



TS No.: 2024-01263-TX
24-000947-673

Notice of [Substitute] Trustee 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.

1. Date, Time and Place of Sale.

Date: 12/03/2024

Time: The sale will begin at 01:00 PM or not later than three hours after that time

Place: Waller County, Texas at the following location: **THE FOYER AT THE SOUTH ENTRANCE OF THE COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE AS THE PLACE WHERE FORECLOSURE SALES ARE TO TAKE PLACE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS**

Property Address: 34923 LAKESIDE DRIVE, BROOKSHIRE, TX 77423

2. Terms of Sale: The sale will be conducted as a public auction to the highest bidder for cash. 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. Any conveyance of the property is subject to all matters of record affecting the property.

3. Instrument to be Foreclosed: The instrument to be foreclosed is the Deed of Trust or Contract Lien dated 06/16/2006 and recorded 06/22/2006 in Book 0966 Page 379 Document 604721, real property records of Waller County, Texas, with **JAMES CROCKETT JR, AN UNMARRIED PERSON** grantor(s) and **FIELDSTONE MORTGAGE COMPANY** as Lender, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** as Beneficiary.

4. Appointment of Substitute Trustee: In accordance with Texas Property Code Sec. 51.0076, the undersigned authorized agent for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

5. Obligation Secured: Deed of Trust or Contract Lien executed by **JAMES CROCKETT JR, AN UNMARRIED PERSON**, securing the payment of the indebtedness in the original principal amount of \$93,560.00, and obligations therein described including but not limited to the promissory note; and all modifications, renewals and extensions of the promissory note. **HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE OF THE FIELDSTONE MORTGAGE INVESTMENT TRUST, SERIES 2006-3** is the current mortgagee of the note and deed of trust or contract lien.

TS No.: 2024-01263-TX
24-000947-673

Notice of [Substitute] Trustee Sale

6. Default: A default has occurred in the payment of indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness.

7. Property to be sold: The property to be sold is described as follows:

LOT ONE (1), BLOCK ONE (1), OF LAKESIDE SUBDIVISION, SECTION ONE (1), A SUBDIVISION IN THE WILLIAM COOPER SURVEY, A-20, CITY OF BROOKSHIRE, WALLER COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 357, PAGE 219, DEED RECORDS, AS REVISED BY CORRECTION PLAT RECORDED IN VOLUME 370, PAGE 474, DEED RECORDS WALLER COUNTY, TEXAS.

8. Mortgage Servicer Information: 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 lien securing the property referenced above. **PHH Mortgage Corporation**, as Mortgage Servicer, is representing the current mortgagee, whose address is:

**C/O PHH Mortgage Corporation
PO BOX 24605
West Palm Beach, FL 33416-4605
Phone: 877-744-2506**

TS No.: 2024-01263-TX
24-000947-673

Notice of [Substitute] Trustee Sale

9. Limitation of Damages: If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's attorney.

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.

Date: 10/28/2024



Mark Bombick -- Attorney or Authorized Agent of The Mortgagee or Mortgage Servicer

C/O Power Default Services, Inc.
7730 Market Center Ave, Suite 100
El Paso, TX 79912
Telephone: 855-427-2204
Fax: 866-960-8298

For additional sale information visit: www.auction.com or (800) 280-2832

POWER DEFAULT SERVICES, INC. MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

I am _____, whose address is c/o AVT Title Services, L.L.C. 5177 Richmond Avenue, Suite 1230, Houston, TX 77056, I declare under penalty of perjury that on _____ I filed this Notice of Foreclosure Sale at the office of the Waller County Clerk and caused it to be posted at the location directed by the Waller County Commissioners Court.

Certificate of Posting

FILED AND RECORDED

Instrument Number: 24-083

Filing and Recording Date: 10/31/2024 04:31:25 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,



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: