

Reversed, Rendered and Remanded and Opinion Filed September 11, 2025



**In The
Court of Appeals
Fifth District of Texas at Dallas**

No. 05-24-00496-CV

**OVATION SERVICES, LLC, Appellant
V.
BUCKNER FOODS, INC. AND
TRI-SPEED INVESTMENT, INC. (IN REM), Appellees**

**On Appeal from the 134th Judicial District Court
Dallas County, Texas
Trial Court Cause No. TX-20-01174**

MEMORANDUM OPINION

Before Justices Garcia, Breedlove, and Jackson
Opinion by Justice Jackson

Following a trial before the court without a jury, Ovation Services, LLC challenges the trial court's judgment ordering that Ovation take nothing by its claims against Buckner Foods, Inc. and Tri-Speed Investment, Inc.¹ Asserting two issues, Ovation contends the trial court erred in refusing to allow it to foreclose six tax liens

¹ The final judgment and appellee's briefs in this case use "Tri-Speed Investments, LLC" and "Tri-Speed Investment, Inc." interchangeably to identify a single entity. Because the general warranty deed in the appellate record by which Tri-Speed obtained its interest in the property at issue identifies the entity as Tri-Speed Investment, Inc., so do we.

on Buckner's property in favor of FGMS Holdings, LLC² and in concluding Buckner was not liable for damages arising out of its failure to pay amounts due on its consolidated tax loans. For the reasons that follow, we reverse the trial court's judgment and render judgment in favor of Ovation. We remand the cause for further proceedings on foreclosure, damages, and attorney's fees consistent with this opinion.

Background

In 2007, Buckner purchased a parcel of real property located in Dallas, Texas. In connection with the purchase, Buckner executed a promissory note and purchase money deed of trust lien in favor of Hanmi Bank. Through a series of assignments, Cedartree Holdings, LLC – Series I became the holder of the note and deed of trust.

Beginning in 2013, Buckner began obtaining loans from Propel Financial Services, LLC to pay its delinquent property taxes. In exchange for Propel's payment of the property taxes owed for the 2012, 2013, 2014, and 2015 tax years, Propel received transfers of the taxing authority's liens on the property pursuant to section 32.06 of the Texas Tax Code. A sworn Certified Statement of the Transfer of Tax Lien was issued by the Dallas County Tax Assessor-Collector for each payment, and all four certified statements were filed in the official public records of real property for Dallas County.

² Ovation is the authorized servicer for FGMS

In 2017, Buckner obtained a tax loan from FGMS to pay the delinquent property taxes due for the 2016 tax year. Buckner also obtained a loan from FGMS to refinance its previous tax loans from Propel. On August 23, 2017, FGMS issued a check to the Dallas County Tax Office in the amount of \$9,315.67 for the 2016 taxes and issued four checks totaling \$30,117.57 to Propel for the amounts owed by Buckner under each of the four previous tax loans. Although FGMS paid off Buckner's loans from Propel, Propel refused to assign its tax liens to FGMS. On September 15, 2017, FGMS filed a sworn Certified Statement of Transfer of Tax Lien for the 2016 taxes it paid on behalf of Buckner. Three weeks later, Propel filed four releases of its tax liens for the 2012 through 2015 tax years stating “[f]or value received, Holder of the Tax Payment Agreement and Lien releases the Property from the Lien.”

On February 27, 2018, Buckner and FGMS renewed and consolidated Buckner's tax loans and extended the loan to cover the taxes owed on the property for 2017. The total loan amount was \$49,655.79. Buckner and FGMS executed a residential property tax loan agreement and a Tax Lien Transfer Contract (the Contract). The Contract was filed in the Dallas County real property records and identified the property by owner, address, legal description, and tax account number. The Contract included following provisions:

A. . . . Property Owner [Buckner] has executed one or more sworn documents pursuant to Tex. Tax Code § 32.06(a-1) authorizing Tax Lien Transferee [FGMS] to pay delinquent or due ad valorem taxes,

penalties, interest, and fees on the Property and unconditionally promises to pay Tax Lien Transferee the Funds Advanced in the amount of \$49,655.79 as defined in the Texas Property Tax Repayment Agreement (the "Repayment Agreement") executed of even date, which is incorporated by reference as if fully set forth herein. The Repayment Agreement and this Tax Lien Transfer Contract ("Contract") are referred to collectively as the "Tax Loan Agreement."

B. Property Owner agrees that the Tax Loan Agreement is secured by the transfer to and/or subrogation of Tax Lien Transferee to one or more tax liens on the Property that arose by operation of law on January 1 of each year for which taxes will or were paid on behalf of Property Owner or the property owner at the time of authorized payment (collectively the "Tax Lien(s)"). The Tax Loan Agreement renews and extends any debt paid on behalf of Property Owner by Tax Lien Transferee and is secured by the Tax Liens(s). Tax Lien Transferee is subrogated to all rights and remedies possessed by the taxing authority or holder of the Tax Lien(s) for the debt it pays on the Property Owner's behalf, including Foreclosure.

C. Property Owner and Tax Lien Transferee agree and acknowledge that the Funds Advanced includes the renewal and extension (but not extinguishment) of one or more Tax Lien(s) that have or will be transferred to the Tax Lien Transferee by the applicable taxing authority or, if applicable, a prior tax lien transferee. Tax Lien Transferee, its assigns and successors in interest, without limitation, are expressly subrogated to all rights, liens, equities, and remedies of the original holder, transferee, or beneficiary of the indebtedness and/or lien(s), including all rights and remedies held by the original taxing entities and any predecessor tax lien transferee. Property Owner acknowledges that the following obligations and liens securing the indebtedness are valid, existing encumbrances that are renewed and extended by this contract whether they have been released by the prior holder or transferred directly to Beneficiary or a prior lender: Document Numbers 201300144114, 201300148682, 201400063192, 201500048297, 201500063660, 201600048583, 201600070882, 201700241516, 201700241516, 201700261147 in the Official Public Records of Real Property, Dallas County, Texas.

...

F. The Tax Loan Agreement does not attempt to create a lien as the operations contemplated are one of transfer and subrogation to liens initially created for the benefit of the sovereign.

The Document Numbers listed in the Contract correspond to the previous tax lien transfer documents filed in the real property records by FGMS and Propel. FGMS additionally filed a sworn Certified Statement of Transfer of Tax Lien for the 2017 taxes it paid on behalf of Buckner.

In 2019, Buckner stopped making payments due under loan agreement. As authorized servicer for FGMS, Ovation issued notices of default and intent to accelerate. Buckner filed for bankruptcy protection. Following the conclusion of the bankruptcy, Ovation brought this suit seeking both a monetary judgment against Buckner and judicial foreclosure of the six tax liens securing the loan. Buckner failed to file an answer.

During the course of the litigation, Ovation discovered that Cedartree Holdings had foreclosed on the property pursuant to the purchase money deed of trust lien. Tri-Speed purchased the property at the foreclosure sale. Ovation amended its petition to assert in rem claims against Tri-Speed and requested a declaration that its tax liens were “first, prior, and/or superior to any other interest in said property.” Tri-Speed answered asserting it was a bona fide purchaser of the

property and Ovation had failed to allege or prove it met all conditions precedent to recovery.

A trial was conducted before the court without a jury. Ovation contended the documents filed in the Dallas County real property records showed two tax liens on the subject property in FGMS's name and four tax liens on the property in Propel's name to which FGMS was equitably subrogated.³ Pursuant to section 32.05 of the Texas Tax Code, Ovation argued these liens were superior to and had priority over the deed of trust lien that was foreclosed by Cedartree Holdings. Ovation further argued the filings in the real property records of Dallas County put Tri-Speed on notice of FGMS's superior liens.

Tri-Speed argued FGMS never obtained an assignment of Propel's liens before they were released, and FGMS was not entitled to enforce Propel's liens through subrogation because it voluntarily paid off Buckner's loans. Tri-Speed additionally argued FGMS's tax lien contract with Buckner was void because it was "unlawfully attempting to create a lien for more than the amount loaned to pay taxes."

³ Equitable subrogation "allows a lender who discharges a valid lien on the property of another to step into the prior lienholder's shoes and assume that lienholder's security interest in the property." *Fed. Home Loan Mortg. Corp. v. Zepeda*, 601 S.W.3d 763, 766 (Tex. 2020).

After considering the evidence and arguments of counsel, the trial court made the following legal conclusions:

- Pursuant to TEX. TAX CODE ANN. § 32.06(a-7) and TEX. TAX CODE ANN. § 32.065(i) FGMS's February 18, 2018 [sic]⁴ Tax Lien Transfer Contract with Buckner is void as it impermissibly attempts to create a lien for the payment of Propel's previously paid-off and released transfer tax liens for tax years 2012-2015 that were not delinquent or due at the time the property owner, Buckner, executed the sworn document under Section 32.06(a-1).
- Pursuant to TEX. TAX CODE ANN. § 32.06(e), FGMS's February 18, 2018 [sic] Tax Lien Transfer Contract with Buckner impermissibly exceeds the total taxes paid as shown on FGMS's tax receipts, expenses paid to record the lien, plus reasonable closing costs.
- FGMS paid off the debt of Buckner to Propel as a mere volunteer and, as such, is not entitled to equitable subrogation.
- Propel's statutory transfer tax liens were paid, extinguished, and released as a matter of public record more than four months before the Tax Lien Transfer Contract was executed by Buckner.
- Tri-Speed is a bona fide purchaser of the property.
- Although Buckner, as a defaulting party, has admitted liability as to Plaintiff's petition, the Court's conclusion based on the evidence at trial that the Buckner contract for transfer of tax lien is void, precludes recovery by Plaintiff against Buckner based on that contract.

Based on these conclusions, the trial court rendered judgment that Ovation take nothing by its claims. Ovation brought this appeal.

⁴ The Tax Lien Transfer Contract in the record is dated February 27, 2018.

Analysis

In its first issue, Ovation contends it proved its entitlement to foreclose the on the tax liens at issue as a matter of law. Based on the trial court's conclusions, Ovation's request for foreclosure was denied on three grounds: (1) invalidity of the Contract, (2) FGMS's lack of entitlement to equitable subrogation, and (3) Tri-Speed's status as a bona fide purchaser. We review the trial court's legal conclusions de novo to determine their correctness. *BMC Software Belg., N.V. v. Marchand*, 83 S.W.3d 789, 794 (Tex. 2002).

I. Validity of the Contract

When property taxes become delinquent, the property owner may authorize another party to pay the taxes on its behalf. TEX. TAX CODE ANN. § 32.06(a-1); *Ovation Servs., LLC v. Richard*, 624 S.W.3d 610, 616 (Tex. App.—Tyler 2021, no pet.). When this occurs, the lien held by the taxing unit on the subject property may be transferred to the party who pays the taxes on behalf of the property owner (the “transferee”). TEX. TAX CODE ANN. § 32.06(a-1), (a-2); *1901 NW 28th St. Tr. v. Lillian Wilson, LLC*, 535 S.W.3d 96, 100 (Tex. App.—Fort Worth 2017, no pet.). After the transferee pays the property taxes, the taxing unit certifies that the taxes have been paid and that the tax lien has been transferred. TEX. TAX CODE ANN. § 32.06(b); *Wilson*, 535 S.W.3d at 100. Once transferred, the tax lien retains its priority status and the transferee is subrogated to all rights and remedies of the transferring taxing unit. *Wilson*, 535 S.W.3d at 100. The tax code defines

“transferee” to include both the party authorized to pay the taxes owed by the property owner and any successor in interest to that authorized party. TEX. TAX CODE ANN. § 32.06(2)(B).

Tax liens arise only for property tax payments that are due or delinquent. TEX. TAX CODE ANN. § 32.01(a). Section 32.06(a-7) of the tax code states that “[a] contract between a [lien] transferee and a property owner that purports to authorize payment of taxes that are not delinquent or due at the time of the authorization, or that lacks the authorization described by Subsection (a-1), is void.” *Id.* § 32.06(a-7). Similarly, section 32.065(i) states that “[a]n agreement under this section that attempts to create a lien for the payment of taxes that are not delinquent or due at the time the property owner executes the sworn document under Section 32.06(a-1) is void.” *Id.* § 32.065(i). The trial court concluded that, because the Contract referenced the total amount Buckner owed for the six consolidated tax loans it received, the contract impermissibly authorized payment of, and created a lien for, taxes that were no longer delinquent at the time the Contract was executed. We do not agree with this reading of the Contract.

The Contract does not purport to retroactively authorize the payment of taxes on Buckner’s behalf that are no longer due. Nor does it attempt to create a new lien for previously paid taxes. The record on appeal contains Buckner’s sworn statement under Section 32.06(a-1), executed at the same time as the Contract, authorization FGMS to pay the \$7,539.27 in taxes that were overdue at that time. The record also

contains a check from FGMS to the Dallas County Tax Office for \$7,539.27 and a sworn Certified Statement of Transfer of Tax Lien issued to FGMS for the \$7,539.27 amount.

The total loan amount of \$49,655.79 set forth in the Contract was a consolidation of the newly authorized tax loan with the past authorized tax loans. There is no dispute that all the authorizations, loans, and liens referenced in the Contract were created in connection with taxes that were delinquent at the time the payments were made to the taxing unit on Buckner's behalf. Although section 32.06(e) of the tax code limits the amount of money a lien transferee may advance to a property owner for each authorized tax loan – taxes, penalties, interest, and collection costs as shown on the tax receipt together with expenses paid to record the lien and reasonable closing costs – nothing prevents a property owner from refinancing and/or consolidating multiple loans. *See id.* § 32.06(e); 7 Tex. Admin. Code § 89.504(a)(6)(A) (2024) (Tex. Fin. Comm'n, Requirements for Disclosure Statement to Property Owner) (property tax loan disclosure must include amount of funds advanced under § 32.06(e) of tax code and, in case of refinance, any amount to pay off an existing property tax loan). The tax code's definition of a transferee includes "a successor in interest to a tax lien" and thus assumes that tax liens may be transferred to a subsequent lender. *See* § 32.06(a)(2). In the case of a refinancing, the subsequent lender necessarily advances funds on behalf of the property owner after the debt to the taxing unit has already been paid. And in the case of a

consolidation of multiple tax loans, as here, the total amount of the loan will necessarily be an aggregate of all the funds advanced for each of the authorized tax loans plus any interest owed on the refinanced amounts.

The Contract does not create a new lien for the amount of the loan, but instead states that the funds advanced by FGMS were secured by “the transfer to and/or subrogation of [FGMS] to one or more tax liens on the Property that arose by operation of law on January 1 of each year for which taxes will or were paid on behalf of Property Owner.” Indeed, the Contract specifically states that it “does not attempt to create a lien” and is relying on transfers of, or subrogation to, the liens originally created in favor of the taxing unit. The Contract goes on to identify by document number in the real property records the previously recorded lien transferred to FGMS by the taxing unit for the 2016 tax year and the liens transferred to Propel for the 2012 through 2015 tax years to which FGMS was subrogated.

Tri-Speed contends the Contract must be creating a new lien for the taxes paid by Propel because Propel released its liens on the property months before the Contract was signed. Propel’s purported release had no effect on FGMS’s subrogation rights with respect to those liens, however. Equitable-subrogation rights to prior liens become fixed at the time the proceeds from the refinancing loan are used to discharge the earlier lien. *Id.*; *PNC Mortg. v. Howard*, 616 S.W.3d 581, 584 (Tex. 2021). The refinancing lender need not obtain an assignment of the prior lien for equitable subrogation to apply. *Farm Credit Bank of Tex. v. Ogden*, 886 S.W.2d

305, 312 (Tex. App.—Houston [1st Dist.] 1994, no writ). Because FGMS’s subrogation rights to enforce Propel’s liens arose and became fixed when it paid off Propel’s loans to Buckner, Propel had no authority to release the liens to the extent they secured FGMS’s refinancing loan. *See id.*, *see also Mulcahy v. Pasadena State Bank*, 335 S.W.2d 258, 261 (Tex. App.—Waco 1960, no writ) (release of lien does not preclude subrogation or extinguish lien in favor of subrogee).

We conclude the Contract neither attempts to create a new lien for previously paid taxes nor advances funds in excess of what is permitted by the tax code. Accordingly, the trial court erred in declaring the Contract void and unenforceable.

II. Entitlement to Subrogation

The second basis for the trial court’s refusal to enforce FGMS’s liens was its determination that FGMS paid off Buckner’s debt to Propel as a “mere volunteer” and, therefore, was not entitled to be equitably subrogated to Propel’s liens. Equitable subrogation to lien rights occurs whenever a party, not acting voluntarily, pays a debt secured by a lien for which another was primarily liable. *Murray v. Cadle*, 257 S.W.3d 291, 299 (Tex. App.—Dallas 2008, pet. denied); *Hulen v. Hamilton*, No. 2-06-288-CV, 2008 WL 553812, at *4 (Tex. App.—Fort Worth Feb. 28, 2008, no pet.) (mem. op.). A party, like FGMS, who pays a debt at the request of the debtor in exchange for an agreement that the money will be repaid and with the understanding that the advance is secured by a lien is not a “mere volunteer.”

See Cadle, 257 S.W.3d at 301; *Langston v. GMAC Mortg. Corp.*, 183 S.W.3d 479, 481 (Tex. App.—Eastland 2005, no pet.).

Tri-Speed argues FGMS voluntarily paid off and extinguished Propel’s tax loans to Buckner “to gain a competitive advantage over a rival tax lender.” Under this theory, every refinancing of a tax loan by a new lender would be considered “voluntary” and lenders would be penalized for simply engaging in the free market. Tri-Speed cites no authority support this position.

Citing *Lyda Swinerton Builders, Inc. v. Cathay Bank*, 409 S.W.3d 221, 248, (Tex. App.—Houston [14th Dist.] 2013, pet. denied) Tri-Speed additionally argues that Ovation should not be allowed to enforce FGMS’s liens through equitable subrogation because Tri-Speed’s rights would be prejudiced. Tri-Speed contends it should be allowed to rely on the lien releases filed by Propel.

The court in *Swinerton* held that the “cornerstone” of the analysis in equitable subrogation is whether an intervening lienholder that is not party to the subrogation contract would be prejudiced. *Id.* The court went on to say, however, that “merely changing the identity of the senior lienholder does not affect the intervening lienholder’s rights” and is not prejudicial. *Id.* Where subrogation changes only who holds the senior lien, the junior lienholder is still junior and still in the same amount. *Id.* Whether subrogation prejudices an intervening interest is determined as of the time of the transaction supporting subrogation and the consequences of subsequent

transactions or events are not relevant. *Id.*; *Bank of Am. v. Babu*, 340 S.W.3d 917, 926 (Tex. App.—Dallas 2011, pet. denied).

As discussed above, FGMS's subrogation rights to Propel's liens arose and became fixed at the time FGMS paid off Propel's loans to Buckner. When that occurred the only change to the lien was the identity of its holder. Although Propel later filed a release of its liens, this was a subsequent event that had no effect on FGMS's subrogation rights and is not relevant to the analysis of whether Tri-Speed was prejudiced. *Id.*

Finally, in its response to Ovation's reply brief, Tri-Speed argues for the first time that the Texas Legislature's 2013 amendments to the tax code adding sections 32.06(a)(7) and 32.065(i) were intended to abrogate the availability of equitable subrogation. This argument was not presented to the trial court and was not a ground for the trial court's ruling. Even so, we conclude it lacks merit.

Texas courts have previously held that the lien transfer statutes in the tax code do not abrogate common law subrogation doctrines. *See Swinerton*, 409 S.W.3d at 247. Sections 32.06(a)(7) and 32.065(i) state only that contracts for tax loans that lack the statutorily required authorization by the borrower, or that attempt to create a lien based on tax payments that are not yet due, are void. Nothing in the language of these sections suggests a legislative intent to prohibit common law subrogation to valid liens. *See id.* at 244; *see also Zepeda*, 601 S.W.3d at 768 (concluding statute

setting forth requirements for refinancing liens does not destroy “well-established principle of equitable subrogation”).

We conclude the trial court erred in holding Ovation was not entitled to enforce Propel’s liens through the doctrine of equitable subrogation.

III. Bona Fide Purchaser

As the last basis for denying Ovation’s request for foreclosure, the trial court concluded Tri-Speed was a bona fide purchaser. Tri-Speed argues it was without actual or constructive notice of any alleged impropriety in the lien releases filed by Propel and FGMS’s “facially invalid” tax lien contract was insufficient to charge it with notice of FGMS’s competing interest. We have already concluded the Contract between FGMS and Buckner is valid and enforceable. We therefore examine whether it and the other documents filed in the Dallas County real property records were sufficient to put Tri-Speed on notice of FGMS’s superior liens.

An instrument that is properly recorded in the proper county is notice to all persons of the existence of the instrument. TEX. PROP. CODE ANN. § 13.002. Recorded instruments in a grantee’s chain of title generally establish an irrebuttable presumption of notice. *Richard*, 624 S.W.3d at 620. It is well settled that a purchaser of property is bound by every recital, reference, and reservation contained in or fairly disclosed by any instrument which forms an essential link in the chain of title. *Westland Oil Dev. Corp. v. Gulf Oil Corp.*, 637 S.W.2d 903, 908 (Tex. 1982). “The rationale of the rule is that *any* description, recital of fact, or reference to other

documents puts the purchaser upon inquiry, and he is bound to follow up this inquiry, step by step, from one discovery to another and from one instrument to another, until the whole series of title deeds is exhausted and a complete knowledge of *all the matters referred to* and affecting the estate is obtained.” *Id.* (quoting *Loomis v. Cobb*, 159 S.W. 305, 307 (Tex. App.—El Paso 1913, writ ref’d). A person may be charged with constructive notice if facts appearing in the chain of title “would place a reasonably prudent person on inquiry as to the rights of other parties in the property conveyed.” *Richard*, 624 S.W.3d at 620-21.

Tri-Speed purchased the property in 2021, well after the Contract and tax liens at issue were filed in the Dallas County real property records. Tri-Speed does not dispute that the liens for the 2016 and 2017 tax years transferred from the Dallas County taxing unit to FGMS were properly recorded. Those liens, by themselves, were superior to the deed of trust lien that was foreclosed upon when Tri-Speed purchased the property. *See* TEX. TAX CODE ANN. § 32.05 (tax lien on real property takes priority over claim of any creditor of person whose property is encumbered by the lien).

Tri-Speed states only that it had no obligation to discover FGMS’s interest in the 2012-2015 tax liens because they were released by Propel. Tri-Speed is mistaken. The Contract specifically states that FGMS was subrogated to Propel’s liens “*whether they ha[d] been released by [Propel] or transferred directly*” and identified where those liens were recorded in the real property records. To the extent

Tri-Speed believed there was a conflict between the Contract and Propel's releases or that the documents created an ambiguity, it was on inquiry notice to determine FGMS's rights with respect to the property being conveyed. *See Westland*, 637 S.W.2d at 908; *Richard*, 624 S.W.3d at 620-21.

We conclude the trial court erred in determining Tri-Speed was a bona fide purchaser of the property without notice of FGMS's lien rights. We sustain Ovation's first issue.

IV. Default Judgment

In its second issue, Ovation contends the trial court erred in refusing to allow it to recover on its claims against Buckner. The trial court acknowledged in its findings that Buckner, as a defaulting party, had admitted liability. But, based on its conclusion that the Contract was void, the trial court held that Ovation could not recover on its claims against Buckner. We note the trial court did not declare void the loan agreement that required Buckner to repay the funds advanced to him by FGMS. *See Aguero v. Ramirez*, 70 S.W.3d 372, 374 (Tex. App.—Corpus Christi-Edinburg 2002, pet. denied) (agreement creating debt and lien securing debt constitute separate obligations). Regardless, because we have concluded the Contract is valid and enforceable, the trial court erred in refusing to allow Ovation to recover on that basis. We sustain Ovation's second issue.

Conclusion

Based on the foregoing, we reverse the trial court's judgment and render judgment (1) declaring the tax liens made the subject of this this suit are superior to any other interest in the property and are enforceable by Ovation and (2) Ovation is entitled to recover from Buckner all amounts due under the property tax loan agreement executed by Buckner and FGMS. We remand the cause to the trial court for a determination of the amounts of damages and attorney's fees and for all proceedings necessary to effectuate judicial foreclosure.

/Earl N. Jackson/

EARL N. JACKSON
JUSTICE



**Court of Appeals
Fifth District of Texas at Dallas**

JUDGMENT

OVATION SERVICES, LLC,
Appellant

No. 05-24-00496-CV V.

BUCKNER FOODS, INC. AND
TRI-SPEED INVESTMENT, INC.
(IN REM), Appellees

On Appeal from the 134th Judicial
District Court, Dallas County, Texas
Trial Court Cause No. TX-20-01174.
Opinion delivered by Justice Jackson.
Justices Garcia and Breedlove
participating.

In accordance with this Court's opinion of this date, the judgment of the trial court is **REVERSED** and judgment is **RENDERED** that:

(1) the tax liens made the subject of this this suit are superior to any other interest in the property and are enforceable by OVATION SERVICES, LLC and (2) OVATION SERVICES, LLC is entitled to recover from BUCKNER FOODS, INC all amounts due under the property tax loan agreement made the subject of this suit executed by BUCKNER FOODS, INC and FGMS HOLDINGS, LLC.

We **REMAND** this cause to the trial court for (1) a determination of the amounts of damages and attorney's fees and (2) all proceedings necessary to effectuate judicial foreclosure

It is **ORDERED** that appellant OVATION SERVICES, LLC recover its costs of this appeal from appellees BUCKNER FOODS, INC. and TRI-SPEED INVESTMENT, INC. (IN REM).

Judgment entered this 11th day of September, 2025.