

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WALLER §

WHEREAS, on April 25, 2013, **Ryszard J. Zadow and Claire J. Zadow** ("Maker" or "Borrower"); executed and delivered that certain **Promissory Note** in the original principal amount of SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00), payable to Allegiance Bank, successor to by merger with Enterprise Bank, and bearing interest as stated therein (the "Note"), said Note being secured by that certain **Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents** dated April 25, 2013, executed by Ryszard J. Zadow and Claire J. Zadow as "Grantor(s)" in favor of Albert M. Dashiell, Jr., Trustee, and filed for record on May 7, 2013 in the Official Public Records of Real Property, Waller County, Texas, under Instrument No. 1303007 (the "Deed of Trust") covering and describing the "Property" described below; and

WHEREAS on July 5, 2013, the Note was renewed, extended, modified and increased by that certain **Promissory Note** in the original principal amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00), executed and delivered by **Ryszard J. Zadow and Claire J. Zadow** ("Maker" or "Borrower") payable to Allegiance Bank, successor to by merger with Enterprise Bank, and bearing interest as stated therein;

WHEREAS, the Note, as renewed, extended, modified and increased, is further secured by that certain **Deed of Trust, Security Agreement, Financing Statement and**

Assignment of Rents dated July 5, 2013, executed by Ryszard J. Zadow and Claire J. Zadow as "Grantor" in favor of Albert M. Dashiell, Jr., Trustee, and filed for record on July 15, 2013 in the Official Public Records of Real Property, Waller County, Texas, under Instrument No. 1304613 covering and describing the "Property" described below; and being further secured by that certain **Extension of Real Estate Note and Lien** executed by Ryszard J. Zadow and Claire J. Zadow and Allegiance Bank dated July 5, 2018 and being filed for record on September 10, 2018 in the Official Public Records of Real Property, Waller County, Texas under Instrument No. 1807247, whereby certain terms of the Note and liens securing payment thereof were modified as further described therein, including, without limitation, extension of maturity of the indebtedness evidenced by the Note to October 3, 2018; and being further secured by that certain **Extension of Real Estate Note and Lien** executed by Ryszard J. Zadow and Claire J. Zadow and Allegiance Bank dated October 3, 2018, and being filed for record on December 20, 2018 in the Official Public Records of Real Property, Waller County, Texas, under Instrument No. 1810030, whereby certain terms of the Note and liens securing payment thereof were modified as further described therein, including, without limitation, extension of maturity of the indebtedness evidenced by the Note to October 3, 2019; and being further secured by that certain **Extension of Real Estate Note and Lien** dated October 3, 2019, executed by Ryszard J. Zadow and Claire J. Zadow and Allegiance Bank and being filed for record on January 16, 2020 in the Official Public Records of Real Property, Waller County, Texas, under Instrument No. 2000557, whereby certain terms of the Note and liens securing payment thereof were modified as further described therein, including, without limitation, extension of maturity of the indebtedness

evidenced by the Note to January 3, 2020; and being further secured by that certain **Extension of Real Estate Note and Lien** dated January 3, 2020, executed by Ryszard J. Zadow and Claire J. Zadow and Allegiance Bank and being filed for record on March 23, 2020 in the Official Public Records of Real Property, Waller County, Texas, under Instrument No. 2002705, whereby certain terms of the Note and liens securing payment thereof were modified as further described therein, including, without limitation, extension of maturity of the indebtedness evidenced by the Note to July 3, 2020; and

WHEREAS, default has occurred under the terms and provisions of the referenced Note, as renewed, extended, modified and increased, and Deed of Trust, as renewed, extended, modified and increased, and the same is now wholly due, and Allegiance Bank (the "Mortgagee"), the owner and holder of the Note, as renewed, extended, modified and increased, has requested the undersigned to sell the Property described below; and

WHEREAS, the above named Trustee and any previously appointed Substitute Trustee(s) was removed in accordance with the Deed of Trust and the Mortgagee designated and appointed **Ted L. Walker, 125 Main Street, PO Box 62, Jasper, Texas 75951**, as Substitute Trustee to enforce the Trust.

NOW, THEREFORE, pursuant to the authority conferred upon me by the Deed of Trust, I hereby give notice that I will sell the Property described below at public auction to the highest bidder, for cash, on **Tuesday, May 4, 2021**. The earliest time at which the sale will occur shall be at **2:00 o'clock p.m.** and it may take place not later than 3:30 p.m. The sale shall take place **in the foyer at the south entrance to the Waller County Courthouse located at 836 Austin St, Hempstead, Texas 77445**, which has been designated as the area

for foreclosure sales to take place; or if the preceding area is no longer the designated area, at the area most recently designated by the Waller County Commissioner's Court as the area for foreclosures to take place. This conveyance will be made subject to any exceptions referenced in the Deed of Trust, if any, to the extent the same are still in effect and shall not cover any part of the Property that has been released from the liens of the Deed of Trust. The Property that will be sold at the foreclosure sale includes the following:

Property: LOT FIVE (5), BLOCK TWO (2), FINAL PLAT OF FAIR WEATHER FIELD, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 1233, PAGE 701, OFFICIAL RECORDS OF WALLER COUNTY, TEXAS TOGETHER WITH ALL RIGHT, TITLE, INTEREST, AND PRIVILEGES OF GRANTOR, WHETHER NOW OWNED OR HEREAFTER ACQUIRED IN AND TO: (i) THE REAL PROPERTY HEREIN DESCRIBED TOGETHER WITH ALL STREETS, WAYS, ROADS, ALLEYS, EASEMENTS, RIGHTS-OF-WAY, LICENSES, RIGHTS OF INGRESS AND EGRESS, VEHICLE PARKING RIGHTS AND PUBLIC PLACES, EXISTING OR PROPOSED, ABUTTING, ADJACENT, USED IN CONNECTION WITH OR PERTAINING TO SUCH REAL PROPERTY OR THE IMPROVEMENTS THEREON; (ii) ANY STRIPS OR GORES OF REAL PROPERTY BETWEEN SUCH REAL PROPERTY AND ABUTTING OR ADJACENT PROPERTY; (iii) ALL WATER AND UTILITY RIGHTS AND CAPACITY (INCLUDING WITHOUT LIMITATION, ANY AND ALL REIMBURSEMENT RIGHTS RELATING TO ANY UTILITIES), MINERAL AND MINERAL RIGHTS, TIMBER AND CROPS PERTAINING TO SUCH REAL PROPERTY; (iv) ALL APPURTENANCES AND ALL REVERSIONS AND REMAINDERS IN OR TO SUCH REAL PROPERTY; (v) ANY AND ALL BUILDING MATERIALS, FIXTURES, IMPROVEMENTS, EQUIPMENT, GOODS, PERSONAL PROPERTY AND OTHER PROPERTY DESCRIBED HEREIN; (vi) ALL PLANS AND SPECIFICATIONS, PERMITS AND LICENSES FOR DEVELOPMENT OF OR CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY; (vii) ALL CONTRACTS AND SUBCONTRACTS RELATING TO THE DEVELOPMENT OF OR CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY; AND (viii) ALL FRANCHISES, CERTIFICATES, AND OTHER RIGHTS AND PRIVILEGES OBTAINED IN CONNECTION WITH THE PROPERTY.

THE TERM "PROPERTY" INCLUDES THE REAL PROPERTY DESCRIBED ABOVE AND ALL BUILDINGS AND IMPROVEMENTS NOW EXISTING OR HEREAFTER CONSTRUCTED OR PLACED THEREON, INCLUSIVE OF, BUT NOT LIMITED TO, MANUFACTURED HOMES, AND ALL BUILDING MATERIAL, MACHINERY, APPARATUS, EQUIPMENT, INVENTORY, PERSONAL PROPERTY, APPLIANCES, AND FIXTURES, OF EVERY KIND AND NATURE, WHATSOEVER, NOW IN, A PART OF, AFFIXED TO, DELIVERED TO OR USED IN CONNECTION

WITH ANY SUCH IMPROVEMENTS, INCLUSIVE OF ALL GOODS WHICH ARE OR ARE TO BECOME FIXTURES, NOW OR HEREAFTER LOCATED IN OR ABOUT SUCH IMPROVEMENTS, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ALL HEATING, AIR CONDITIONING, VENTILATING, PLUMBING, ELECTRICAL FIXTURES AND WIRING, REPLACEMENTS THEREOF AND ADDITIONS THERETO

ACTIVE MILITARY SERVICE NOTICE

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE 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. To determine if you are entitled to and what protections may be afforded you under the Servicemembers Civil Relief Act, you may call the toll-free telephone numbers for Military One Source: From the United States: 1-800-342-9647. From outside the United States (where available): 1-800-342-6477. International collect: 484-530-5747.

THE SALE OF THE PROPERTY IS "AS-IS" AND "WHERE-IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE SUBSTITUTE TRUSTEE, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. THE SUBSTITUTE TRUSTEE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE COMPLIANCE WITH THE LAWS, RULES, AGREEMENTS OR SPECIFICATIONS, CONDITION, QUALITY, CAPACITY, A DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH ARE EXPRESSLY WAIVED BY PURCHASER.

Dated: April 9, 2021

/s/ Ted L. Walker

Ted L. Walker, Substitute Trustee

PO Box 62

Jasper, Texas 75951

Phone (409) 384-8899

Facsimile (409) 384-9899

Email twalker@walker-firm.com

R:\ALLEGIANCE BANK\60-66 Rest Stop\Foreclosure\May 4 STS\2021-04-09 NotSubTRSale.WallerCo.wpd

FILED AND RECORDED

Instrument Number: 21-013

Filing and Recording Date: 04/09/2021 02:53:17 PM Pages: 7 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.

Donna Jackson, Deputy

Returned To: