



TS#: 25-007730
LOAN TYPE: VA

NOTICE OF TRUSTEE'S FORECLOSURE 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. *Property to Be Sold.* The property to be sold is described as follows:

LOTS 2 AND 7, BLOCK 229, OF TOWN OF HEMPSTEAD, A SUBDIVISION IN WALLER COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 106, PAGE 306, OF THE DEED RECORDS OF WALLER COUNTY, TEXAS.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the deed of trust recorded on 01/02/2024 as instrument 2400075, in Book , Page , of the real property records of **WALLER County, TX.**

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

Dated: **08/05/2025**

Time: The sale will begin no earlier than 01:00 P.M. or no later than three hours thereafter.

Place **THE FOYER AT THE SOUTH ENTRANCE OF THE COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE** or an area designated by the County Commissioners Court

The Deed of Trust permits the Mortgagee to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the Deed of Trust need not appear at the date, time, and place of a 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. The reposting or refiled 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 the provisions of the Deed of Trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of

sale.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day 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 prior 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 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. 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 trustee reserves the right to set further reasonable conditions 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 trustee or any 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 by the Deed of Trust executed by

JOHN L MAXWELL JR, UNMARRIED MAN

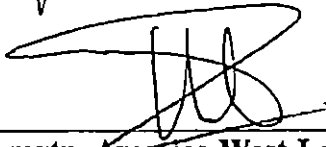
6. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of \$ **229,999.00**, and payable to the order of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR GUARANTEED RATE, INC., its successors and assigns**; (b) all renewals and extensions of the note, if applicable; (c) any and all present and future indebtednesses owed to **GUARANTEED RATE, INC.** who is the current owner and holder of the "Obligations" and is the current Mortgagee under the Deed of Trust.

Mortgage Servicing Information. ServiceMac, LLC, is acting as the Mortgage Servicer for **GUARANTEED RATE, INC.**, who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. ServiceMac, LLC, as Mortgage Servicer, is representing the Mortgagee whose address is: **GUARANTEED RATE, INC. C/O ServiceMac, LLC, 9726 Old Bailes Road, Suite 200, Indian Land, SC 29707.**

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 administer any resulting foreclosure of the property securing the above-reference loan.

7. Default and Request to Act. Default has occurred under the Deed of Trust, and the Mortgagee has requested me, as **Kirk Schwartz, America West Lender Services (AWEST), DeeAnn Gregory, Megan Randle, Robert Randle or Ebbie Murphy** to conduct this sale. Notice is given that before the sale the Mortgagee may appoint another person substitute trustee to conduct the sale.

Date: 6/18/25



**Kirk Schwartz, America West Lender Services (AWEST), DeeAnn Gregory, Megan Randle,
Robert Randle or Ebbie Murphy**
C/O America West Lender Services
5404 Cypress Center Drive, Suite 300
Tampa, FL 33609
844-693-4761
Fax : 877-317-0475

FILED AND RECORDED

Instrument Number: 25-060

Filing and Recording Date: 06/18/2025 03:23:05 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: