

CAUSE NO. D-1-GN-21-002164

MEANDERING BEND, LLC,	§	IN THE DISTRICT COURT
	§	
Plaintiff,	§	
	§	
v.	§	<u>98TH</u> JUDICIAL DISTRICT
	§	
MARK RILEY, BRYAN HARDEMAN, WILL	§	
HARDEMAN, AND 4811 SOCO, LP	§	
	§	
Defendants.	§	TRAVIS COUNTY, TEXAS

**PLAINTIFF MEANDERING BEND, LLC'S
ORIGINAL PETITION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Plaintiff MEANDERING BEND, LLC and file its Original Petition against Defendants MARK RILEY, BRYAN HARDEMAN, WILL HARDEMAN, and 4811 SOCO, LP and, in support thereof, respectfully show the Court as follows:

**I.
DISCOVERY CONTROL PLAN**

1. Plaintiff intends to conduct discovery under Level 2 of the Texas Rules of Civil Procedure 190.

**II.
PARTIES**

2. Plaintiff Meandering Bend, LLC ("Plaintiff"), at all times relevant hereto, was and is a Texas limited liability company with an interest in real property located in Travis County, Texas that is the subject of this action.

3. Defendant **4811 Soco, LP** ("Soco"), at all times relevant hereto, was and is a real estate investing Texas limited partnership doing business in Travis County, Texas; Soco held a lien on the real property that is the subject of this action. Soco may be served through its registered

agent, Capital Corporate Services, Inc., 206 E. 9th Street, Suite 300, Austin, Texas 78701. Plaintiff requests that the District Clerk issue Citation at this time.

4. Defendant **Mark Riley** (“Riley”) is a licensed Texas attorney residing in Harris County, Texas who may be served at 2731 Robinhood Street, Houston, Texas 77005, 2726 Bissonnet Street, #240-244, Houston, Texas 77005 or wherever he may be found. Plaintiff requests that the District Clerk issue Citation at this time. Plaintiff does **not** join Mark Riley to this lawsuit solely as foreclosure trustee. On information and belief, Defendant Mark Riley went well beyond his duties as foreclosure Trustee and conspired with Co-Defendants to steal the Property away from Plaintiff. He failed to tender title to the Property and after instructing Plaintiff what to do, pulled the rug out from under Plaintiff, in order to convey the Property back to the lender, Soco, on a credit bid when Soco was, in fact, not the winning bidder at the sale.

5. Defendant **Bryan Hardeman** (“B. Hardeman”) is an individual residing in Travis County, Texas who may be served at 2518 Matthews Drive Austin, Texas 78703 or wherever he may be found. Plaintiff requests that the District Clerk issue Citation at this time.

6. Defendant **Will Hardeman** (“W. Hardeman”) is an individual residing in Travis County, Texas who may be served at 2703 Greenlee Drive Austin, Texas 78703 or wherever he may be found. Plaintiff requests that the District Clerk issue Citation at this time.

III. **JURISDICTION AND VENUE**

7. Venue is proper in Travis County, Texas pursuant to Texas Civil Practice and Remedies Code §15.001 in that this action affects title to real property and improvements situated entirely within Travis County, Texas located 4811 South Congress Ave., Austin, Texas 78745 (the “Property”). *See Exhibit “A,” Notice of Sale and Legal Descriptions attached thereto and incorporated herein by reference.*

IV. **FACTS**

8. Plaintiff Meandering Bend, LLC is a real estate investment company who was the lawful highest bidder for the Property at the May 4, 2021 Travis County foreclosure auction held in the area of the Travis County Courthouse, 1000 Guadalupe Street, Austin, Texas 78701, designated by the Commissioner's Court pursuant to Section 51.002 of the Texas Property Code as the place foreclosure sales are to take place (the "Designated Area"). Defendant Mark Riley, the foreclosure trustee, however, refuses to communicate with Plaintiff's representatives and agents and acknowledge Plaintiff's tender of the \$11,751,000 winning bid for the Property.

9. The facts in this matter are simple, yet Defendants conspired and continue to conspire to complicate this matter and prevent Plaintiff as the rightful, highest bidder from completing the transaction and acquiring the Property.

10. On April 13, 2021, at 1:09 p.m. Defendant 4811 Soco, L.P. through its substitute trustee, Defendant Mark Riley, timely posted the Property for foreclosure which would occur on Tuesday, May 4, 2021, in Travis County Texas between the hours of 10 a.m. and 1 p.m.

11. Plaintiff's representatives and agents and many other individuals unrelated to Plaintiff attended the auction and were present when Defendant Mark Riley arrived at the Designated Area to conduct the foreclosure of the Property as well as other unrelated properties Mark Riley was selling on May 4, 2021. Riley instructed those who intended on bidding on the Property to register and show proof of funds before he would allow them to bid. Among other things, Riley requested registrants to provide their Social Security Number, Driver's License number and other information, and while these registration requests were onerous, Plaintiff, through its representatives and agents properly registered and provided proof of funds.

12. Section 51.0075(a) of the Texas Property Code applies to this foreclosure auction.

The Code states that “[a] trustee or substitute trustee may set reasonable conditions for conducting the public sale if the conditions are announced before bidding is opened for the first sale of the day held by the trustee or substitute trustee” (emphasis added). Aside from registration and showing proof of funds, Defendant Riley did not set any conditions, reasonable or otherwise, “before bidding is opened for the first sale of the day held by the trustee or substitute trustee.”

13. Before 1 p.m. on May 4, 2021, Defendant Riley commenced the auction for the Property. Plaintiff placed multiple bids as did Defendant Will Hardeman who is the son of Defendant Soco’s principal, Bryan Hardeman.

14. The total secured debt the borrower owed to Defendant Soco was less than \$5,000,000. Defendant Will Hardeman finally quit bidding at \$11,750,000 when he realized that if he was the winning bidder, he would be required to tender any and all excess proceeds from the sale to the borrower. Further, Defendant Will Hardeman did not have funds in hand to tender any funds in excess of Defendant Soco’s credit bid to Defendant Riley. Ultimately, Plaintiff was the highest bidder for the Property with his winning bid of \$11,751,000. Defendant Riley “struck the gavel” at \$11,751,000, and the auction concluded with Plaintiff’s winning bid.

15. Upon winning the Property for the \$11,751,000, Plaintiff had Cashier’s Checks and was prepared to tender the winning bid at the Courthouse steps. Defendant Riley and Plaintiff’s representative spoke following the auction, and Defendant Riley informed Plaintiff that Defendant Soco would provide a title insurance policy and conduct a formal closing through Stewart Title Guaranty Company (“STGC”) located in Houston, Texas. While this was certainly out of the ordinary following a foreclosure sale, regardless of the high profile nature of the sale, Defendant Riley convinced Plaintiff’s representatives NOT to tender Cashier’s Checks at the “Courthouse steps” and instead wire funds to STGC using the wiring instructions Riley was to provide via

email. At 1:24 p.m., Defendant Riley sent an email to Plaintiff's representative containing wiring instructions (*Exhibit B*), and Defendant Riley then violated Section 51.0075(a) the Texas Property Code when he announced that the winning bidder (Plaintiff) had only until 2 p.m. to wire funds. This condition was neither possible nor lawful, and it goes directly to Defendants' nefarious intent to deprive Plaintiff of its Property.

16. Upon Plaintiff's request, at 1:26 p.m. on May 4, 2021, Defendant Riley confirmed Plaintiff's winning bid of \$11,751,000 in an email to Plaintiff's representative. *See Exhibit C.* Plaintiff's representatives and Riley remained at the Courthouse steps, and Plaintiff, through its representatives' laptop computers were taking steps to wire the \$11,751,000 to STGC as Defendant Riley instructed.

17. As Plaintiff was preparing to wire funds, Plaintiff's representatives tried to determine why there was a discrepancy between the Property they purchased and the information contained in the purported wiring instructions. Plaintiff finally determined that that Defendant Riley sent Plaintiff wrong wiring instructions in connection with a different property Defendant Riley was auctioning that same day. Plaintiff's representative immediately asked Riley for the correct wiring instructions.

18. Finally, at **3:13 p.m. on May 4, 2021**, Defendant Riley sent Plaintiff's representative an email containing different wiring instructions in the form of a PDF attachment. *See Exhibit D, Email and attached wiring instructions PDF.* Not only did the PDF contain requisite account information to complete the wire transfer, the wiring instructions also state in bold, capital letters that Plaintiff "**MUST CONTACT YOUR CLOSING TEAM TO VERBALLY VERIFY THE WIRING INSTRUCTIONS 24 HOURS PRIOR TO WIRING FUNDS.**" Defendants did not inform Plaintiff of whom the "closing team" was. Defendants did

not tell Plaintiff whom to contact at STGC.

19. Plaintiff immediately contacted STGC in Houston as the wiring instructions state, and Plaintiff spoke with STGC's representative who had no knowledge of the transaction and was of little to no help. The representative advised that STGC would need to determine who the "closer" was, and the closer would call Plaintiff's representative back. Over this time, Plaintiff's representative had at least three (3) conversations with Riley regarding steps they were taking to complete the wire transfer, and Riley never took umbrage with Plaintiff's efforts to tender funds via wire transfer.

20. Despite Plaintiff's efforts to tender funds as Defendants instructed, no one at STGC returned Plaintiff's May 4, 2021 call before close of business on May 4, 2021. Plaintiff's representatives and Defendants left the courthouse steps at the end of the day. No cross words were spoken, and, per the wiring instructions, Plaintiff had to speak with STGC before wiring its \$11,751,000. By Wednesday, May 5, 2021, Plaintiff had still not heard from anyone at STGC. Defendants would not communicate with Plaintiff despite Plaintiff's efforts to discuss the matter. Nevertheless, Plaintiff initiated the wire transfer anyway to complete the transaction.

21. Plaintiff has since learned that STGC was unable to accept ANY funds at anytime on a foreclosure sale and that STGC would return Plaintiff's funds tendered to STGC pursuant to Defendant Riley's instructions.

22. Despite Plaintiff's best efforts, Defendants now refuse to communicate with Plaintiff regarding Plaintiff's winning bid and Plaintiff's Property, and based on recent media attention and on information and belief, Defendant Soco attempts to take the Property for itself despite **(i)** Plaintiff's winning bid and **(ii)** despite Plaintiff's full tender by wire of Plaintiff's \$11,751,000 as Defendant Riley instructed.

23. As set forth herein, Plaintiff was prepared to tender \$11,751,000 at the Courthouse steps. One of the catalysts that convinced Plaintiff to wire funds to STGC's was Defendants' representation that STGC had a title policy waiting for them and that there would be a formal closing at STGC. Adding insult to injury, Plaintiff finally learned from STGC that Defendants' representation to Plaintiff regarding the title policy and a "closing" at STGC was entirely untrue. On information and belief, it was nothing more than a ploy to unlawfully complicate the transaction to a level under which Defendants believed Plaintiff could never comply. Plaintiff, nevertheless, DID comply by tendering funds as directed by Defendant Riley, and Plaintiff is the lawful owner of the Property by virtue of Plaintiff's \$11,751,000 winning bid.

24. It is crystal clear that Defendants attempt to abscond with the Property to the exclusion of Plaintiff thereby greatly prejudicing Plaintiff. On information and belief, Defendants, consumed with greed conspired, scammed, and defrauded Plaintiff. On information and belief, Defendants, without lawful authority, stole or are attempting to steal the Property out from under Plaintiff but for no other reason than to line their own pockets with a lender's "credit bid" at the foreclosure auction where they took the Property for the total secured debt of less than \$5,000,000 when, in fact, Soco's final bid was \$11,750,000 (or \$1,000 less than Plaintiff's winning bid). This is, at all times relevant hereto, highly prejudicial to Plaintiff who was the otherwise lawful and winning bidder at the foreclosure auction for **\$11,751,000**. Defendants' actions were by no means reasonable.

25. On May 11, 2021, Plaintiff's partners sent Defendant Riley a letter via email and certified mail requesting that Defendants "rectify the situation." *See Exhibit E*. Plaintiff is now aware that Defendant Riley executed an unlawful Substitute Trustee's Deed dated May 5, 2021, conveying the Property to Defendant 4811 Soco (the lender) stating that the Defendant Riley sold

the Property at 10 a.m. on May 4, 2021, for what appears to be a credit bid in the sum of \$5,857,704.70 when, in fact, Plaintiff was the winning bidder at \$11,751,000. *See Exhibit F, Substitute Trustee's Deed.* This is entirely false on its face. On May 12, 2021, Plaintiff's representative received an email from STGC stating that STGC was not expecting to receive any funds and in order for STGC to receive ANY funds STGC needed a signed contract or some other signed agreement between the parties. *See Exhibit G, Email from STGC.*

26. Defendants refuse to respond and/or communicate with Plaintiff. Plaintiff, therefore, has no choice but to initiate this lawsuit in order to acquire what Defendants stole from them through these unlawful, unscrupulous, and fraudulent acts following the May 4, 2021 Travis County foreclosure auction.

V.

CAUSES OF ACTION & PRAYERS FOR RELIEF

A. COUNT I - QUIET TITLE AGAINST DEFENDANTS

27. Plaintiff adopts and incorporates herein by reference all prior paragraphs of this Petition as though fully set forth herein.

28. Quiet title is brought in equity to remove the existence of a cloud on the title. A suit to quiet title is equitable and allows any person claiming any title, estate, or interest in real property to institute an action against any person or persons having or claiming to have any title, estate, or interest in such property to have the court determine the estate, title, or interest of said parties, respectively, in such real estate, and to define and adjudge by its judgment or decree the title, estate and interest of the parties severally in and to such real estate. *See e.g., Vernon v. Perrien*, 390 S.W.3d 47, 61 (Tex. App.—El Paso 2012, pet. denied); *Essex Crane Rental Corp. v. Carter*, 371 S.W.3d 366, 388 (Houston [1st Dist.] 2012, pet. denied); *Longoria v. Lasater*, 292 S.W.3d 156, 165 n.7 (Tex. App.—San Antonio 2009, pet. denied).

29. Following the May 4, 2021 foreclosure sale, as instructed by Trustee Riley, Plaintiff paid all sums due and owing to Riley, as Trustee, to cover Plaintiff's winning foreclosure bid of \$11,751,000. Trustee Riley and Soco refuse honor the sale and tender a Trustee's Deed to Plaintiff.

30. Defendants possess no right, title, or interest in and to the Property superior to that of Plaintiff because Plaintiff paid what it was required to pay pursuant to the terms of the foreclosure auction. Plaintiff's interest is directly adverse to Defendants' interest.

31. A justiciable controversy exists concerning title to the Properties and the nature and extent of Plaintiff's interest.

32. Plaintiff has no adequate remedy at law.

WHEREFORE, Plaintiff prays for judgment quieting title to the Property in Plaintiff's name and for such other and further relief as this Court deems just and necessary.

B. COUNT II - DECLARATORY JUDGMENT AGAINST DEFENDANTS

33. Plaintiff adopts and incorporates herein by reference all prior paragraphs of this Petition as though fully set forth herein.

34. Plaintiff seeks a declaratory judgment pursuant to Texas Civil Practice and Remedies Code §37.004 that: (i) Plaintiff's interest in the Property constitutes a legally-protectable interest and (ii) Defendants possess no right, title, or interest in or to the Property superior to Plaintiff's right, title, and interest.

35. A real, subsisting, and justiciable controversy exists between the parties hereto concerning the Property and transfer of title.

WHEREFORE, Plaintiff prays for judgment declaring, decreeing, and adjudging that any and all Defendants, their successors and assigns and all others claiming by, through or under them, have no right, title or interest of any kind in and to the Property superior to Plaintiff's right, title,

and interest, and are forever barred, enjoined, and estopped from asserting any right, title, or interest in and to the Property superior to Plaintiff's right, title, and interest.

C. COUNT III - EQUITABLE LIENS

36. Plaintiff restates and re-alleges the foregoing allegations contained in this Petition as if fully set forth herein.

37. The Property is a *res* to which Defendants' obligation fastens which has been identified and legally described in this Petition with reasonable certainty.

38. Plaintiff paid Defendant Riley individually and on behalf of Soco more money than was owed on the underlying debt in order to purchase the Property at the foreclosure sale. Defendants conspired and refuse to convey title to Plaintiff and instead seek to take the Property as their own and steal the Property out from under Plaintiff.

39. Plaintiff has no adequate remedy at law.

WHEREFORE, alternatively, Plaintiff prays for judgment awarding Plaintiff a first-priority equitable lien against the Property in the amount of all sums it paid to Defendants for their winning bid at the foreclosure auction.

D. COUNT IV - CANCELLATION OF ANY TRUSTEE'S DEED CONVEYING TITLE TO ANYONE OTHER THAN PLAINTIFF

40. Plaintiff restates and re-alleges the foregoing allegations contained in this Petition as if fully set forth herein.

41. Defendants scammed Plaintiff. At all times prior to the execution of any Trustee's Deed to anyone other than Plaintiff, Plaintiff was the true, rightful owner of the Property. Any subsequent Trustee's Deeds executed and recorded after the foreclosure auction of the Property was false, improper, invalid, in name only, without consideration, void and/or voidable for fraud, theft, conspiracy, mistake, undue influence, duress, illegal objective, and/or other grounds.

42. Defendants possess no right, title or interest in or to the Property superior to Plaintiff's right, title, and interest but for recording of the improper Trustee's Deed.

43. It is necessary that the Property "sale" and attendant Trustee's Deed or other Deeds be set aside and held for naught.

44. Plaintiff has no adequate remedy at law.

WHEREFORE, Plaintiff prays for judgment ordering, adjudging and decreeing that any subsequent Trustee's Deed or other Deeds be canceled, set aside and held for naught, and for such other and further relief as this Court deems just and necessary.

E. COUNT VII – BREACH OF CONTRACT AGAINST DEFENDANTS

45. Plaintiff restates and incorporates the foregoing paragraphs as if such were fully set forth herein. Plaintiff pleads a breach of contract cause of action against Defendants.

46. Plaintiff and Defendants, acting through Defendant Riley, entered into one or more valid contractual agreements regarding the sale of the Property, namely, Riley struck off the winning bid of \$11,751,000 to Plaintiff. Plaintiff paid valuable consideration as part of the contractual agreements related to the Property. Plaintiff fully performed all duties required under the parties' agreements. Defendants failed to perform and instead scammed Plaintiff in these dealings.

47. Specifically, Defendants, its principals, representatives, and co-conspirators breached the contracts and agreements between with Plaintiff by failing to deed the Property to Plaintiff as the winning bidder at the foreclosure auction.

48. As a result of this breach of contract, Plaintiff has suffered monetary damages within the jurisdictional limits of this Court.

WHEREFORE, Plaintiff requests this Court enter judgment for (i) specific performance

directing Defendant to tender a valid Substitute Trustee's Deed to Plaintiff or, (ii) alternatively, in favor of Plaintiff and against Defendants for actual damages in such amount as is fair and reasonable, for Plaintiff's attorney's fees and costs incurred herein, and for such other and further relief as this Court deems just and proper.

F. COUNT VIII – REAL ESTATE FRAUD AGAINST DEFENDANTS

49. Plaintiff restates and incorporates the foregoing paragraphs as if such were fully set forth herein.

50. Defendants, with the intent to defraud Plaintiff, intentionally and knowingly represented in the following manner:

- i. Defendants NEVER intended on deeding the Property to anyone other than themselves.
- ii. Despite Plaintiff bringing Cashier's Checks to the foreclosure sale, Defendants inexplicably instructed Plaintiff to wire funds to STGC and then failed to timely provide wiring instructions to Plaintiff and, when Defendants finally provided wiring instructions, STGC had no knowledge of this anticipated wire transfer.
- iii. During these discussions, Defendant Riley knew Plaintiff would rely on what Riley, as Trustee, was instructing Plaintiff to do. Yet, Riley and Defendants attempted to make it impossible for Plaintiff to complete the wire transfer.
- iv. Defendants acted intentionally and knowingly with intent to defraud.

51. In making these false representations, Defendants knew those representations were material to Plaintiff consummating the transaction, and Plaintiff relied on those representations

when it agreed to pay for the Property via wire transfer instead of cashier's checks at the foreclosure auction.

52. Defendants also knew said representations were false.

53. Plaintiff reasonably relied on Defendants' misrepresentations and were thereby fraudulently induced to wire funds as opposed to pay for the Property on the Courthouse steps.

54. As a direct and proximate cause of Plaintiff's reliance on Defendants' misrepresentations, Plaintiff suffered the following damages:

- a. Loss of title to Plaintiff's Property.
- b. Attorneys' fees and other costs associated with prosecuting this lawsuit to obtain what rightfully belong to Plaintiff.

55. Plaintiff seeks an award of punitive damages against Defendants in the amount of \$35,253,000 which is three times Plaintiff's winning bid because Defendants' misrepresentations were intentional, malicious, and outrageous, and an award of punitive damages is necessary to deter Defendants and others similarly-situated from engaging in such conduct.

WHEREFORE, Plaintiff requests this Court enter judgment in favor of Plaintiff and against Defendants for actual damages in such amount as is fair and reasonable, punitive damages in the amount of \$35,253,000, lost profits, for Plaintiff's attorney's fees and costs incurred herein, and for such other and further relief as this Court deems just and proper.

G. COUNT IX – STATUTORY FRAUD AGAINST DEFENDANTS

56. Plaintiff restates and incorporates the foregoing paragraphs as if such were fully set forth herein.

57. During the transaction and foreclosure of the Property, Defendants made false representations of fact and made false promises for the purpose of inducing Plaintiff.

58. Plaintiff relied on Defendants' false representations.

59. Had Plaintiff tendered the \$11,751,000 at the Courthouse steps, Trustee Riley would have had no other option than to accept the funds and tender title to the Property. Instead, Defendants wanted to take a credit bid of under \$5,000,000 and take the Property as their own to the exclusion of Plaintiff. Plaintiff's reliance caused Plaintiff to incur damages including, without limitation, loss of title, interest based on the \$11,751,000 Plaintiff paid to STGC, in addition to attorneys' fees and costs, and other sums within the jurisdictional limits of this Court.

WHEREFORE, Plaintiff request this Court enter judgment in favor of Plaintiff and against Defendants for actual damages in such amount as is fair and reasonable, punitive damages in the amount of \$35,253,000, lost profits, for Plaintiff's attorney's fees and costs incurred herein, and for such other and further relief as this Court deems just and proper.

H. COUNT X – COMMON LAW FRAUD AGAINST DEFENDANTS

60. Plaintiff restates and incorporates the foregoing paragraphs as if such were fully set forth herein.

61. Defendants committed common law fraud because they made material misrepresentations upon which Plaintiff relied.

62. Defendants induced Plaintiff to bid, ultimately win the Property in the auction, commit Plaintiff's funds to this Property, and prevent Plaintiff from getting its Deed based on Plaintiff's alleged delay in tendering the funds via wire transfer.

63. Defendants intended for Plaintiff to rely on their misrepresentations.

64. Plaintiff relied on Defendants' misrepresentations.

65. Plaintiff suffered damages including, without limitation, loss of title to the Properties, lost profits, attorneys' fees and costs, and other sums within the jurisdictional limits of

this Court.

WHEREFORE, Plaintiff requests this Court enter judgment in favor of Plaintiff and against Defendants for actual damages in such amount as is fair and reasonable, punitive damages in the amount of \$35,253,000, lost profits, for Plaintiff's attorney's fees and costs incurred herein, and for such other and further relief as this Court deems just and proper.

I. COUNT XI – FRAUDULENT MISREPRESENTATION AGAINST DEFENDANTS

66. Plaintiff adopts and incorporates herein by reference the foregoing paragraphs as though fully set forth herein.

67. During the course of the foreclosure auction and post-auction communications, Defendants committed one or more of the following deceptive, misleading, and improper acts or omissions in that they:

- a. Represented to Plaintiff that Plaintiff should wire funds instead of pay via Cashier's Checks at the foreclosure auction;
- b. Failed to timely provide wiring instructions after the foreclosure auction; and
- c. Represented to Plaintiff that STGC would furnish Plaintiff a title policy for the Property when STGC had no knowledge and no intent to issue a title policy in connection with a Property purchased at a foreclosure auction.

68. At all times relevant hereto, and particularly when the aforementioned representations occurred or were committed, Defendants knew that such representations were false, and they intended to defraud Plaintiff by taking the valuable real estate for itself.

69. Defendants' representations as described herein were false. Defendants knew they were false at the time they were made, and Defendants intended that Plaintiff act upon the misrepresentations.

70. At all times relevant hereto, Plaintiff was unaware of the falsity of the

representations, and such misrepresentations were material to Plaintiff's decision not to tender the cashier's checks at the Courthouse steps.

71. Plaintiff had a right to rely upon the representations, and did, in fact, rely upon the representations.

72. As a direct result of the Defendants' misrepresentations, and Plaintiff's reliance thereon, Plaintiff has incurred and will incur damages as a direct and proximate result of the Defendants' misrepresentations.

73. Defendants' conduct was intentional, willful, and outrageous because of their evil motive and reckless indifference to the rights of others and warrants the imposition of punitive damages against Defendants jointly and severally in an amount which will punish them and deter others from like conduct.

WHEREFORE, Plaintiff requests this Court enter judgment in favor of Plaintiff and against Defendants for actual damages in such amount as is fair and reasonable, punitive damages in the amount of \$35,253,000, for Plaintiff's attorney's fees and costs incurred herein, and for such other and further relief as this Court deems just and proper.

J. COUNT XII – RESPONDEAT SUPERIOR AS TO SOCO

74. Plaintiff adopts and incorporates herein by reference the foregoing paragraphs as though fully set forth herein.

75. On information and belief, Soco employs B. Hardeman as managing member. Defendant W. Hardeman is likewise associated with Soco in an employee, associate, and/or management capacity. They are all interrelated, and they are all acting in concert to scam and steal from Plaintiff.

76. Soco is a for profit real estate investing, single-purpose limited liability company

formed solely for the purpose of consummating the underlying loan that was the subject of the foreclosure.

77. On information and belief, B. Hardeman and W. Hardeman were acting within the course and scope of their employment with Soco, and Riley was acting in the scope of all Co-Defendants' counsel and foreclosure Trustee. Their actions in the real estate transactions with Plaintiff were within their authority as Trustee, Managing Members and/or associates of Soco, in furtherance of their business, and for the accomplishment of their duties as Managing Member and/or employees and/or authorized agents of Soco.

78. Because these individuals were acting within the scope of their employment, Soco is liable under the theory *respondeat superior* for the acts and omissions of B. Hardeman, W. Hardeman, and Riley in connection with the foreclosure and subsequent conveyance of the Property to anyone other than Plaintiff.

WHEREFORE, Plaintiff prays for judgment in its favor (i) against Soco voiding the Deed and conveying title to the Property to Plaintiff free and clear of any liens or interests held by Soco or others and (ii) against Riley, B. Hardeman, and W. Hardeman individually and against Soco for such sums as are fair and reasonable to be proven at trial, for prejudgment interest thereon at the statutory rate plus post-judgment interest at the highest rate allowed by law, punitive damages, attorneys' fees, the costs of this action, and for such other and further relief as this Court deems just and proper.

K. COUNT XIII – THEFT AGAINST DEFENDANTS

71. Plaintiff adopts and incorporates herein by reference the foregoing paragraphs as though fully set forth herein.

72. Defendants jointly and severally stole the Property from Plaintiff by deceiving them. Plaintiff incurred significant damages because it tendered the \$11,751,000 to STGC as Defendants instructed. **WHEREFORE**, Plaintiff seeks a deed for their Property.

L. COUNT XIV – CONSPIRACY AGAINST DEFENDANTS

73. Plaintiff adopts and incorporates herein by reference the foregoing paragraphs as though fully set forth herein.

74. Defendants knowingly and intentionally agreed to act in concert against Plaintiff interests and in violation of the law as alleged herein, and all Defendants have taken active and overt steps to that end. Plaintiff continues to suffer damages as a result of Defendants' actions.

M. COUNT XV – NEGLIGENT MISREPRESENTATION

75. Plaintiff adopts and incorporates herein by reference the foregoing paragraphs as though fully set forth herein.

76. Additionally, alternatively, and without waiving the foregoing, Defendants' conduct constitutes negligent misrepresentation. At all times relevant, Defendants owed Plaintiff a duty of care. Defendants' conduct constitutes a breach of the duty which proximately caused Plaintiff's damages.

77. On May 4, 2021, Defendants made misrepresentations (via misstatements of fact and the nondisclosure of information) in the course of this transaction in which Defendants had a pecuniary interest, the misrepresentations supplied false information for the guidance of others in their business, and Defendants did not exercise reasonable care or competence in obtaining or communicating the information. Among other things, Defendant Riley misrepresented the wiring instructions which prevented Plaintiff from wiring the funds that day, May 4, 2021. Defendant Riley induced Plaintiff into wiring funds based on the misrepresentation that STGC had a title

policy waiting for them and that they would close at STGC when, in fact, STGC had no title policy and was not going to “close” the transaction following the foreclosure sale. Defendant Riley misrepresented that Plaintiff should wire funds instead of tendering funds on the Courthouse steps as Plaintiff intended. All Defendants failed to disclose that the above misstatements were false.

78. Plaintiff justifiably relied on the above misrepresentations. Plaintiff did not tender the Cashier’s Checks on the Courthouse steps.

79. Defendants misrepresentations were false. Defendants did not exercise reasonable care or competence in obtaining or communicating the information. Defendants failed to disclose information to Plaintiff to inform Plaintiff that the above misrepresentations were not true. As a result, Plaintiff sustained damages in an amount within the jurisdictional limits of the Court that Defendants proximately caused, and Plaintiff seeks all economic damages to which it is entitled under Texas law.

N. COUNTY XVIII – VIOLATION OF SECTIONS 51.0074 AND 51.0075 OF THE TEXAS PROPERTY CODE

80. Tex. Prop. Code §51.0075(a) states that “[a] trustee or substitute trustee may set reasonable conditions for conducting the public sale if the conditions are announced before bidding is opened for the first sale of the day held by the trustee or substitute trustee.” When Plaintiff attempted to pay at the Courthouse steps, Defendant Riley required funds to be wired. After Defendant Riley instructed Plaintiff after the sale to wire funds to STGC, Defendant Riley did **not** set a deadline by which Plaintiff had to tender funds. While Plaintiff attempted to wire funds on Tuesday, May 4, 2021, Riley prevented Plaintiff from doing so by providing wrong information. Wiring funds and/or wiring funds by 2 p.m. on May 4, 2021, was not a condition announced before the sale. Further, Defendant Riley did not announce before the sale that there was a deadline to wire funds. Defendants and specifically Defendant Riley did not properly set “reasonable

conditions in conducting the sale.” Accordingly, Defendants violated Tex. Prop. Code §51.0075(a) of the Texas Property Code which resulted in Plaintiff’s damages as specified herein.

81. Tex. Prop. Code §51.0075(f) states that “[t]he purchase price in a sale held by a trustee or substitute trustee under this section is due and payable without delay on acceptance of the bid or within such reasonable time as may be agreed upon by the purchaser and the trustee or substitute trustee if the purchaser makes such request for additional time to deliver the purchase price. The trustee or substitute trustee shall disburse the proceeds of the sale as provided by law.” Defendant Riley instructed Plaintiff what to do to tender payment via wire transfer to STGC. Defendant Riley sending the wrong wiring instructions to Plaintiff and red tape at STGC prevented Plaintiff from tendering funds in the afternoon on May 4, 2021. Defendant Riley told Plaintiff what to do. Plaintiff did it and attempted to do it. Yet, Defendants refuse to respond and communicate. Defendants acted unreasonably and continue to act unreasonably after Defendant Riley’s instructions to Plaintiff. In fact, STGC was not willing nor were they ever able to accept the wire transfer, and there was no “closing” and no title policy despite Defendant Riley’s representations. Accordingly, Defendants violated Tex. Prop. Code §51.0075(f) of the Texas Property Code which resulted in Plaintiff’s damages as specified herein.

82. Tex. Prop. Code §51.0074(b)(1) states that “[a] trustee may not be assigned a duty under the security instrument other than to exercise the power of sale in accordance with the terms of the security instrument.” The Deed of Trust certainly does not permit the Trustee (or a substitute trustee) to impose an impossible condition as a term of the sale. Plaintiff was prepared to pay and did, in fact, pay, and Defendants concocted a convoluted scheme where it was impossible for Plaintiff to comply. Accordingly, Defendants violated Tex. Prop. Code §51.007(b)(1) of the Texas Property Code which resulted in Plaintiff’s damages as specified herein.

VI.
EXEMPLARY DAMAGES

83. Plaintiff incorporates all the above as if fully set forth herein.

84. Plaintiff seeks exemplary damages of no less than \$35,253,000 under Texas Civil Practice & Remedies Code §41.003 in connection with Defendants' tortious, fraudulent, and intentional conduct because Defendants' committed their tortious conduct intentionally and with malice.

VII.
**APPLICATION FOR TEMPORARY RESTRAINING ORDER AND APPLICATION
FOR TEMPORARY INJUNCTION**

85. Plaintiff incorporates all the above as if fully set forth herein.

86. By the unlawful conduct of Defendants, Plaintiff has suffered and continues to suffer immediate and irreparable harm that cannot be adequately compensated by an award of damages, namely the loss of valuable, unique, Travis County Real Estate. Plaintiff is entitled to injunctive relief to force Defendants to refrain from continuation of such unlawful conduct.

87. Plaintiff believes and therefore avers that Defendants' unlawful conduct will continue and that Defendants will sell or, at a minimum, attempt to sell Plaintiff's Property unless enjoined immediately by order of the Court. Plaintiff requests a Temporary Restraining Order to maintain the status quo pursuant to Texas Civil and Practice Remedies Code Section 65.011. Unless Defendants and their agents and servants are immediately restrained, Defendants will cause substantial and irreparable harm to Plaintiff, namely the potential irreversible loss of the Property by virtue of a sale to a third party for a sizeable profit. Plaintiff ask the Court to maintain *status quo* and restrain Defendants, their agents and servants, from the following:

- a. Seeking to list, market, and/or sell the Property;

- b. Transferring and/or conveying the Property out of Soco or whoever is presently in title;
- c. Removing any fixtures from the Property; and
- d. Further encumbering the Property.

88. Unless Defendants are enjoined, Defendants will continue to take advantage of Plaintiff and potentially complete a sale of the Property at an astronomical profit. Any attempt to take action against Plaintiff in connection with this highly unique piece of Austin real estate will cause Plaintiff to suffer imminent, irreparable harm for which no adequate remedy at law exists if Defendants are not enjoined from these actions.

89. Plaintiff is likely to succeed on the merits of this suit because Defendants have acted unilaterally, unlawfully, and without the proper authority to take any of these actions. It is clear that Defendants scammed Plaintiff, stole their money, and stole title to Plaintiff's Property.

90. The injunctive relief prayed for herein will do no more than restore the parties to the status as it existed before Defendants' unlawful conduct.

91. Plaintiff asks the Court to set this application for temporary injunction for a hearing and, after hearing, issue a temporary injunction against Defendants restraining Defendants and their agents as requested herein until a final trial on the merits can be heard.

92. In support of Plaintiff's Application for Temporary Restraining Order, Plaintiff and Plaintiff's representatives executed Affidavits confirming all facts set forth herein.

VIII.

ATTORNEY'S FEES AND COSTS

93. Plaintiff incorporates all the above as if fully set forth herein.

94. Plaintiff had to employ the services of an attorney to prosecute this lawsuit against Defendants. Texas law allows Plaintiff to recover attorneys' fees and costs. For these reasons,

Plaintiff seeks to recover any and all reasonable and necessary attorneys' fees and costs jointly and severally from Defendants.

IX.
REQUEST FOR DISCLOSURES

95. Pursuant to Texas Rule of Civil Procedure 194, Plaintiff requests that Defendants disclose within fifty (50) days from service of this Original Petition, all information and/or material described in Tex. R. Civ. P. 194.2(a)–(i) and (l).

X.
TEX. R. CIV. P. 193.7 NOTICE

96. This paragraph serves as continuing notice, pursuant to Tex. R. Civ. P. 193.7, that any and all documents produced in response to written discovery served by Plaintiff will be used against the producing party in any pretrial proceedings and/or trial.

XI.
JURY DEMAND

97. Plaintiff hereby requests a jury trial.

XII.
CONCLUSION AND PRAYER

WHEREFORE, PREMISES CONSIDERED, as a direct and proximate cause of Defendants' actions as outlined above, Plaintiff suffered and continues to suffer significant monetary damages including, without limitation, having their \$11,751,000 tied up at STGC, loss of interest, lost profits after committing their \$11,751,000 to the foreclosure auction and having nothing to show for it. Damages are within the minimum jurisdictional limits of this Court. Plaintiff, therefore, prays that Defendants be cited to appear herein, that upon trial Defendants are held liable for (i) the causes of action Plaintiff pleads and (ii) Plaintiff's damages. Specifically, Plaintiff prays for the following:

- Actual economic damages;
- Specific performance of the valid foreclosure sale;
- A Deed of the Property to Plaintiff;
- Voiding of any subsequent, post-foreclosure Deed to anyone other than Plaintiff;
- Declaratory relief as requested herein;
- Exemplary damages of at least \$35,253,000;
- Reasonable and necessary attorneys' fees in an amount to be determined by the Court;
- Costs of Court;
- Statutory damages;
- Lost profits;
- Permanent injunctive relief;
- Pre-judgment and post-judgment interest; and
- Any other damages or relief to which Plaintiff is justly entitled.

Respectfully submitted,

**GALLOWAY, JOHNSON, TOMPKINS,
BURR & SMITH, A PLC**

By: //s// Branch M. Sheppard
 Branch M. Sheppard
 State Bar No. 24033057
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 Annarose M. Harding
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 Facsimile: (713) 599-0777
ATTORNEYS FOR PLAINTIFF

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.

Haley Sheppard on behalf of Branch Sheppard
Bar No. 24033057
hsheppard@gallowaylawfirm.com
Envelope ID: 53370291
Status as of 5/12/2021 4:19 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Annarose Harding		aharding@gallowaylawfirm.com	5/12/2021 2:07:55 PM	SENT
Branch Sheppard		bsheppard@gallowaylawfirm.com	5/12/2021 2:07:55 PM	SENT
Haley Sheppard		hsheppard@gallowaylawfirm.com	5/12/2021 2:07:55 PM	SENT



9 pgs

202140109

NOTICE OF SUBSTITUTE TRUSTEE'S SALE**STAYS IN FILE**

Notice is hereby given that a public sale at auction of the Mortgaged Property (as defined in the recorded Deed of Trust, defined below) will be held at the date, time and place specified in this notice

PROPERTY TO BE SOLD

Being 14.993 acres of land, more or less, out of the Isaac Decker League Survey No 20, Abstract No 8, in Travis County, Texas and more particularly described by metes and bounds attached as Schedule A hereto and made a part hereof for all purposes,

Together with all improvements, buildings, easements, furniture, fixtures, equipment, personal property, intangibles, leases, rents, revenues, contracts, plans, accounts, permits, licenses, and all other property interests, and rights of any kind or nature whatsoever described in the Deed of Trust (defined below)

DATE OF SALE Tuesday, the 4th day of May, 2021 (which is the first Tuesday of that month)

TIME OF SALE The earliest time at which the sale shall occur is 10 00 o'clock a m The sale shall begin at that time or not later than three hours after that time

PLACE OF SALE The area of the Travis County Courthouse, 1000 Guadalupe Street, Austin Texas, 78701 designated by the Commissioner's Court pursuant to Section 51.002 of the Texas Property Code as a place where foreclosure sales are to take place

INFORMATION REGARDING THE DEED OF TRUST LIEN THAT IS THE SUBJECT OF THIS SALE AND THE INSTRUMENT TO BE FORECLOSED

NAME OF DOCUMENT Deed of Trust, Security Agreement and Financing Statement dated March 31, 2017, as such deed of trust may have been thereafter further modified, amended, restated or extended, as assigned by that certain Assignment of Note and Security Instruments dated August 21, 2020 (the "Deed of Trust")

DATE March 31, 2017

GRANTOR WC 4811 SOUTH CONGRESS, LLC, a Delaware limited liability company

BENEFICIARY 4811 SOCO, L P, a Delaware limited partnership, successor by assignment from BancorpSouth Bank, a Mississippi banking corporation, successor by merger to First State Bank Central Texas

SUBSTITUTE TRUSTEES Mark Riley, Angela Zavala, Michelle Jones

RECORDING INFORMATION Instrument Number 2017052193, Official Public Records of Travis County, Texas, filed on April 3, 2017, as assigned by Instrument Number 2020151972, Official Public Records of Travis County, Texas, filed on August 24, 2020

NOTE Promissory Note dated March 31, 2017 in the amount of \$4,745,000 00

INDEBTEDNESS SECURED

NAME OF DOCUMENTS Loan Agreement dated March 31, 2017, as assigned by that certain Assignment of Note and Security Instruments dated August 21, 2020, and all other documents delivered in connection therewith (the "Loan Agreement")

DATE March 31, 2017

FACE AMOUNT \$4,745,000 00

BORROWER WC 4811 SOUTH CONGRESS, LLC, a Delaware limited liability company

LENDER 4811 SOCO, L.P., a Delaware limited partnership, successor by assignment from BancorpSouth Bank, a Mississippi banking corporation, successor by merger to First State Bank Central Texas

SUBSTITUTION OF TRUSTEE

NAME OF DOCUMENT Appointment of Substitute Trustee

DATE September 14, 2020

NAME/ADDRESS OF SUBSTITUTE TRUSTEES

Mark Riley
2726 Bissonnet St , #240-244
Houston, Texas 77005-1352

Angela Zavala
Foreclosure Network of Texas
10406 Rockley Road
Houston, Texas 77099

Michelle Jones
Foreclosure Network of Texas
10406 Rockley Road
Houston, Texas 77099

DEFAULT AND REQUEST TO ACT

Numerous Defaults and Events of Default (each as defined in the Loan Agreement) have occurred under the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) which are secured by the Deed of Trust. The obligations under the Loan Agreement are fully due and payable. The Lender has directed that the Substitute Trustee under the Deed of Trust, conduct this nonjudicial foreclosure and sell the Mortgaged Property, the proceeds of such

sale to be applied in accordance with the provisions of the Deed of Trust and the Loan Agreement

Therefore, at the date, time, and place set forth above Substitute Trustee, will sell at public auction the Mortgaged Property to the highest bidder for cash, pursuant to the terms of the Deed of Trust. Those desiring to purchase the Mortgaged Property must be able to demonstrate their ability to pay cash on the date the Mortgaged Property is sold. 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 also be made subject to all matters of record affecting the Mortgaged Property, if any, to the extent that they remain in force and effect and have not been subordinated to 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. The Mortgaged Property will be sold in an "as-is, where is, with all faults" 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 condition of the Mortgaged Property. The Deed of Trust may encumber both real and personal property. Formal notice is given of Lender's election to proceed against and sell both the real property and the personal property described in the Deed of Trust consistent with Lender's rights and remedies under the Deed of Trust and also Section 9.604 of the Texas Business and Commerce Code.

NOTICE REGARDING MILITARY SERVICE 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.

IN WITNESS WHEREOF this Notice of Substitute Trustee's Sale has been executed on
this the 13th day of April, 2021

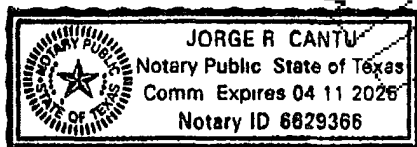

Mark Riley Substitute Trustee

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was ACKNOWLEDGED before me on April 13 2021, by Mark Riley as
Substitute Trustee, who acknowledged to me that he executed the same for the purposes and
consideration therein expressed, and in the capacity therein stated



Notary Public in and for the State of Texas

My Commission Expires 4-11-2025

Printed Name Jorge R. Cantu

SCHEDULE A

14.993 ACRES OF LAND, MORE OR LESS OUT OF THE ISAAC DECKER LEAGUE SURVEY NO. 20, ABSTRACT NO. 8 IN TRAVIS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES AND BEING THE FOLLOWING FOUR TRACTS

TRACT 1

4.32 ACRES OF LAND, MORE OR LESS, OUT OF THE ISAAC DECKER LEAGUE, IN TRAVIS COUNTY, TEXAS, BEING THE SAME PROPERTY CONVEYED BY ABEL J. & MARY ANN THERIOT FAMILY LIMITED PARTNERSHIP TO THERIOT FLP PROPERTIES - III, IN A DEED DATED MAY 6, 2010, RECORDED IN DOCUMENT NUMBER 2010125121, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

TRACT 2

5.6839 ACRES OF LAND, MORE OR LESS OUT OF THE ISAAC DECKER LEAGUE, IN TRAVIS COUNTY, TEXAS, BEING THE SAME PROPERTY AS TRACT ONE CONVEYED BY SASHA THERIOT SANDERS, TEAL THERIOT SANDERS AND ZACHARY CURTIS SANDERS TO SANDERS CHILDREN INVESTMENTS LLC, IN A DEED DATED MAY 6, 2010, RECORDED IN DOCUMENT NUMBER 2010125125, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

TRACT 3

2.620 ACRES OF LAND, MORE OR LESS, OUT OF THE ISAAC DECKER LEAGUE, IN TRAVIS COUNTY, TEXAS, BEING THE SAME PROPERTY AS TRACT TWO CONVEYED BY SASHA THERIOT SANDERS, TEAL THERIOT SANDERS AND ZACHARY CURTIS SANDERS TO SANDERS CHILDREN INVESTMENTS LLC, IN A DEED DATED MAY 6, 2010, RECORDED IN DOCUMENT NUMBER 2010125125, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

TRACT 4

2.32 ACRES OF LAND MORE OR LESS OUT OF THE ISAAC DECKER LEAGUE, IN TRAVIS COUNTY, TEXAS, AND BEING THE SAME PROPERTY CONVEYED BY SUZANNE MARIE SANDERS AND CURTIS NOLEN SANDERS TO SANDERS FLP PROPERTIES - I LLC IN A DEED DATED MAY 6, 2010, RECORDED IN DOCUMENT NUMBER 2010125122, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

EXHIBIT "A"**Legal Description**

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 14.993 ACRES OF LAND, A PORTION OF THE ISAAC DECKER LEAGUE SURVEY NO. 20, ABSTRACT NO. 8 IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, SAID 14.993 ACRES OF LAND BEING ALL OF THAT CALLED 4.32 ACRE TRACT, A PORTION OF THE SAID ISAAC DECKER LEAGUE SURVEY NO. 20, AS DESCRIBED IN THAT SPECIAL WARRANTY DEED FROM ABEL J. & MARY ANN THERIOT FAMILY LIMITED PARTNERSHIP TO THERIOT FLP PROPERTIES - III OF RECORD IN DOCUMENT NUMBER 2010125121, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALSO ALL OF THAT CALLED 5.6839 ACRE TRACT, A PORTION OF THE SAID ISAAC DECKER LEAGUE SURVEY NO. 20, DESIGNATED AS TRACT 1 AND DESCRIBED IN THAT SPECIAL WARRANTY DEED FROM SASHA THERIOT SANDERS, TEAL THERIOT SANDERS, AND ZACHARY CURTIS SANDERS TO SANDERS CHILDREN INVESTMENTS, LLC, OF RECORD IN DOCUMENT NUMBER 2010125125, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALSO ALL OF THAT CALLED 2.629 ACRE TRACT, A PORTION OF THE SAID ISAAC DECKER LEAGUE SURVEY NO. 20, DESIGNATED AS TRACT 2 IN SAID SPECIAL WARRANTY DEED TO SANDERS CHILDREN INVESTMENTS, LLC OF RECORD IN DOCUMENT NUMBER 2010125125, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALSO ALL OF THAT 2.32 ACRES OF LAND, A PORTION OF THE SAID ISAAC DECKER LEAGUE SURVEY NO. 20, AS DESCRIBED IN THAT SPECIAL WARRANTY DEED FROM SUZANNE MARIE SANDERS AND HER HUSBAND CURTIS NOLEN SANDERS TO SANDERS FLP PROPERTIES - I, LLC OF RECORD IN DOCUMENT NUMBER 2010125122, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 14.993 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP LTD. AND SHOWN ON BOWMAN PLAN NO. 3562, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod found in the east right of way line of South Congress Avenue at the most westerly northwest corner of the said Theriot FLP Properties - III, LLC 4.32 acre tract and at the southwest corner of that 0.780 of one acre tract, a portion of the said Isaac Decker League Survey No. 20, as described in a Cash Warranty Deed to MMGG Enterprises, L.P. in Document No. 2004036130, Official Public Records of Travis County, Texas, said 5/8" iron rod found being a common corner of the two parcels described in that Agreement of record in Document No. 2005099083, Official Public Records of Travis County, Texas, said 5/8" iron rod found being the **POINT OF BEGINNING** and most westerly northwest corner of the tract described herein, and from which 5/8" iron rod found a 1/2" iron rod with plastic cap stamped "ALL POINTS" found at the southwest corner of that 0.066 of one acre tract described in a Street Deed from MMGG Enterprises, LTD. to the City of Austin of records in Document No. 2005102391, Official Public Records of Travis County, Texas, bears N 63° 59' 01" W a distance of 0.67 feet

THENCE S 61° 50' 30" E, with the most westerly north line of the said Theriot FLP Properties - III, LLC 4.32 acre tract and the south line of the said MMGG Enterprises, L.P. 0.780 of one acre tract, and being also the agreed line referenced in the said Agreement of record in Document No. 2005099083 a distance of 239.20 feet to a 1/2" steel pin found at a reentrant corner of the said Theriot FLP Properties - III, LLC 4.32 acre tract and the south east corner of the said MMGG Enterprises, L.P. 0.780 of one acre tract, and being also the corner referenced in said Agreement for a reentrant corner of the tract described herein

THENCE N 23° 58' 30" E, with the most northerly west line of the said Theriot FLP Properties - III, LLC 4.32 acre tract and with the east line of the said MMGG Enterprises, L.P. 0.780 of one acre tract, and being also the agreed line referenced in the said Agreement, at a distance of 4.94 feet passing a 1/2" steel pin found 0.17 feet east of line, said 1/2" steel pin found being the southeast corner of that 0.708 of one acre tract, and

portion of the said Isaac Decker League Survey No. 20 as described in a Special Warranty Deed With Vendor's Lien to Area 51 Enterprises LLC in Document No. 2015028497 Official Public Records of Travis County, Texas, in all 149.96 feet to a 1/2" steel pin found in the south line of that 4.056 acre tract, a portion of the said Isaac Decker League Survey No. 20, as described in a Special Warranty Deed to ID Bel Air Partners, LP or record in Document No. 2005017785 Official Public Records of Travis County, Texas, and being the most northerly northwest corner of the said Theriot FLP Properties - III, LLC 4.32 acre tract and the northeast corner of the said MMGG Enterprises LP 0.780 of one acre tract and the northeast corner of the said Area 51 Enterprises LLC 0.708 of one acre tract, and being also the corner referenced in said Agreement for the most northerly northwest corner of the tract described herein.

THENCE S 63° 24' 52" E with the most easterly north line of the said Theriot FLP Properties - III LLC 4.32 acre tract and the south line of the said ID Bel Air Partners, LP 4.056 acre tract, a distance of 383.05 feet to a 1/2" steel pin found in the west line of Lot 2A, Block V, a Resubdivision of Lot 1, Block V, Greenwood Hills, Section Five, of record in Plat Book 51, Page 20, Plat Records of Travis County, Texas, and being also the southeast corner of the said ID Bel Air Partners, LP 4.056 acre tract and the northeast corner of the said Theriot FLP Properties - III LLC 4.32 acre tract for the northeast corner of the tract described herein.

THENCE S 26° 47' 44" W with the west line of said Lot 2A, Block V, a Resubdivision of Lot 1, Block V, Greenwood Hills, Section Five, and with the east line of the said Theriot FLP Properties - III, LLC 4.32 acre tract, a distance of 58.95 feet to a 1/2" steel pin with plastic cap stamped "M&S 1838" found at the southwest corner of said Lot 2A, Block V and the northwest corner of Lot 1A, Block V of said Resubdivision of Lot 1, Block V, Greenwood Hills, Section Five, for an angle point in the east line of the tract described herein.

THENCE S 26° 41' 23" W with the west line of said Lot 1A, Block V and the west line of Lot 4, Block V, Greenwood Hills, Section Five, of record in Plat Book 42, Page 10, Plat Records of Travis County, Texas, and being also with the west line of Liverpool Drive as shown on said map or plat of Greenwood Hills, Section Five and being also with the east line of the said Theriot FLP Properties - III, LLC 4.32 acre tract, a distance of 237.88 feet to a 1/2" steel pin found at the southeast corner of the said Theriot FLP Properties - III, LLC 4.32 acre tract and the northeast corner of the said Sanders Children Investments LLC Tract 1 of 5.6839 acres of land for an angle point in the east line of the tract described herein.

THENCE S 26° 31' 34" W with the west line of Liverpool Drive and the west line of Lot 23, Block W, of said Greenwood Hills, Section Five and being also with the east line of the said Sanders Children Investments LLC Tract 1 of 5.6839 acres, a distance of 192.96 feet to a 5/8" steel pin found at the southwest corner of said Lot 23, Block W and the Northwest corner of Lot 16, Block W of said Greenwood Hills, Section Five, for an angle point in the east line of the tract described herein.

THENCE S 27° 38' 57" W with the west line of said Lot 16, Block W of said Greenwood Hills, Section Five and being also with the east line of the said Sanders Children Investments LLC Tract 1 of 5.6839 acres, a distance of 40.08 feet to a 1/2" steel pin found at the southwest corner of said Lot 16, Block W and the northwest corner of Lot 15, Block W of said Greenwood Hills, Section Five, for an angle point in the east line of the tract described herein.

THENCE S 26° 33' 27" W with the west line of said Lot 15, Block W and the west line of Lots 14, 13, 12, 11 and 10, Block W of said Greenwood Hills, Section Five and the east line of the said Sanders Children Investments, LLC Tract 1 of 5.6839 acres, a distance of 473.14 feet to a 1/2" steel pin with plastic cap stamped "M&S 1838" found in the west line of said Lot 10, Block W, Greenwood Hills, Section Five at the southeast corner of the said Sanders Children Investments LLC Tract 1 of 5.6839 acres for a southeast corner of the tract described herein.

THENCE N 34° 50' 27" W with the southwest or west line of the said Sanders Children Investments LLC Tract 1 of 5 6839 acres a distance of 11 89 feet to a ½" steel pin with plastic cap stamped 'M&S 1838' found in the southwest or west line of the said Sanders Children Investments, LLC Tract 1 of 5 6839 acres and at the northeast corner of the said Sanders Children Investments LLC Tract 2 of 2 62 acres, for a reentrant corner of the tract described herein

THENCE S 27° 22' 12" W, with the east line of the said Sanders Children Investments LLC Tract 2 of 2 62 acres at a distance of 25 77 feet more or less passing the most easterly northwest corner of that 2 002 acre tract, a portion of the said Isaac Decker League Survey No. 20 as described in a Warranty Deed with Vendor's Lien of record in Document No. 2011133868 Official Public Records of Travis County, Texas in all a distance of 261 28 feet to a ½" steel pin with plastic cap stamped 'M&S 1838' found at the southeast corner of the said Sanders Children Investments LLC Tract 2 of 2 62 acres and a reentrant of the said Jim O'Brien 2 002 acre tract and the most southerly southeast corner of the tract described herein,

THENCE N 60° 09' 26" W with the most westerly north line of the said Jim O'Brien 2 002 acre tract and with the south line of the said Sanders Children Investments, LLC Tract 2 of 2 62 acres, a distance of 199 03 feet to a ½" steel pin with plastic cap stamped 'M&S 1838' found at an angle point in the most westerly north line of the said Jim O'Brien 2 002 acre tract and an angle point the south line of the said Sanders Children Investments LLC Tract 2 of 2 62 acres

THENCE N 67° 47' 26" W with the most westerly south line of the said Jim O'Brien 2 002 acre tract and with the south line of the said Sanders Children Investments, LLC Tract 2 of 2 62 acres a distance of 58 62 feet to a ½" steel pin with plastic cap stamped 'M&S 1838' found in the east line of Wasson Road (old State Highway No. 29) at the most westerly northwest corner of the said Jim O'Brien 2 002 of one acre tract and the southwest corner of the said Sanders Children Investments LLC Tract 2 of 2 62 acres for the most southerly southwest corner of the tract described herein

THENCE with the east line of Wasson Road (old State Highway No. 29) and the west line of the said Sanders Children Investments LLC Tract 2 of 2 62 acres and with the west line of the said Sanders FLP Properties - I LLC 2 32 acre tract courses numbered 1 through 5 inclusive as follows

- 1 N 24° 25' 26" W, a distance of 42 22 feet to ¾" iron pipe found,
- 2 N 14° 47' 26" W a distance of 70 00 feet to a drill hole in top of a concrete curb found
- 3 N 19° 56' 26" W, at a distance of 154 55 feet passing the northwest corner of the said Sanders Children Investments, LLC Tract 2 of 2 62 acres and the southwest corner of the said Sanders FLP Properties - I LLC 2 32 acre tract in all a distance of 254 00 feet to a calculated point in a multi trunk Pecan tree,
- 4 N 07° 57' 26" W a distance of 138 98 feet to a ½" steel pin with plastic cap stamped 'M&S 1838' found and
- 5 N 04° 30' 34" E a distance of 36 10 feet to a ½" steel pin with plastic cap stamped 'M&S 1838' found at the intersection of the east line of Wasson Road and the east line of Congress Avenue

THENCE N 27° 40' 11" E, with the east right-of-way of South Congress Avenue and the west line of the said Sanders FLP Properties - I, LLC 2 32 acre tract and the west line of the said Sanders Children Investments LLC Tract 1 of 5 6839 acres and being also with the west line of the said Theriot FLP Properties - III LLC 4 32 acre tract at a distance of 271 24 feet passing the northwest corner of the said Sanders FLP Properties - I LLC 2 32 acre tract and the southwest corner of the said Sanders Children Investments LLC Tract 1 of 5 6839 acres at a distance of 386 42 feet passing a northwest corner of the said Sanders Children Investments LLC Tract 1 of 5 6839 acres and a southwest corner of the said Theriot FLP Properties - III LLC 4 32 tract in all 666 83 feet to the **POINT OF BEGINNING** of the tract described herein containing 14 993 acres of land



202140109

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Apr 13, 2021 01 09 PM

Fee \$3 00

MACEDOS

EXHIBIT A

*** External Sender - Please Exercise Caution***

----- Forwarded message -----

From: [.com](#)>
Date: On Tue, May 4, 2021 at 2:19 PM
Subject: Fwd: Re: Wire Instructions
To: Mark Riley <mark.r.riley@gmail.com>
Cc: Justin Bayne <mail@bcre.services>
Please confirm this is for 4811 South Congress.

This says Burnett LP. Isn't that Teakwood plaza

Sent from ProtonMail for iOS

On Tue, May 4, 2021 at 1:24 PM, Mark Riley <mark.r.riley@gmail.com> wrote:

Wells Fargo Bank NA
ABA# 121000248
Acct# 4038437620
8209 Burnet LP

Mark Riley
(713) 822-8935
Mark.R.Riley@gmail.com

----- Forwarded message -----

From: Mark Riley<mark.r.riley@gmail.com>

Date: On Tue, May 4, 2021 at 1:26 PM

Subject: Fwd: Sale Price

To: [.com](#)>

Cc:

\$11,751,000

Mark Riley

(713) 822-8935

Mark.R.Riley@gmail.com

----- Forwarded message -----

From: Mark Riley<mark.r.riley@gmail.com>

Date: On Tue, May 4, 2021 at 3:13 PM

Subject: Fwd: Wiring Instructions Texas Compass COM.pdf

To: [.com](#)>

Cc:

Mark Riley

(713) 822-8935

Mark.R.Riley@gmail.com



May 11, 2021

VIA ELECTRONIC MAIL & CERTIFIED MAIL

Mr. Mark Riley
Mark R. Riley, P.C.
2731 Robinhood St.
Houston, TX 77005-2433

RE: 4811 S. CONGRESS – FORECLOSURE SALE, MAY 4, 2021

Dear Mr. Riley:

Last week I made several attempts to reach you by phone and email, regarding the foreclosure sale of 4811 S. Congress. Our sponsor Ali Choudhri, who presented the winning bid, has also made numerous attempts. We've received no response. Not only is the transaction still unresolved, but today our funds were returned to us by the title company (5/11/21).

The following timeline is documented with exhibits attached herein:

- Winning bid of **\$11,751,000**. presented by Mr. Ali Choudhri after Hardeman exceeded their credit bid on 5/4 (Exhibit A).
- The sale was documented on video and the result was reported in the Austin Business Journal on 5/5 (Exhibit B).
- Initially you provided wire instructions to Choudhri for the wrong property entirely, Teakwood Plaza on 5/5 (Exhibit C).
- Then you provided wire instructions to Choudhri for the correct property later the same afternoon (Exhibit D).
- *Per the wire instructions you provided*, we made several attempts to reach the closing officer at Stewart Title from Tuesday (5/4) to Friday (5/7), while I tried to reach you personally by email as well (Exhibits E, F).
- Tiffany Gourgis, Closing Coordinator at Stewart Title, today (5/11) provided troubling facts that contradict the wire instructions you provided us after the sale (Exhibit G).

Below is a summary of our conclusions:

1. We wired an abundance of funds to the escrow account provided, totaling **\$12,650,000**.
2. The escrow account was never a valid destination, we were not formally advised of until today.
3. As Trustee, you are not honoring the result of the foreclosure sale.
4. Worse yet, it appears we were willingly sent down a dead-end path so the Subject Property might go to another buyer who exceeded their credit bid.

Please respond to this correspondence by 12:00p on Wednesday 5/12/21, so we can rectify the situation. Nothing short of our closing on the property to which we are entitled is acceptable. Meanwhile, I have updated the Hunt Legal Department where things stand.

Sincerely,

Ken Frisbie
Senior Vice President
Caz Creek Lending, LLC
Hunt Companies

Cc: S. Campbell (Hunt Companies), Hunt Legal Dept., A. Choudhri (Sponsor), M. Torok (Sponsor Counsel), B. Sheppard (Sponsor Counsel), T. Gourgis (Stewart Title)

Enclosures

EXHIBIT A

Ken Frisbie

Subject: Re: Sale Price

Mark Riley's confirmation of sale price below...

On Tue, May 4, 2021 at 1:26 PM, Mark Riley <mark.r.riley@gmail.com> wrote:

\$11,751,000

Mark Riley

(713) 822-8935

Mark.R.Riley@gmail.com

--

Ali Jetall

Neither Jetall nor any of its subsidiaries shall be bound by or to any lease, purchase and/or sale agreement, contract or any other instrument or modification thereof, nor to any oral statement made by any person, unless the same has been reduced to writing and signed by an officer of Jetall or of its appropriate subsidiary.

EXHIBIT B**COMMERCIAL REAL ESTATE**

World Class files more bankruptcies, fights with lenders at foreclosure auctions

Recapping a wild day for both Nate Paul and the companies that own his debt



Nate Paul, at center in white, stands next to Will Hardeman as both bid on World Class property during a May 4 foreclosure auction.

PAUL THOMPSON / ABJ

IN THIS ARTICLE

Banking & Financial Services
<https://www.bizjournals.com/austin/news/2021/05/05/world-class-properties-foreclosure.html>

EXHIBIT E

Industry

Nate Paul
Person

Mark Riley
Person

Angela Zavala
Person

Will Hardeman
Person

Bryan Hardeman
Person

James Billingsley
Person

More



By Paul Thompson
Assistant managing editor, Austin Business Journal
55 minutes ago

A wild day of Travis County foreclosure sales May 4 saw several high-profile properties owned by Nate Paul's World Class Holdings hit the auction block, including the 156-acre former 3M campus in Northwest Austin, but little clarity as to what comes next after an afternoon marked by chaos.

After months of battling in court, key players fighting over World Class properties convened on the back steps of the

employed a "buy and hold strategy." But it has been hobbled since federal authorities raided its offices in August 2019. World Class has filed more than 20 bankruptcy cases in federal court in Austin, including three new cases filed May 4 to head off other foreclosures.

After a chaotic day at the courthouse, there were as many questions as answers. But here's what we know:

- Three foreclosure sales were conducted for World Class-owned properties – for the former 3M campus owned by **Silicon Hills Campus LLC**, a shopping center at 8209 Burnet Rd. owned by **WC Teakwood Plaza LLC** and vacant land along South Congress Ave. in South Austin owned by **WC 4811 South Congress LLC**. Two of the sales appeared to have been successfully completed, though the threat of legal challenges hangs over both. However, the auction for the old 3M campus failed because the winner failed to produce payment. Learn more about the sales below.

- World Class filed three bankruptcies to avoid foreclosure. They were for **WC 5th and Waller LLC**, which owns an East Austin building at 501 Waller St.; **WC 6th and Rio Grande**, which owns the Rio night club at 601 Rio Grande St.; and **WC Culebra Crossing SA LP**, which owns property in San Antonio. The bankruptcies were all filed

EXHIBIT E

by Mark Ralston of Fishman Jackson Ronquillio PLLC, who declined comment.

- World Class avoided foreclosure on **WC 2101 W. Ben White LP**, which owns property off Ben White Boulevard near Menchaca Road in South Austin, by obtaining financing to pay off its \$4,955,086.74 debt to BBVA USA. The property has an assessed value of more than \$12 million.

More on a wild day at the courthouse



A crowd gathers at the Heman Marion Sweatt Travis County Courthouse on May 4 for foreclosure auctions.

PAUL THOMPSON

By 1 p.m. May 4, tempers were flaring at the Travis County courthouse. Paul shouted expletives at trustee Mark Riley, and the two engaged in multiple heated exchanges

EXHIBIT E

throughout the afternoon, including during an auction for WC 4811 South Congress LLC.

As Paul protested, the bids slowly ticked upward: \$10.6 million, \$10.75 million, \$11 million.

Riley had allowed one auction participant to bid with reserve funds but said that if "the funds don't qualify by 2 p.m., then we're going to start over."

ALI CHOUDHRI

The winning bid was for \$11,751,000. The man who submitted it declined to identify himself other than saying he was a Houston businessman. He said the 4811 South Congress property could be a site for future multifamily development. It was unclear if the 2 p.m. deadline was met, but the sale did not restart.

World Class had attempted to resolve its debts in the bankruptcy case of WC 4811 South Congress LLC before that auction but a judge denied the motion because it did not propose paying post-petition interest and costs to the secured lender: the Hardeman group's 4811 Soco LP. World Class said in bankruptcy filings it had secured \$4.8 million in new financing from an entity called South Congress Lender LLC. According to the Texas ...

Ken Frisbie

Subject: FW: Wire Instructions

Incorrect wire instructions provided by Mark Riley, after the sale.

----- Forwarded message -----

From: Mark Riley <mark.r.riley@gmail.com>

Date: On Tue, May 4, 2021 at 1:24 PM

Subject: Fwd: Wire Instructions

To: <com>

Cc: Justin Bayne <mail@bcre.services>

Wells Fargo Bank NA

ABA# 48

Acct# 620

8209 Burnet LP **WRONG PROPERTY**

Mark Riley

(713) 822-8935

Mark.R.Riley@gmail.com

EXHIBIT D

Ken Frisbie

Subject: FW: Fw: 4811 SoCo LP
Attachments: Wiring Instructions Texas Compass COM.pdf

----- Original Message -----

On Tuesday, May 4, 2021 3:09 PM, Mark Riley <mark.r.riley@gmail.com> wrote:

> <https://prod-zix.stewart.com/s/attachment?name=V2lYaW5nIEluc3RydWN0aW9ucyBUZXhhcyBDb2lwYXNzIENPTS5wZGY%3D&b=prod-zix-stewart>

>
> Sent from my iPad

--
Ali Jetall

Neither Jetall nor any of its subsidiaries shall be bound by or to any lease, purchase and/or sale agreement, contract or any other instrument or modification thereof, nor to any oral statement made by any person, unless the same has been reduced to writing and signed by an officer of Jetall or of its appropriate subsidiary.



**NOTE: FOR THIS TRANSACTION, THESE WIRING
INSTRUCTIONS WILL NOT CHANGE**

**YOU MUST CONTACT YOUR CLOSING TEAM TO VERBALLY VERIFY THE WIRING
INSTRUCTIONS 24 HOURS PRIOR TO WIRING FUNDS.**

Funding Information

To help deter fraudulent banking activity, Stewart Title Guaranty Company - Commercial Services recommends all closing funds be sent by **Federal Wire Transfer** and to avoid use of Cashier's Checks where possible. Use of Cashier's Check may delay funding while they are verified with the issuing bank.

WIRE INSTRUCTIONS

File No.: 552

Buyer/Borrower:

Bank Name: BBVA

Bank Address: 2200 Post Oak Blvd., Houston, TX 77056

ABA Number: 547

**Account Name: Stewart Title Guaranty Company - Commercial Services
Escrow Account**

Account Number: 705

**Failure to reference Stewart Title Guaranty Company - Commercial Services's file
number may delay the receipt of funds.**

These instructions should only be used to Wire Transfer funds to Stewart Title Guaranty Company - Commercial Services. **Do not use this account number to deposit any type of funds**, including a cashier's check, into our account or send funds by ACH, E-Check or any other type of on-line bill payment or electronic funds transfer. These types of payments will be rejected and will delay the closing process.

If you have any questions regarding this matter, please call your local Stewart Title Guaranty Company - Commercial Services office at a previously verified and trusted phone number.

There has been an increase in fraud involving email scams and wire transfers. For your security, please call your local Stewart Title Guaranty Company - Commercial Services office at a previously verified and trusted phone number to confirm the wire instructions to be used before sending funds.

EXHIBIT E

Ken Frisbie

From: Ken Frisbie
Sent: Wednesday, May 5, 2021 2:07 PM
To: 'Mark.R.Riley@gmail.com'
Cc:
Subject: Title Policy / Wire Instructions

Mark-

I'm in receipt of both the NFC and the wiring instructions.

Will you be our point of contact for both our wired funds any title policy matters?

Thanks,

Ken Frisbie | Senior Vice President – Sales & Marketing

[com](#)

EXHIBIT F

Ken Frisbie

From: Ken Frisbie
Sent: Wednesday, May 5, 2021 3:05 PM
To:
Cc: 'Mark.R.Riley@gmail.com'
Subject: 4811 S. Congress / South Congress Yards - FUNDING
Attachments: Hunt Companies_CCL 0321.pdf

Mark-

We haven't met, but I wanted to introduce who we are, as the underlying funding source here. A little background on the Hunt Companies is attached. I manage our specialized lending platforms but we have a history of development with the US Military as well as private sector master-planned communities.

We have a large presence in Austin; in fact *we built the Travis County Courthouse* (<http://www.tccourts.com/>). We would very much like to help you with many more FC sales in the near future, beginning with this one.

Hunt Companies' legal team and Accounting Department are both standing by so we can execute the agreed upon terms. Can you please provide the following, which Ali mentions below:

1. Title commitment
2. Closing instructions / Closing Statement
3. Foreclosure sale documentation.

Ali enjoyed visiting with you after his successful bid was accepted on our collective behalf. It sounds like there may have been a mix-up re: destination bank account(s) at first, but I understand that has been worked out.

We are eager to get this closed/funded for all parties involved. I'll be sending you communication via certified mail as well, but I expect this will likely be resolved prior to your receipt.

Thanks very much, Mark.

Best regards,

Ken Frisbie | Senior Vice President – Sales & Marketing



From:
Sent: Wednesday, May 5, 2021 2:45 PM
To:
Subject: Fw: Re: Sale Price

EXHIBIT G

Ken Frisbie

From: Tiffany Gourgis .com>
Sent: Tuesday, May 11, 2021 9:12 AM
To:
Cc: Scott Campbell; Ken Frisbie; Mark Torok
Subject: RE: [External] 4811 South Congress AUSTIN TEXAS

*****EXTERNAL EMAIL***** This email originated from outside of Hunt. Please use CAUTION. Do NOT click on links or open attachments unless you recognize the sender and KNOW the content is safe.

Good Morning Ali,

My pleasure. To recap our conversation yesterday since this property was bought at a foreclosure auction sale we are not able to insure the property or the transaction. Therefore we are not able to receive any funds relating to the sale of this property at this time. We initially provided Mark with Nothing Further Certificates on the property. On Tuesday Mark asked us for wiring instructions and a commitment. However since this was a foreclosure I had to seek Underwriter approval and it was determined by our UW on Wed afternoon or Thursday that we would not be able to insure the sale. At that time the information was relayed to Mark. I am not sure why you were told to wire money to us. In order for us to receive funds from a buyer we must have a signed contract in place. As discussed my accounting department has returned the funds to the senders. I have listed the amounts and incoming Fed Reference numbers below. If you have any additional questions regarding this sale please direct all future correspondence to Mark Riley.

• 1,400,000.00 -	- Fed Ref	7FT03
• 400,000.00-	- Fed Ref	FT03
• 850,000.00-	- Fed Ref-	2FT03
• 1,000,000.00-	- Fed Ref-	9FT03
• 9,000,000.00-	- Fed Ref-	6FT03

Thank you, **12,650,000 TOTAL**

TIFFANY GOURGIS
Closing Coordinator
Commercial Services

Stewart Title Guaranty Company
1360 Post Oak Blvd., 10TH Floor
Mail Code #10-1
Houston, Texas 77056

<http://stewart.com/commercial/houston> | [.com](#)



From: .com>
Sent: Monday, May 10, 2021 11:08 PM
To: Tiffany Gourgis < .com>
Cc: Mark Torok
< .com>
Subject: [External] 4811 South Congress AUSTIN TEXAS

Tiffany,

It was a pleasure speaking with you today about the 4811 Congress property. I appreciate your patience with me in explaining all the ins and outs of the title process with respect to foreclosure processes.

I want to confirm my understanding based on what you said.

As I understand it, Stewart is not, and has never been, able to take funds on a property like 4811 Congress that is going through the foreclosure sale process. Even though, at the foreclosure sale trustee, Mark Riley's direction (who provided the attached instructions) we sent Stewart Title wires of \$9MM, \$1MM, \$850K, \$1.4MM and \$400k (and you confirmed the amounts on our call), it is not possible for you to accept these wires on behalf of the trustee for the sale of this property.

As I further understand it, you will be returning the wires to the original sender.

You confirmed you have in the amount of \$12,650,00 in funds from us. We sent more than our winning bid of \$11,751,000.

We really appreciate your time on this. If there is anything that I have misinterpreted or are in error about here, please let me know as soon as possible.

I have cc'd our partner on the deal the Hunt Companies.

Ali Jetall

Neither Jetall nor any of its subsidiaries shall be bound by or to any lease, purchase and/or sale agreement, contract or any other instrument or modification thereof, nor to any oral statement made by any person, unless the same has been reduced to writing and signed by an officer of Jetall or of its appropriate subsidiary.

----- Original Message -----

On Wednesday, May 5, 2021 6:53 AM, <[.com](#)> wrote:

Mark,

Good am. On the 4811 South Congress property we acquired yesterday

Can you please send me the title commitment and closing agents name and contact information.

Will you or the title company be sending me a closing statement and foreclosure sale document necessary to proceed and close?

I really appreciate it and once again Thank you

On Tue, May 4, 2021 at 1:26 PM, Mark Riley <mark.r.riley@gmail.com> wrote:

\$11,751,000

Mark Riley
(713) 822-8935
Mark.R.Riley@gmail.com

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

May 06, 2021 11:26 AM Fee: \$54.00

2021101584

Electronically Recorded

This page is
intentionally added for
electronic file stamp.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Substitute Trustee's Deed and Bill of Sale

Date: May 5, 2021

Substitute Trustee: Mark Riley

Deed of Trust: Deed of Trust, Security Agreement and Financing Statement, as such deed of trust may have been thereafter further modified, amended, restated, extended, or assigned.

Date: March 31, 2017

Grantor: WC 4811 SOUTH CONGRESS, LLC, a Delaware limited liability company

Mortgagee: 4811 SOCO, L.P., a Delaware limited partnership, successor by assignment from BancorpSouth Bank, a Mississippi banking corporation, successor by merger to First State Bank Central Texas

Recording Information:

Instrument Number 2017052193, Official Public Records of Travis County, Texas, filed on April 3, 2017, as assigned by Instrument Number 2020151972, Official Public Records of Travis County, Texas, filed on August 24, 2020.

Property: Being 14.993 acres of land, more or less, out of the Isaac Decker League Survey No. 20, Abstract No. 8, in Travis County, Texas and more particularly described by Schedule A attached hereto and incorporated herein for all purposes;

Together with all improvements, buildings, easements, furniture, fixtures, equipment, personal property, intangibles, leases, rents, revenues, contracts, plans, accounts, permits, licenses, and all other property interests, and rights of any kind or nature whatsoever described in the Deed of Trust.

Note: Promissory Note dated March 31, 2017 in the original principal sum of \$4,745,000 executed by WC 4811 South Congress, LLC ("Maker" or "Borrower") and payable to BancorpSouth Bank, as successor by merger to First State Bank Central Texas.

EXHIBIT F

This document is being recorded as a
COURTESY ONLY by Commercial Services
Stewart Title without liability, expressed or implied.

Date of Sale: (first Tuesday of month): May 4, 2021

Time of Sale: 10:00 a.m. CST

Place of Sale: Travis County Courthouse, 1000 Guadalupe Street, Austin, Texas 78701, or the area designated by the Commissioner's Court pursuant to Section 51.002 of the Texas Property Code as a place where foreclosure sales are to take place.

Buyer: 4811 SOCO, L.P

Buyer's Mailing Address:

500 W. 2nd St., Ste 1900
Austin, Texas 78701

Amount of Sale: \$5,857,704.70

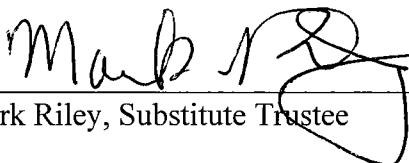
A default existed under the Deed of Trust and Mortgagee, as the present legal and equitable owner and holder of the Note, the Deed of Trust and all liens and security interests securing the Note, directed Substitute Trustee to enforce the trust and sell the Property in accordance with the provisions of the Deed of Trust.

Notices stating the time, place, and terms of sale of the Property were posted and filed and Mortgagee either personally or by agent served notice of the sale to each debtor, as required by section 51.002 of the Texas Property Code. In accordance with that statute and the Deed of Trust, Substitute Trustee sold the Property to Buyer, who was the highest bidder at the public auction for the Amount of Sale. The sale was made on the Date of Sale, began at the Time of Sale or not later than three hours thereafter, and was concluded by 4:00 p.m.

NOW, THEREFORE, the undersigned, as Substitute Trustee, subject to any prior liens, and other exceptions to conveyance and warranty in the Deed of Trust and for the Amount of Sale (which consideration has been applied in accordance with the requirements of the Deed of Trust) paid by Buyer as consideration, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY the Property to Buyer, "AS IS," "WHERE IS," and "WITH ALL FAULTS," together with all and singular the rights and appurtenances thereto in any way belonging, TO HAVE AND TO HOLD it to Buyer and Buyer's heirs, successors, and assigns forever. Substitute Trustee binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Buyer and Buyer's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the prior liens and other exceptions to conveyance and warranty in the Deed of Trust.

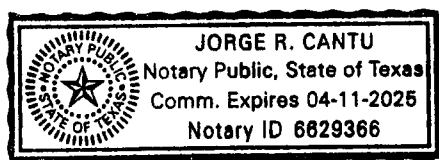
SUBSTITUTE TRUSTEE HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERSONAL PROPERTY AND THE PERSONAL PROPERTY IS SOLD TO BUYER "AS IS, WHERE IS, AND WITH ALL FAULTS." THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THIS DISPOSITION OF PERSONAL PROPERTY.

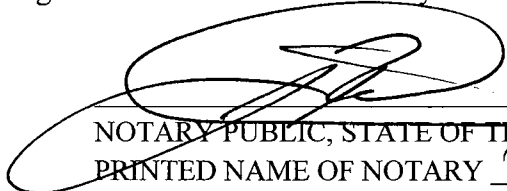
IN WITNESS WHEREOF, this instrument is executed as of the date set forth in the acknowledgement below but effective for all purposes as of the date first above written.


 Mark Riley, Substitute Trustee

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This instrument was acknowledged before me on the 5th day of May, 2021, by Mark Riley, Substitute Trustee.




 NOTARY PUBLIC, STATE OF TEXAS
 PRINTED NAME OF NOTARY Jorge R. Cantu
 MY COMMISSION EXPIRES: 4-11-2025

Prepared in the office of and after
 Recording return to:

4811 SoCo LP
 500 W. 2nd St., Ste 1900
 Austin, Texas 78701

SCHEDULE A

14.993 ACRES OF LAND, MORE OR LESS, OUT OF THE ISAAC DECKER LEAGUE SURVEY NO. 20, ABSTRACT NO. 8, IN TRAVIS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, AND BEING THE FOLLOWING FOUR TRACTS:

TRACT 1:

4.32 ACRES OF LAND, MORE OR LESS, OUT OF THE ISAAC DECKER LEAGUE, IN TRAVIS COUNTY, TEXAS, BEING THE SAME PROPERTY CONVEYED BY ABEL J. & MARY ANN THERIOT FAMILY LIMITED PARTNERSHIP TO THERIOT FLP PROPERTIES – III, IN A DEED DATED MAY 6, 2010, RECORDED IN DOCUMENT NUMBER 2010125121, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 2:

5.6839 ACRES OF LAND, MORE OR LESS, OUT OF THE ISAAC DECKER LEAGUE, IN TRAVIS COUNTY, TEXAS, BEING THE SAME PROPERTY AS TRACT ONE CONVEYED BY SASHA THERIOT SANDERS, TEAL THERIOT SANDERS AND ZACHARY CURTIS SANDERS TO SANDERS CHILDREN INVESTMENTS, LLC, IN A DEED DATED MAY 6, 2010, RECORDED IN DOCUMENT NUMBER 210125125, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 3:

2.620 ACRES OF LAND, MORE OR LESS, OUT OF THE ISAAC DECKER LEAGUE, IN TRAVIS COUNTY, TEXAS, BEING THE SAME PROPERTY AS TRACT TWO CONVEYED BY SASHA THERIOT SANDERS, TEAL THERIOT SANDERS AND ZACHARY CURTIS SANDERS TO SANDERS CHILDREN INVESTMENTS, LLC, IN A DEED DATED MAY 6, 2010, RECORDED IN DOCUMENT NUMBER 2010125125, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

TRACT 4:

2.32 ACRES OF LAND, MORE OR LESS, OUT OF THE ISAAC DECKER LEAGUE, IN TRAVIS COUNTY, TEXAS, AND BEING THE SAME PROPERTY CONVEYED BY SUZANNE MARIE SANDERS AND CURTIS NOLEN SANDERS TO SANDERS FLP PROPERTIES -I, LLC, IN A DEED DATED MAY 6, 2010, RECORDED IN DOCUMENT NUMBER 2010125122, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

EXHIBIT "A"**Legal Description**

METES AND BOUNDS DESCRIPTION OF A SURVEY OF 14.993 ACRES OF LAND, A PORTION OF THE ISAAC DECKER LEAGUE SURVEY NO. 20, ABSTRACT NO. 8, IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, SAID 14.993 ACRES OF LAND BEING ALL OF THAT CALLED 4.32 ACRE TRACT, A PORTION OF THE SAID ISAAC DECKER LEAGUE SURVEY NO. 20, AS DESCRIBED IN THAT SPECIAL WARRANTY DEED FROM ABEL J. & MARY ANN THERIOT FAMILY LIMITED PARTNERSHIP TO THERIOT FLP PROPERTIES – III OF RECORD IN DOCUMENT NUMBER 2010125121, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALSO ALL OF THAT CALLED 5.6839 ACRE TRACT, A PORTION OF THE SAID ISAAC DECKER LEAGUE SURVEY NO. 20, DESIGNATED AS TRACT 1 AND DESCRIBED IN THAT SPECIAL WARRANTY DEED FROM SASHA THERIOT SANDERS, TEAL THERIOT SANDERS, AND ZACHARY CURTIS SANDERS TO SANDERS CHILDREN INVESTMENTS, LLC, OF RECORD IN DOCUMENT NUMBER 2010125125, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALSO ALL OF THAT CALLED 2.629 ACRE TRACT, A PORTION OF THE SAID ISAAC DECKER LEAGUE SURVEY NO. 20, DESIGNATED AS TRACT 2 IN SAID SPECIAL WARRANTY DEED TO SANDERS CHILDREN INVESTMENTS, LLC OF RECORD IN DOCUMENT NUMBER 2010125125, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING ALSO ALL OF THAT 2.32 ACRES OF LAND, A PORTION OF THE SAID ISAAC DECKER LEAGUE SURVEY NO. 20, AS DESCRIBED IN THAT SPECIAL WARRANTY DEED FROM SUZANNE MARIE SANDERS AND HER HUSBAND CURTIS NOLEN SANDERS TO SANDERS FLP PROPERTIES – I, LLC OF RECORD IN DOCUMENT NUMBER 2010125122, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID 14.993 ACRES OF LAND, AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON BOWMAN PLAN NO. 3562, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod found I the east right-of-way line of South Congress Avenue at the most westerly northwest corner of the said Theriot FLP Properties – III, LLC 4.32 acre tract and at the southwest corner of that 0.780 of one acre tract, a portion of the said Isaac Decker League Survey No. 20, as described in a Cash Warranty Deed to MMGG Enterprises, L.P. in Document No. 2004036130, Official Public Records of Travis County, Texas, said 5/8" iron rod found being a common corner of the two parcels describe din that Agreement of record in Document No. 2005099083, Official Public Records of Travis County, Texas, said 5/8" iron rod found being the **POINT OF BEGINNING** and most westerly northwest corner of the tract described herein, and from which 5/8" iron rod found, a 1/2" iron rod with plastic cap stamped "ALL POINTS" found at the southwest corner of that 0.066 of one acre tract described in a Street Deed form MMGG Enterprises, LTD., to the City of Austin of records in Document No. 2005102391, Official Public Records of Travis County, Texas bears N 63° 59' 01" W a distance of 0.67 feet;

THENCE S 61° 50' 30" E, with the most westerly north line of the said Theriot FLP Properties – III, LLC 4.32 acre tract and the south line of the said MMGG Enterprises, L.P. 0.780 of one acre tract, and being also the agreed line referenced in the said Agreement of record in Document No. 2005099083 a distance of 239.20 feet to a 1/2" steel pin found at a reentrant corner of the said Theriot FLP Properties – III, LLC 4.32 acre tract and the south east corner of the said MMGG Enterprises, L.P. 0.780 of one acre tract, and being also the corner referenced in said Agreement for a reentrant corner of the tract described herein;

THENCE N 23° 58' 30" E, with the most northerly west line of the said Theriot FLP Properties – III, LLC 4.32 acre tract and with the east line of the said MMGG Enterprises, L.P. 0.780 of one acre tract, and being also the agreed line referenced in the said Agreement, at a distance of 4.94 passing a 1/4" steel pin found 0.17 feet east of line, said 1/2" steel pin found being the southeast corner of that 0.708 of one acre tract, a

portion of the said Isaac Decker League Survey No. 20, as described in a Special Warranty Deed With Vendor's Lien to Area 51 Enterprises LLC in Document No. 2015028497, Official Public Records of Travis County, Texas, in all 149.96 feet to a ½" steel pin found in the south line of that 4.056 acre tract, a portion of the said Isaac Decker League Survey No. 20, as described in a Special Warranty Deed to ID Bel Air Partners, LP or record in Document No. 2005017785, Official Public Records of Travis County, Texas, and being the most northerly northwest corner of the said Theriot FLP Properties – III, LLC 4.32 acre tract, and the northeast corner of the said MMGG Enterprises, L.P. 0.780 of one acre tract and the northeast corner of the said Area 51 Enterprises LLC 0.708 of one acre tract, and being also the corner referenced in said Agreement for the most northerly northwest corner of the tract described herein;

THENCE S 63° 24' 52" E, with the most easterly north line of the said Theriot FLP Properties – III, LLC 4.32 acre tract and the south line of the said ID Bel Air Partners, LP 4.056 acre tract, a distance of 383.05 feet to a ½" steel pin found in the west line of Lot 2A, Block V, a Resubdivision of Lot 1, Block V, Greenwood Hills, Section Five, of record in Plat Book 51, Page 20, Plat Records of Travis County, Texas, and being also the southeast corner of the said ID Bel Air Partners, LP 4.056 acre tract and the northeast corner of the said Theriot FLP Properties – III, LLC 4.32 acre tract, for the northeast corner of the tract described herein;

THENCE S 26° 47' 44" W, with the west line of said Lot 2A, Block V, a Resubdivision of Lot 1, Block V, Greenwood Hills, Section Five, and with the east line of the said Theriot FLP Properties – III, LLC 4.32 acre tract, a distance of 58.95 feet to a ½" steel pin with plastic cap stamped "M&S 1838" found at the southwest corner of said Lot 2A, Block V and the northwest corner of Lot 1A, Block V, of said Resubdivision of Lot 1, Block V, Greenwood Hills, Section Five, for an angle point in the east line of the tract described herein;

THENCE S 26° 41' 23" W, with the west line of said Lot 1A, Block V and the west line of Lot 4, Block V, Greenwood Hills, Section Five, of record in Plat Book 42, Page 10, Plat Records of Travis County, Texas, and being also with the west line of Liverpool Drive as shown on said map or plat of Greenwood Hills, Section Five and being also with the east line of the said Theriot FLP Properties III, LLC 4.32 acre tract, a distance of 237.88 feet to a ½" steel pin found at the southeast corner of the said Theriot FLP Properties – III, LLC 4.32 acre tract and the northeast corner of the said Sanders Children Investments, LLC Tract 1 of 5.6839 acres of land, for an angle point in the east line of the tract described herein;

THENCE S 26° 31' 34" W, with the west line of Liverpool Drive and the west line of Lot 23, Block W, of said Greenwood Hills Section Five and being also with the east line of the said Sanders Children Investments, LLC Tract 1 of 5.6839 acres, a distance of 152.96 feet to a 5/8" steel pin found at the southwest corner of said Lot 23, Block W and the Northwest corner of Lot 16, Block W, of said Greenwood Hills Section Five, for an angle point in the east line of the tract described herein;

THENCE S 27° 38' 57" W, with the west line of said Lot 16, Block W, of said Greenwood Hills Section Five and being also with the east line of the said Sanders Children Investments, LLC Tract 1 of 5.6839 acres, a distance of 40.08 feet to a ½" steel pin found at the southwest corner of said Lot 16, Block W and the northwest corner of Lot 15, Block W, of said Greenwood Hills Section Five, for an angle point in the east line of the tract described herein;

THENCE S 26° 33' 27" W, with the west line of said Lot 15, Block W and the west line of Lots 14, 13, 12, 11 and 10, Block W, of said Greenwood Hills Section Five and the east line of the said Sanders Children Investments, LLC Tract 1 of 5.6839 acres, a distance of 473.14 feet to a ½" steel pin with plastic cap stamped "M&S 1838" found in the west line of said Lot 10, Block W, Greenwood Hills Section Five at the southeast corner of the said Sanders Children Investments, LLC Tract 1 of 5.6839 acres, for a southeast corner of the tract described herein;

THENCE N 34° 50' 27" W, with the southwest or west line of the said Sanders Children Investments, LLC Tract 1 of 5.6839 acres, a distance of 11.89 feet to a ½" steel pin with plastic cap stamped "M&S 1838" found in the southwest or west line of the said Sanders Children Investments, LLC Tract 1 of 5.6839 acres and at the northeast corner of the said Sanders Children Investments, LLC Tract 2 of 2.62 acres, for a reentrant corner of the tract described herein;

THENCE S 27° 22' 12" W, with the east line of the said Sanders Children Investments, LLC Tract 2 of 2.62 acres, at a distance of 25.77 feet, more or less, passing the most easterly northwest corner of that 2.002 acre tract, a portion of the said Isaac Decker League Survey No. 20, as described in a Warranty Deed with Vendor's Lien of record in Document No. 2011133868, Official Public Records of Travis County, Texas, in all a distance of 261.28 feet to a ½" steel pin with plastic cap stamped "M&S 1838" found at the southeast corner of the said Sanders Children Investments, LLC Tract 2 of 2.62 acres and a reentrant of the said Jim O'Brien 2.002 acre tract and the most southerly southeast corner of the tract described herein;

THENCE N 60° 09' 26" W, with the most westerly north line of the said Jim O'Brien 2.002 acre tract and with the south line of the said Sanders Children Investments, LLC Tract 2 of 2.62 acres, a distance of 199.03 feet to a ½" steel pin with plastic cap stamped "M&S 1838" found at an angle point in the most westerly north line of the said Jim O'Brien 2.002 acre tract and an angle point the south line of the said Sanders Children Investments, LLC Tract 2 of 2.62 acres;

THENCE N 67° 47' 26" W, with the most westerly south line of the said Jim O'Brien 2.002 acre tract and with the south line of the said Sanders Children Investments, LLC Tract 2 of 2.62 acres, a distance of 58.62 feet to a ½" steel pin with plastic cap stamped "M&S 1838" found in the east line of Wasson Road (old State Highway No. 29) at the most westerly northwest corner of the said Jim O'Brien 2.002 of one acre tract and the southwest corner of the said Sanders Children Investments, LLC Tract 2 of 2.62 acres, for the most southerly southwest corner of the tract described herein;

THENCE with the east line of Wasson Road (old State Highway No. 29) and the west line of the said Sanders Children Investments, LLC Tract 2 of 2.62 acres and with the west line of the said Sanders FLP Properties - 1, LLC 2.32 acre tract, courses numbered 1 through 5 inclusive as follows:

1. N 24° 25' 26" W, a distance of 42.22 feet to ¾" iron pipe found;
2. N 14° 47' 26" W, a distance of 70.00 feet to a drill hole in top of a concrete curb found;
3. N 19° 56' 26" W, at a distance of 154.55 feet passing the northwest corner of the said Sanders Children Investments, LLC Tract 2 of 2.62 acres and the southwest corner of the said Sanders FLP Properties - 1, LLC 2.32 acre tract, in all a distance of 254.00 feet to a calculated point in a multi-trunk Pecan tree;
4. N 07° 57' 26" W, a distance of 138.98 feet to a ½" steel pin with plastic cap stamped "M&S 1838" found; and
5. N 04° 30' 34" E, a distance of 36.10 feet to a ½" steel pin with plastic cap stamped "M&S 1838" found at the intersection of the east line of Wasson Road and the east line of Congress Avenue;

THENCE N 27° 40' 11" E, with the east right-of-way of South Congress Avenue and the west line of the said Sanders FLP Properties - 1, LLC 2.32 acre tract and the west line of the said Sanders Children Investments, LLC Tract 1 of 5.6839 acres, and being also with the west line of the said Theriot FLP Properties - III, LLC 4.32 acre tract, at a distance of 271.24 feet passing the northwest corner of the said Sanders FLP Properties - 1, LLC 2.32 acre tract and the southwest corner of the said Sanders Children Investments, LLC Tract 1 of 5.6839 acres, at a distance of 386.42 feet passing a northwest corner of the said Sanders Children Investments, LLC Tract 1 of 5.6839 acres, and a southwest corner of the said Theriot FLP Properties - III, LLC 4.32 tract, in all 666.83 feet to the **POINT OF BEGINNING** of the tract described herein containing 14.993 acres of land.

Branch Sheppard

From: Ali s.com>
Sent: Wednesday, May 12, 2021 8:17 AM
To: Branch Sheppard
Subject: Fwd: [External] Tomorrow

*** External Sender - Please Exercise Caution***

----- Forwarded message -----

From: Tiffany Gourgis .com>
Date: Wed, May 12, 2021 at 8:12 AM
Subject: RE: [External] Tomorrow
To: Ali .com>, Mark Riley <riley@riley-cpa-law.com>

As I stated before there was a short period in which we were not aware we could not insure the transaction which I believe was from Tues- Wed. If I we would've received funds at that time I would have contacted Mr. Riley since we were not expecting to receive any funds however the funds would have ultimately been returned to the sender once our Underwriter confirmed that we could not assist with this file which I believe was Wed afternoon or Thurs morning. In order for us to receive funds for a closing we need a signed contract or some signed agreement between the parties.

Since I was not a party to the conversation between you and Mr. Riley I cannot provide you with any more information pertaining to this transaction.

Nor can I provide you with any additional information on how you can close on a sale that my office is no longer a part of. I have copied Mark on this email. Please direct all future correspondence to Mark Riley.

The funds have been returned to all senders.

Have a nice day.

TIFFANY GOURGIS
Closing Coordinator
Commercial Services

Stewart Title Guaranty Company

[1360 Post Oak Blvd.](#), 10TH Floor

Mail Code #10-1

Houston, Texas 77056

O (713) 232-4426 | M (832) 571-8915 | F (713) 629-2255

[.com](#)



From: Ali [.com](#)>
Sent: Wednesday, May 12, 2021 7:28 AM
To: Tiffany Gourgis [.com](#)>
Subject: Re: [External] Tomorrow

So you could not have taken in the wire for the sale in any way for 4811 South Congress???

The above is an important question for me.

What if anything can be done to close the transaction?

Mr Riley has not returned my calls nor my emails nor my partners emails/calls.

I appreciate your response

On Wed, May 12, 2021 at 7:22 AM Tiffany Gourgis <[com](#)> wrote:

No, I am not. I will only be working until 11am today and I will be out of the office the remainder of the week.
May I ask what this is regarding? The funds have been returned to all senders.

TIFFANY GOURGIS
Closing Coordinator
Commercial Services

Stewart Title Guaranty Company

[1360 Post Oak Blvd.](#), 10TH Floor

Mail Code #10-1

Houston, Texas 77056

O (713) 232-4426 | M (832) 571-8915 | F (713) 629-2255

<http://stewart.com/commercial/houston> | [.com](#)



From: Ali [.com](#)>
Sent: Tuesday, May 11, 2021 10:22 PM
To: Tiffany Gourgis [.com](#)>
Subject: [External] Tomorrow

Are you available tomorrow around 1pm?

Thank you,

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Ali Jetall

Neither Jetall nor any of its subsidiaries shall be bound by or to any lease, purchase and/or sale agreement, contract or any other instrument or modification thereof, nor to any oral statement made by any person, unless the same has been reduced to writing and signed by an officer of Jetall or of its appropriate subsidiary.

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