



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

## **NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

THE STATE OF TEXAS       §  
  §  
COUNTY OF WALLER       §

WHEREAS, on April 27, 2022, by instrument recorded under County Clerk's File No. **2205579** in the Real Property Records of Waller County, Texas, MODPOOLS REAL ESTATE INC., a Delaware corporation, executed a Deed of Trust ("**Security Instrument**") to Francisco Rivero, Trustee, covering the hereinafter described property, which Security Instrument was executed for the purpose of securing the payment of a certain indebtedness, more particularly described in the Security Instrument;

WHEREAS, AMERANT BANK, NATIONAL ASSOCIATION, a national banking association ("**Beneficiary**"), as owner and holder of the indebtedness secured by the Security Instrument and beneficiary thereunder, did on the 2<sup>nd</sup> day of May, 2024, appoint ROBERT R. WISNER or ALEX W. COHN, as Substitute Trustee under the Security Instrument;

**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.**

WHEREAS, pursuant to the requirements of the Security Instrument and/or the laws of the State of Texas, written notice by certified mail, return receipt requested, stating that MODPOOLS REAL ESTATE INC., a Delaware corporation (and all other persons liable on said indebtedness) were in default under the Security Instrument was given before the entire debt was due or notice of sale was given; and

WHEREAS, after default in the payment of the indebtedness described in the Security Instrument and pursuant to the specific provisions of the Security Instrument, Beneficiary has requested that the Security Instrument be enforced in accordance with the terms and provisions thereof;

NOW, THEREFORE, NOTICE IS GIVEN that I, the undersigned Substitute Trustee, will sell at public sale to the highest bidder or bidders for cash, at the area of the Waller County Courthouse in the City of Hempstead, Waller County, Texas, designated by the Waller County Commissioners Court pursuant to the order recorded in the Real Property Records of Waller County, Texas, at 1:00 pm or not later than three (3) hours after that time on Tuesday, June 4, 2024, the property described by the Security Instrument and more particularly described as follows:

**Tract 1:**

**All of Unrestricted Reserve "E", of FINAL PLAT OF WALLER INDUSTRIAL PARK, an addition in Waller County, Texas, according to the map or plat thereof recorded in Volume 1359, Page 251 of the Real Property Records of Waller County, Texas.**

**Tract 2:**

**A perpetual non-exclusive ten foot (10 ft) wide sewer easement over the Bettis Tract, as described by Sewer/Utility Easement Agreement dated April 24, 2000, filed of record May 02, 2000, in Volume 651, Page 376, Official Public Records of Waller County, Texas.**

**Tract 3:**

**A perpetual non-exclusive water line easement over the Bettis Tract, as described by Sewer/Utility Easement Agreement dated April 24, 2000, filed of record May 02, 2000, in Volume 651, Page 376, Official Public Records of Waller County, Texas.**

**Tract 4:**

**A perpetual non-exclusive storm water easement over the storm water easement area on the Bettis Tract, as described by Sewer/Utility Easement Agreement dated April 24, 2000, filed of record May 02, 2000, in Volume 651, Page 376, Official Public Records of Waller County, Texas, together with the interest of Beneficiary in the personal property located on, arising out of or connected directly or indirectly, with said real estate.**

The sale will be made subject to all matters which are prior to the Security Instrument, which affect title thereto, and which are a superior interest in and to the above described property. The sale shall not cover any property that has been released from the lien of the Security Instrument. As provided by *Texas Property Code* Section 51.009, the real property is being sold and will be acquired "as is" without any express or implied warranties, except as to warranties of title, and at the purchaser's own risk.

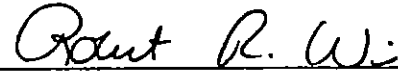
Prior to the foreclosure sale, Beneficiary may appoint another person as Substitute Trustee to conduct the sale. As provided by *Texas Property Code* Section 51.0076(a), the Substitute Trustee may set reasonable conditions for conducting the sale if the conditions are announced before the bidding is opened for the first sale of the day held by the Substitute Trustee.

As provided by *Texas Property Code* Section 51.0076(f), the purchase price for this sale will be due and payable without delay on acceptance of the bid or within such reasonable time as may be agreed upon by the purchaser and the Substitute Trustee if the purchaser makes such request for additional time to deliver the purchase price. In no event, however, will the additional time extend beyond 3:45 pm on the day of the sale. Since the terms of the sale will be for cash, on the day of sale, those desiring to purchase the property will need to demonstrate their ability to pay cash. The only cash equivalent that the Substitute Trustee will accept will be a cashier's check payable to the Beneficiary drawn on a reasonably acceptable federally insured financial institution having a physical presence in Houston or Harris County, Texas.

The Security Instrument permits Beneficiary to postpone, withdraw, or reschedule the sale for another day. In such case, I need not appear at the date, time and place of the scheduled sale to announce the postponement, withdrawal or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. Such reposting or refiling may be after the date originally scheduled for this sale.

**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.**

WITNESS MY HAND this 3<sup>rd</sup> day of May, 2024.

Handwritten signature of Robert R. Wisner in cursive script.

ROBERT R. WISNER  
Substitute Trustee

Address:  
1401 McKinney Street, 17<sup>th</sup> Floor  
Houston, Texas 77010

# FILED AND RECORDED

**Instrument Number: 24-048**

Filing and Recording Date: 05/08/2024 12:34:17 PM Pages: 4 Recording Fee: \$4.00

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,



A handwritten signature in black ink that reads "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.

Mariene Arranaga, Deputy

Returned To: