



After recording, return to:

THE WEAVER LAW FIRM  
Attn.: Richard D. Weaver  
1800 Bering Drive, Suite 1050  
Houston, Texas 77057

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STATE OF TEXAS                                   §  
   §  
COUNTY OF WALLER                           §

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

Date:   July 7, 2023

Secured Obligations:                         Promissory Note ("Note"), dated November 18, 2020, executed by Vicente Correa (the "Borrower"), and payable to the order of Robin Curry and Janelle Curry (collectively "Lender"), in the original principal amount of \$110,000, and all extensions, renewals, replacements, and amendments thereof.

Deed of Trust:                                    Deed of Trust dated November 18, 2020, from Vicente Correa to Derek A. Johnson as Trustee, for the benefit of Robin Curry and spouse Janelle Curry (collectively "Beneficiary"), recorded in the Real Property Records of Waller County, Texas at 2306563 on June 8, 2023.

Substitute Trustees:                         Richard D. Weaver and Walker M. F. Smith

Substitute Trustees' Address: THE WEAVER LAW FIRM  
1800 Bering Drive, Suite 1050  
Houston, Texas 77057

**Foreclosure Sale:**

Date:   **Tuesday, August 1, 2023**

Time:    The sale of the Property will take place between the hours of 10:00 a.m. and 1:00 p.m. local time.

Place:   The Foyer at the South entrance of the Waller County Courthouse 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.

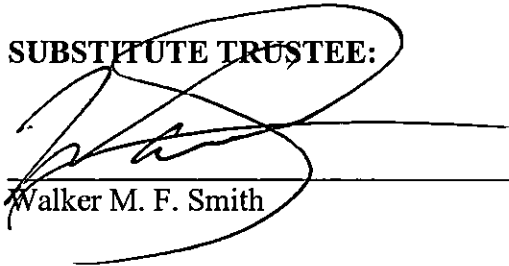
Terms of Sale: The Foreclosure Sale will be conducted as a public auction, and the real property, more particularly described in Exhibit "A", will be sold "as is" to the highest bidder for cash, except that Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

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 to sell the Property.

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

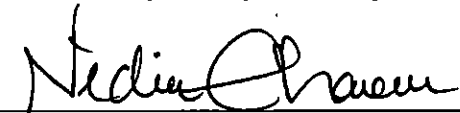
**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.**

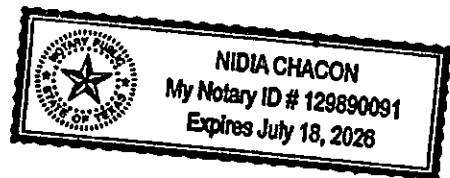
SUBSTITUTE TRUSTEE:

  
Walker M. F. Smith

STATE OF TEXAS §  
  §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 6<sup>th</sup> day of July, 2023, by Walker M. F. Smith, as Substitute Trustee.

  
Notary Public in and for the State of Texas



## EXHIBIT "A"

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Being the West One-Half (1/2) of Lot Seventeen (17) in MeadowLake Subdivision, a subdivision in Waller County, Texas, according to the map or plat thereof recorded in Vol. 306 Page 89 of the Deed Records of Waller County, Texas to which map and its recording reference is hereby made for all intents and purposes, and (b) being the same tract of land described as Tract One in Partition Deed between Sarah Johnson Ashu and Shemika Johnson dated January 13, 2009, recorded January 15, 2009 in Vol. 1145 Page 434, of the Official Records of Waller County, Texas, to which deed and its recording reference is hereby made for all intents and purposes, together with (i) all buildings, structures and other types of improvements now existing or hereafter constructed or placed upon the above described tract of land, INCLUDING WITHOUT LIMITATION, that certain 1998 AMERICAN HOMESTAR OF BURLESON INC Manufactured Home bearing label no.s PFS0508710 and PFS0508711 and serial no.s AH02983132A and AH02983132B being 2 sections approximately 14.0 x 68.0 feet each, and related facilities and fixtures, inclusive of all goods which are or are to become fixtures, now or hereafter located in or about such land and/or improvements, as well as all floor coverings, carpeting, heating, air conditioning, ventilating, plumbing, appliances, mantles, light fixtures, disposals, awnings, t. v. antennas, curtain rods, drapery rods, venetian blinds, window shades, screens and shutters, mirrors fixed in place, ceiling fans, electrical fixtures and wiring located therein, with replacements thereof and additions thereto, all of which Grantor represents and agrees are and will be a part of and affixed to said real property; (ii) any and all appurtenances belonging or appertaining thereto; (iii) any and all appurtenant easements or rights of way benefiting said real property and any of Grantor's rights to use same; (iv) any and all mineral rights and interests of Grantor relating to said real property (present or reversionary), including any and all royalties, payments and other rights and benefits payable or perform able in favor of Grantor under any and all leases or other agreements covering all or any part of the mineral estate of said real property; (v) any and all rights to the present or future use of wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit said real property or the improvements located thereon, including without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired; and (vi) all right, title and interest of Grantor, if any, in and to (a) any and all roads, streets, alleys and ways (open or proposed) affecting, crossing, fronting or bounding said real property, including any awards made or to be made relating thereto including, without limitation, any unpaid awards or damages payable by reason of damages thereto or by reason of a widening of or changing of the grade with respect to same, (b) any and all strips, gores or pieces of property abutting, bounding or which are adjacent or contiguous to said real property (whether owned or claimed by deed, limitations or otherwise), (c) any and all air rights relating to said real property, (d) any and all reversionary interests in and to said real property, and (e) any and all rights of ingress and egress to and from said real property (said real property identified above as Tract One and Tract Two, together with any and all of the related improvements, appurtenances, rights and interests referenced in items (i) through (vi) above, are herein collectively referred to as the "Property"). Notwithstanding anything contained herein to the contrary, however, with respect to the rights and interests described in (iv), (v) and (vi) directly above, (a) Grantor is hereby only granting and conveying any of Grantor's right, title and interest in and to same without warranty (whether statutory, expressed or implied) and (b) such conveyance is without prejudice to, and does not transfer, any rights or benefits held by Grantor to the extent they benefit any other properties owned by Grantor to which such rights are appurtenant.

# FILED AND RECORDED

**Instrument Number: 23-059**

Filing and Recording Date: 07/07/2023 02:49:22 PM Pages: 4 Recording Fee: \$3.00

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*

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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.

Donna Jackson, Deputy

Returned To: