory Note, as more particularly described in the Deed of Trust (the "Note").

SUBSTITUTE TRUSTEE'S  
ADDRESS:

c/o Akerman LLP, Mailing Address: 2001 Ross Avenue, Suite 3600, Dallas, TX 75201

NOTICE OF SUBSTITUTE  
TRUSTEE SALE:

WHEREAS, default has occurred in the payment of said herein referenced indebtedness, notice was sent to Borrower describing such default on several occasions including without limitation on August 5, 2024, and the same is now wholly due, and the Lender or Lender's Assignee has requested the herein appointed Substitute Trustee to sell said real property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

WHEREAS, the Lender or the Lender's Assignee has further requested that the undersigned, as Substitute Trustee, sell all personal property located on the real property in accordance with the terms and provisions of Tex. Bus. & Com. Code § 9.001 *et. seq.* The sale of the personal property will be held at the same time and place as the above described real property sale; however, for purposes of determining the scope of this sale conducted pursuant to this paragraph, all personalty and improvements or fixtures on the Property shall be deemed realty to the extent permitted by the Deed of Trust, the Loan Agreement and/or the laws of the State of Texas (taken together collectively, the "Property").

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on August 5, 2025 between the hours of 10am - 4pm, at 12 pm or within three (3) hours after that time, the Substitute Trustee will sell said Property at the place hereinafter set out and pursuant to the terms herein described.

LOCATION OF SALE

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on the 5th day of August, 2025, no earlier than 12:00 pm and no later than 3:00 pm, the Substitute Trustee under the Deed of Trust shall conduct a foreclosure auction to sell the Property in the area for conducting foreclosure sales (as designated by the Van Zandt County Clerk and/or Commissioner), at the north entrance of the Van Zandt County Courthouse, the site for the conducting of foreclosure sales located at 121 East Dallas Street, Canton, Texas 75103, and will be sold to the highest bidder for cash.

INSTRUMENT TO BE

FORECLOSED: Deed of Trust, Security Agreement and Fixture Filing (the “**Deed of Trust**”) dated July 1, 2021 and recorded on July 9, 2021 under Clerk’s File No. 2021-007848 in the Official Public Records of Van Zandt County Texas, with North Avenue Capital, LLC, a Georgia limited liability company, as Lender to secure certain indebtedness in the original amount of \$6,700,000.00 and the performance of certain obligations set forth therein by Silver Spur, LP, a Texas limited partnership (the “**Borrower**”).

LEGAL DESCRIPTION OF  
PROPERTY TO BE SOLD: As described on Exhibit A attached hereto.

REPORTED PROPERTY  
ADDRESS: 13785 State Highway 19, Canton, TX 75103.

TERMS OF SALE: The Substitute Trustee will sell the Property by public auction at the place and date specified herein.

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 and the priority of the lien being foreclosed.

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 Lender or the Lender’s Assignee 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.

Those desiring to purchase the Property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

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 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. The sale shall not cover any part of the property that has been released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the priority, nature and extent of such matters, if any.

In the event that a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser requiring or resulting in the invalidation of the sale and rescission of the Trustee’s Deed or Substitute Trustee’s Deed, purchaser’s damages resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Lender or Lender’s Assignee, or its attorney(s).

The Deed of Trust permits the Lender or Lender’s Assignee to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein 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.

**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.**

Signed on the 14th day of July, 2025.

Respectfully,

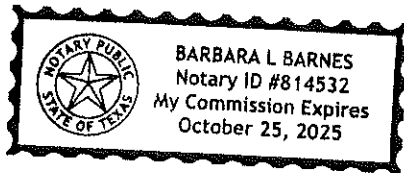
AKERMAN, LLP

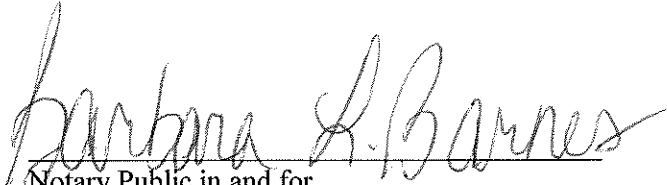
A handwritten signature in black ink, appearing to read 'Michael Napoli', is written over a horizontal line.

Michael Napoli  
Benjamin Lancaster  
2001 Ross Avenue, Suite 3600  
Dallas, Texas 75201  
P: 214-720-4300  
F: 214-981-9339  
ATTORNEYS FOR THE LENDER OR THE  
LENDER'S ASSIGNEE

STATE OF TEXAS           §  
                                     §  
COUNTY OF DALLAS     §

BEFORE ME, the undersigned Notary Public, on this 14<sup>th</sup> day of July, 2025, personally appeared Michael Napoli, Attorney at Akerman LLP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed.



  
\_\_\_\_\_  
Notary Public in and for  
The State of Texas

AFTER RECORDING RETURN TO:  
Benjamin G. Lancaster  
Akerman LLP  
2001 Ross Avenue, Suite 3600  
Dallas, Texas 75201

## EXHIBIT A

### Legal Description of the Property

All that certain lot, tract, or parcel of land situated in the Q.C. NUGENT SURVEY A-818, Van Zandt County, Texas, same being part of the land conveyed in Warranty Deed dated August 24, 1960 from Mae Groves, Individually and as Independent Executrix of the Estate of C.A Groves, Sr. to Lloyd C. Groves as found recorded in Vol. 513, Page 77 of the Real Records of Van Zandt County, Texas, and being more fully described as follows:

BEGINNING at a 60d Nail set beside an occupied corner post for the recognized most Easterly East corner of said Groves tract, same being the most Easterly East corner of this;

THENCE: South 57 deg. 30 min. 23 sec. West 1295.94 feet with a recognized Southeast line of said Groves tract to a 60d Nail set for an angle point of this;

THENCE: South 76 deg. 29 min. 14 sec. West 418.21 feet with a recognized Southeast line of said Groves tract to a point on the East right-of-way line of State Hwy. 19 (Vol. 267, Page 289 Real Records) for the Southwest corner of this, from which a 1/2" Iron Rod reference was set bears North 76 deg. 29 min, 14 sec. East 10.89 feet;

THENCE: North 07 deg. 16 min. 19 sec. East 683.27 feet with the East right-of-way line of State Hwy. 19 to a 1/2" Iron Rod set for an angle point in same;

THENCE: North 12 deg. 59 min. 19 sec. East 101.00 feet with the East right-of-way line of State Hwy. 19 to a 1/2" Iron Rod set for an angle point in same;

THENCE: North 07 deg. 16 min. 19 sec. East 1259.00 feet with the East right-of-way line of State Hwy. 19 to a 1/2" Iron Rod set in the most Northerly Northeast line of said Groves tract for the Northwest corner of this;

THENCE: South 45 deg. 00 min. 00 sec. East 1741.12 feet with the recognized most Northerly Northeast line of said Groves tract to the PLACE OF BEGINNING containing 34.37 acres of land.