

at 1:47 FILED o'clock P M

NOV 10 2025

Nancy E. Ruter
County Clerk, Williamson Co., TX

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

Haynes and Boone, LLP
1221 McKinney Street, Suite 4000
Houston, Texas 77010
Attention: Caite Evans

(Space above this line for recording purposes only)

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

NOTICE OF FORECLOSURE SALE

Date: November 10, 2025

Security Instruments: (i) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as modified or amended from time to time, the "**Deed of Trust**"), dated October 28, 2021, executed by Lynd Living Legends at Lakeline Apartments, LLC, a Delaware limited liability company ("**Borrower**"), as grantor, to Warren C. Brown, Esq. ("**Trustee**"), as trustee, for the benefit of OREC Structured Finance Co., LLC, as predecessor in interest to HRL-3, LLC, a Delaware limited liability company (together with any successors and assigns, "**Beneficiary**"), as beneficiary, recorded as Clerk's File No. 2021172526 in the Official Public Records of Williamson County, Texas ("**Official Records**") and (ii) Assignment of Leases and Rents ("**ALR**"), executed by Borrower in favor of Beneficiary, dated October 28, 2021 and recorded as Clerk's File No. 2021172527 in the Official Records.

Secured Obligations: Promissory Note dated October 28, 2021, executed by Borrower and payable to the order of Beneficiary, as holder, in the original principal amount of \$41,216,500.00 (together with all extensions, renewals, replacements and amendments thereof, collectively referred to herein as the "**Note**").

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

Guaranty: (i) Limited Recourse Guaranty dated October 28, 2021, executed by Michael J. Lynd, Sr., and Matthew R. Merritt (collectively, "**Guarantor**"), in favor of Beneficiary and (ii) Completion Guaranty dated October 28, 2021, executed by Guarantor in favor of Beneficiary.

Substitute Trustee(s):

Faris Babineaux
Mary Claire Cranford
Caitlin Evans
Melanie Goebel
George Hinchey
Abigail Johanson
Christopher Neal
Richard Post
Victor Salazar
Samuel Schapiro

Substitute Trustees' Address:

Haynes and Boone, LLP
Attn: Caite Evans
1221 McKinney Street, Suite 4000
Houston, Texas 77010

Foreclosure Sale:

Date:

Tuesday, December 2, 2025

Time:

The sale of the Property (as defined in the Deed of Trust) (such sale is the "**Foreclosure Sale**") will take place between the hours of 11:00 AM and 4:00 PM.

Place:

Northeast lower level door of Williamson County Justice Center, 405 MLK Street, Georgetown, Texas 78626 or as designated by the County Commissioner's Office or in the area designated by the Commissioner's Court. pursuant to section 51.002 of the Texas Property Code.

Terms of Sale:

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

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

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

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

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Beneficiary, if any. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

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

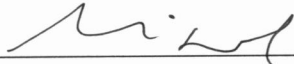
Pursuant to Section 51.0075(a) of the Texas Property Code, Substitute Trustee(s) reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee(s).

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE-DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

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

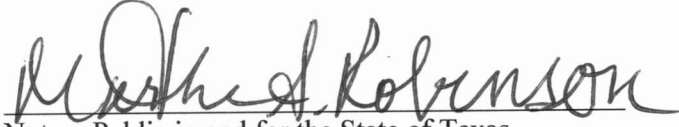
SUBSTITUTE TRUSTEE:

By: 
Mary Claire Cranford

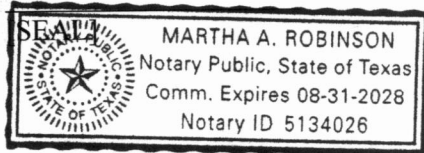
STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

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

Given under my hand and seal this 10th day of November, 2025.


Notary Public in and for the State of Texas

My Commission Expires:



Attachments:

Exhibit A – Land

Exhibit B – Mortgaged Property

Exhibit A

LAND

TRACT 1: Lot 1, PLATINUM LAKELINE SUBDIVISION, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet EE, Slide(s) 345-346 of the Plat Records of Williamson County, Texas.

TRACT 2: Easement Estate as created and defined in Declaration of Easements and Covenants, Conditions and Restrictions dated December 27, 2007, recorded under Document No. 2008000076 of the Official Public Records of Williamson County, Texas, First Amendment recorded under Document No. 2008068223 of the Official Public Records of Williamson County, Texas and Agreement Regarding Declaration of Easements and Covenants, Conditions and Restrictions recorded under Document No. 2016014592 of the Official Public Records of Williamson County, Texas and being over and across Lot 2, **PLATINUM LAKELINE SUBDIVISION**, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded in Cabinet EE, Slide(s) 345-346 of the Plat Records of Williamson County, Texas.

TRACT 3: Easement Estate as created and defined in Drainage Easement Agreement dated November 13, 2012, recorded under Document No. 2012094726 of the Official Public Records of Williamson County, Texas, and First Amendment to Drainage Easement Agreement recorded under Document No. 2016060300 of the Official Public Records of Williamson County, Texas, and being over and across a 0.0327 acre portion of Lot(s) 1, Block A, **MANSIONS AT LAKELINE**, a subdivision in Williamson County, Texas, according to the map or plat thereof, recorded under Document No. 2012093071 of the Official Public Records of Williamson County, Texas.

Property Address: 9725 N Lake Creek Pkwy, Austin, TX 78717

Exhibit B

PROPERTY

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

(a) Land. The real property described in Exhibit A attached above and made a part hereof (collectively, the ***“Land”***);

(b) Additional Land. All additional lands, estates and development rights hereafter acquired by Borrower for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Deed of Trust;

(c) Improvements. The buildings, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (collectively, the ***“Improvements”***);

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements, and the reversions and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, rights of dower, rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements, and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), furniture, software used in or to operate any of the foregoing and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the ***“Personal Property”***), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state or states where any of the Property is located (the ***“Uniform Commercial Code”***), and all proceeds and products of the above;

(f) Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under any Creditors Rights Laws (collectively, the ***“Leases”***) and all

right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property, including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Borrower or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing by or against Borrower of any petition for relief under any Creditors Rights Laws (collectively, the “**Rents**”) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) Insurance Proceeds. All insurance proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property (collectively, the “**Insurance Proceeds**”);

(h) Condemnation Awards. All condemnation awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of any taking or condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property (collectively, the “**Awards**”);

(i) Tax Certiorari. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

(j) Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

(k) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Borrower thereunder;

(l) Intangibles. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;

(m) Accounts. All reserves, escrows and deposit accounts maintained by Borrower with respect to the Property, including without limitation, the Accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof (collectively, the “**Accounts**”);

(n) Interest Rate Protection Agreement. The Interest Rate Protection Agreement (as defined in the Deed of Trust) and any replacement or substitute thereof;

(o) Proceeds. All proceeds of any of the foregoing items set forth in subsections (a) through (n) including, without limitation, Insurance Proceeds and Awards, whether cash, liquidation claims (or other claims) or otherwise; and

(p) Other Rights. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (o) above.