



Notice of Substitute Trustee's 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.

Notice is hereby given that, subject to the terms and conditions set forth in this Notice, a public sale, at auction, of the Property (as that term is defined and described below) will be held at the date, time and place set forth in this Notice.

1. *Property to Be Sold.* The Property to be sold, including improvements (collectively, the "Property"), is described as follows:

Legal Description of the Property:

The South-Half (S/2) of Lot 04 & All of lot 05, Block 496, Town of Hempstead, Described in Volume 106, Page 306, of the Deed Records of Waller County, Texas.

Mailing Address of the Property:

2036 2nd St.
Hempstead, Texas 77445-7037

2. *Security Document Creating Lien That Is The Subject of Sale.*

Original Deed of Trust dated October 16, 2023, executed by Joel Hernandez and Monica Martinez Medel to Chris Dean Baughman, Trustee for the benefit of First Financial Bank, recorded in the Official Public Records of Waller County, Texas as Document No. 2312501 including all modifications, extensions, and renewals thereof (the "***Deed of Trust***")

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

Date: January 7, 2025

Time: The sale will begin no earlier than 1:00 p.m. or no later than three hours thereafter.

Place: AT THE FOYER AT THE SOUTH ENTRANCE TO THE COURTHOUSE in Waller County, Texas or as otherwise designated by the Waller County Commissioner's Court pursuant to Section 51.002 of the Texas Property Code.

The Beneficiary reserves the right to postpone, withdraw, or reschedule the sale for another day. In the event that the sale is postponed or rescheduled, notice of the date of any rescheduled Substitute Trustee's Sale will be reposted and re-filed in accordance with the posting and filing requirements of the Texas Property Code. The reposting or re-filing may be after the date originally scheduled for this sale.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash, subject to permitting the Beneficiary to have its bid(s) credited to the amounts owing under the terms of the Note (as hereafter described) that is secured by the Deed of Trust.

Those desiring to purchase the Property will need to demonstrate their immediate ability to pay by cash (which may be by cashier's check) at the time that 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 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. The sale shall not cover any part of the Property that has been released of public record from the lien of 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 Beneficiary has the right to direct the Trustee or Substitute 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" 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 undersigned, as Substitute Trustee, reserves the right to set reasonable conditions (in addition to the conditions set forth herein) 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 Substitute Trustee.

5. *Type of Sale.* The sale is a non-judicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted under the Deed of Trust.

6. *Obligations Secured.* The Deed of Trust dated October 16, 2023 including all extensions, modifications, and renewals thereof provides that it secures the payment of the indebtedness and obligations therein described including, but not limited to the Promissory Note in the original principal amount of \$270,000.00 made payable to the order of First Financial Bank. First Financial

Bank is the current owner and holder of the afore-mentioned Note and Deed of Trust and is the beneficiary identified therein.

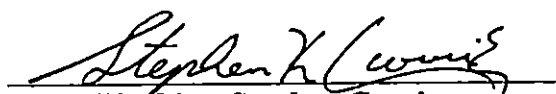
7. *Trustee/Substitute Trustee.* The undersigned has been appointed by the Beneficiary as Substitute Trustee under the terms of the Deed of Trust and may be referred to herein as either the "Trustee" or "Substitute Trustee".

8. *Default and Request to Act.* Default has occurred in the payment of indebtedness due under the afore-mentioned Note that is secured by the Deed of Trust. As a result, all of the unpaid balance of principal and accrued interest upon, the Note is now due and payable, along with all costs and expenses (including attorney's fees) that have been incurred by the Beneficiary and that are secured by the Deed of Trust. The Beneficiary has requested the Substitute Trustee under the Deed of Trust, to conduct this sale, the proceeds of such sale to be applied in accordance with the terms of the Deed of Trust. Notice is hereby given that before the sale, the Beneficiary may appoint another person substitute trustee to conduct the sale.

THEREFORE, at the date, time and place set forth above, the appointed Substitute Trustee will sell the Property (including any improvements) at public auction to the highest bidder for cash (subject to the right of the Beneficiary to have its bid(s) credited to the amounts due under the Note) pursuant to the terms of the Deed of Trust and applicable law.

Questions concerning the sale may be directed to the undersigned.

Dated: December 16, 2024.



**Kirby Hopkins, Stephen Currie,
and/or Marina Lovelace**
Hopkins Centrich
8701 New Trails, Suite 200
The Woodlands, Texas 77381
(281) 210-0140
hopkins@hopkinscentrich.com
scurrie@hopkinscentrich.com
mlovelace@hopkinscentrich.com

FILED AND RECORDED

Instrument Number: 24-101

Filing and Recording Date: 12/16/2024 02:34:04 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, reading "Debbie Hollan". The signature is fluid and cursive, written over a horizontal line.

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: