

**NOTICE OF ACCELERATION AND NOTICE OF 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.

DEED OF TRUST INFORMATION:

Date: July 29, 2010
Grantor(s): Daniel R. Schild, joined herein pro forma by his wife, Mandy M. Schild
Original Mortgagee: Mortgage Electronic Registration Systems, Inc. ("MERS"), as nominee for Interlinc Mortgage, Inc., its successors and assigns
Original Principal: \$96,224.00
Recording Information: Book 1219, Page 330
Property County: Waller
Property: See "Exhibit A"
Property Address: 27362 Rice Road
Hockley, TX 77447

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: Bank of America N.A.
Mortgage Servicer: Shellpoint Mortgage Servicing
Mortgage Servicer: 75 Beattie Place
Address: Greenville, SC 29601

SALE INFORMATION:

Date of Sale: October 6, 2026
Time of Sale: 1:00 PM or within three hours thereafter.
Place of Sale: In the foyer at the south entrance to the Waller County Courthouse, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioners Court.
Substitute Trustee: Agency Sales and Posting, LLC, and Padgett Law Group, any to act
Substitute Trustee Address: 546 Silicon Dr., Suite 103, Southlake, TX 76092

APPOINTMENT OF SUBSTITUTE TRUSTEE:

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.

The undersigned is the attorney for the mortgagee and/or mortgage servicer, and in such capacity does hereby remove the original trustee and all successor substitute trustees under the above-described Deed of Trust and appoints in their place, any to act, those substitute trustees identified in the SALE INFORMATION section of this notice, whose address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092 as Substitute Trustee, who shall hereafter exercise all powers and duties to set aside the said original trustee under said Deed of Trust, and further does hereby request, authorize, and instruct said Substitute Trustees to conduct and direct the execution of remedies set aside to the beneficiary therein.

WHEREAS, the above-named Grantor(s) previously conveyed the above-described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared, such default was reported to not have been cured, and all sums secured by such Deed of Trust are declared immediately due and payable.

WHEREAS, the original Trustee and any previously appointed Substitute Trustee under said Deed of Trust has been hereby removed and the herein described Substitute Trustees, have been appointed as Substitute Trustees and authorized by the Mortgage Servicer to enforce the power of sale granted in the Deed of Trust; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note is hereby accelerated, and all sums secured by the Deed of Trust are declared to be immediately due and payable.
2. The herein appointed Substitute Trustees, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. *The Financial Crimes Enforcement Network ("FinCEN"), a bureau of the U.S. Department of Treasury, now requires the collection, certification and reporting of certain information relating to non-financed transfers of real property to legal entities and/or trusts, which such information the successful bidder(s) shall be expected to provide to the auctioneer at the time of the subject sale. Interested bidders with questions regarding the necessary information to be provided are hereby directed, generally, to FinCEN's website and, more specifically to the FinCEN Real Estate Report located in the forms bank thereof.*
4. This sale shall be subject to any legal impediments to the sale of the Property to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien imposed by the Deed of Trust.
5. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for the particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be sold "AS-IS", purchaser's will buy the property "at the purchaser's own risk" and "at his peril" and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interest of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.
6. 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, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.

Pjmes

Padgett Law Group, LLC

CERTIFICATE OF POSTING

My name is Pete Florez, and my address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on 7-30-26, I filed at the office of the Waller County Clerk to be posted at the Waller County courthouse this notice of sale.

Declarant's Name: Pete Florez

Date: 7-30-26

Padgett Law Group
546 Silicon Dr., Suite 103, Southlake, TX 76092
(850) 422-2520

WITNESS MY HAND this 30th day of July, 2026.
Pete Florez

EXHIBIT "A"

Being a 4.06 acre parcel (called 3.96 acres) being Lot 26 (except the east 55.00 feet) of the Kickapoo Hills Subdivision as recorded in Volume 198, Page 377 of the Deed Records of Waller County, Texas in the Evans Corner and the BSH & C RR Surveys and being the same land as conveyed to The Estate of Betty D. Orender and being more particularly described by metes and bounds as follows with all bearing being referenced to the south right of way of Rice Road called 60.00 feet wide as per recorded plat:

Beginning at a 5/8 inch found in the south right of way line of Rice Road being 60.00 foot wide marking the northeast corner of Lot 25, the northwest corner of said Lot 26 and being the northwest corner of the herein described parcel of land for the POINT OF BEGINNING;

THENCE, North 89° 55' 00" East, along the south right of way of said Rice Road, the north line of the said Lot 26 and the north line of the herein described parcel, a distance of 344.40 feet to a 1 inch iron pipe found at a fence corner marking the northwest corner of a called 5.00 acre tract (being the east 55.00 feet of Lot 26 and all of Lot 27) as conveyed to Royce and Sandra Wilson as recorded in Volume 296, Page 518 of the Deed Records of Waller County, Texas and being the northeast corner of the herein described parcel of land;

THENCE, South 02° 52' 15" East (called South 01° 00' 00" East), along a fence line, the west line of the said 5.00 acre tract and the east line of the herein described parcel, a distance of 501.03 feet (called 500.00 feet) to a 1 inch iron pipe found in the south line of the said Kickapoo Hills Subdivision at a fence corner marking the southwest corner of the said 5.00 acre tract and the southeast corner of the herein described parcel of land;

THENCE, South 89° 59' 02" West (called South 89° 55' 00" West), along a fence line, the south line of said Kickapoo Hills Subdivision and the south line of the herein described parcel, passing at a distance of 16.76 feet the called for west line of the said 5.00 acre tract and the east corner of the called 3.96 acre tract continuing for a total distance of 362.69 feet (called 345.00 feet) to a 1 inch iron rod marking the southeast corner of said Lot 25 and the southwest corner of the herein described parcel of land;

THENCE, North 00° 46' 48" West (called North 01° 00' 00" West), along a fence line, the east line of said Lot 25 and the west line of the herein described parcel a distance of 500.05 feet (called 500.00 feet) to a found 5/8 inch iron rod marking the northeast corner of said Lot 25, the northwest corner of Lot 26 and the northwest corner of the herein described parcel of land and being the POINT OF BEGINNING and containing 4.06 acres of land.

RECORDED'S MEMORANDUM
All or parts of the text on this
page was not clearly legible for
satisfactory recordation.

FILED AND RECORDED

Instrument Number: 26-094

Filing and Recording Date: 07/30/2026 03:00:31 PM Pages: 5 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

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 Arrañaga, Deputy

Returned To: