



NOTICE OF SUBSTITUTE TRUSTEE'S SALE

T.S. #: 2023-05109-TX

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.

Date, Time, and Place of Sale - The sale is scheduled to be held at the following date, time and place:

Date: 6/6/2023
Time: The earliest time the sale will begin is 1:00 PM
Place: Waller County Courthouse, Texas, at the following location: 836 Austin Street ,
Hempstead, TX 77445 THE FOYER AT THE SOUTH ENTRANCE OF THE
COURTHOUSE
Or if the preceding area is no longer the designated area, at the area most recently
designated by the County Commissioners Court, pursuant to section 51.002 of the
Texas Property Code.

Property To Be Sold - The property to be sold is described as follows:

"SEE ATTACHED EXHIBIT 'A' "

Commonly known as: 20130 MEADOW BEND ROAD WALLER, TX 77484

Instrument to be Foreclosed - The instrument to be foreclosed is the Deed of Trust dated 7/2/2015 and recorded in the office of the County Clerk of Waller County, Texas, recorded on 7/6/2015 under County Clerk's File No 1504235, in Book and Page The subject Deed of Trust was modified by Loan Modification recorded as Instrument 1804815 and recorded on 06/20/2018, and The subject Deed of Trust was modified by Loan Modification recorded as Instrument 2211258 and recorded on 08/22/2022 of the Real Property Records of Waller County, Texas.

Grantor(s): Joseph A Speegle and Rebecca Farris, husband and wife
Original Trustee: Randall C Present
Substitute Trustee: Auction.com, Megan Randle-Bender aka Megan Randle, Chloe Christensen, Rebecca Bolton, Ebbie Murphy, Nestor Trustee Services, LLC
Original Mortgagee: Mortgage Electronic Registration Systems, Inc., as nominee for DHI Mortgage Company Ltd, its successors and assigns
Current Mortgagee: Freedom Mortgage Corporation
Mortgage Servicer: Freedom Mortgage Corporation

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the referenced property securing the above referenced loan.

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Terms of Sale - The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the mortgagee thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the 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 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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the Deed of Trust, the mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property. Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

Obligations Secured - The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including by not limited to (1) the promissory note in the original principal amount of \$255,375.00, executed by Joseph A Speegle and Rebecca Farris, husband and wife, and payable to the order of Mortgage Electronic Registration Systems, Inc., as nominee for DHI Mortgage Company Ltd, its successors and assigns; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of Trustor(s) to the current holder of the Obligations to the mortgagee under the deed of trust.

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Questions concerning the sale may be directed to the undersigned or to the Mortgagee:

Freedom Mortgage Corporation
10500 Kincaid Drive
Fishers, IN 46037
Phone: 855-690-5900

Default and Request to Act - Default has occurred under the deed of trust, and the mortgagee has requested me, as Trustee, to conduct this sale. Notice is given that before the sale the mortgagee may appoint another person substitute trustee to conduct the sale.

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Dated: 4/11/23

Auction.com, Megan Randle-Bender aka Megan Randle, Chloe Christensen,
Rebecca Bolton, Ebbie Murphy, Nestor Trustee Services, LLC

Megan Randle

c/o Nestor Trustee Services, LLC
2850 Redhill Blvd., Suite 240
Santa Ana, CA 92705
Phone: (888) 403-4115
Fax: (888) 345-5501

For sale information visit: <https://www.xome.com> or Contact (800) 758-8052.

SENDER OF THIS NOTICE:
AFTER FILING, PLEASE RETURN TO:

Nestor Trustee Services, LLC
2850 Redhill Avenue, Suite 240
Santa Ana, California 92705

EXHIBIT 'A'

A TRACT OR PARCEL OF LAND CONTAINING 3.4508 ACRES OF LAND, (150,317 SQUARE FEET), BEING A PORTION OF LOT 17, PINERIDGE SUBDIVISION, SECTION 5, A SUBDIVISION IN WALLER COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 284, PAGE 570, AND VOLUME 297, PAGE 596, OF THE DEED RECORDS OF WALLER COUNTY, TEXAS, SAID 3.4508 ACRE TRACT OF LAND BEING THAT CERTAIN CALLED 5.951 ACRE TRACT OF LAND DESIGNATED AS SAID LOT 17, AS CONVEYED TO RALPH LEONARD BOSHEARS BY INSTRUMENT RECORDED IN VOLUME 675, PAGE 504, OF THE DEED RECORDS OF WALLER COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN CALLED 2.500 ACRE TRACT OF LAND AS CONVEYED TO JONATHAN CLARKSON JONES BY INSTRUMENT RECORDED IN VOLUME 1216, PAGE 451, OF THE DEED RECORDS OF WALLER COUNTY, TEXAS, SAID 3.4508 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARING BASIS: VOLUME 284, PAGE 570, OF THE MAP RECORDS OF WALLER COUNTY, TEXAS).

BEGINNING at a calculated point on the common line of Lot 34, of said Pineridge Subdivision, Section 5, for the south common corner of said Lot 17 and Lot 18, of said Pineridge Subdivision, Section 5, same being the southeast corner and POINT OF BEGINNING of the herein described tract, from which a fence corner post found bears, N 69°30'00" W, a distance of 1.80 feet;

Thence, N 75°11'00" W, with the common line of said Lot 34, pass at a distance of 610.73 feet a calculated point on the southeasterly line of Meadow Bend Road, (60.00 Foot Road Easement), for a total distance of 650.00 feet to a P. K. Nail set at an angle point of the centerline of Meadow Bend Road, for the west common corner of said Lot 17 and 34, same being the east common corner of Lot 33 and Lot 16, of said Pineridge Subdivision, Section 5, same being the southwest corner of the herein described tract;

Thence, N 55°00'00" E, with the centerline of Meadow Bend Road, same being the common line of said Lot 16, a distance of 484.06 feet to a P. K. Nail found for the west corner of said 2.500 Acre Tract, same being the north corner of the herein described tract, from which a 60D nail found on the common line of Lot 6, of said Pineridge Subdivision, Section 5, for the common northeasterly corner of said Lot 16 and 17, same being the intersection of the centerline of Meadow Bend Road with the centerline of Pineridge Road, (60.00 Foot Road Easement), bears, N 55°00'00" E, a distance of 365.79 feet;

Thence, S 44°17'09" E, across said Lot 17, with the common line of said 2.500 Acre Tract, pass at a distance of 30.39 feet a calculated point on the southeasterly line of Meadow Bend Road, for a total distance a distance of 345.66 feet to a calculated point for a corner of said 2.500 Acre Tract, same being a corner of the herein described tract;

Thence, S 71°58'39" E, across said Lot 17, with the common line of said 2.500 Acre Tract, a distance of 55.35 feet to a calculated point on the common line of said Lot 18 for the southeast corner of said 2.500 Acre Tract, same being the northeast corner of the herein described tract;

Thence, S 19°06'37" W, with the common line of said Lot 18, a distance of 189.75 feet to the POINT OF BEGINNING and containing 3.4508 acres of land, (150,317 square feet) more or less.

FILED AND RECORDED

Instrument Number: 23-031

Filing and Recording Date: 04/11/2023 03:51:05 PM Pages: 5 Recording Fee: \$5.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



Debbie Hollan

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Marlene Arranaga, Deputy

Returned To: