

## APPOINTMENT OF SUBSTITUTE TRUSTEE 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. *Property to Be Sold.* The property to be sold is described as follows:

**Lot 9, Block 3, of ALTA VISTA ADDITION, SECTION 1, a subdivision in Waller County, Texas, according to the map or plat thereof recorded in Volume 144, Page 164 of the Deed Records of Waller County, Texas.**

**Commonly known as: 200 Pine Street, Prairie View, Texas 77445.**

2. *Instrument to Be Foreclosed.* The instrument to be foreclosed is: Deed of Trust dated June 30, 2022, recorded on July 5, 2022, under instrument/document number 2208921, Waller County, Texas official public real property records, (hereinafter, the "Deed of Trust"), which Deed of Trust and reference is hereby made for all purposes, wherein Aire Management, Inc., as grantor, conveyed to Steven S. Newsom, as Trustee, for the benefit of Advanta IRA Services, LLC FBO Cynthia K. Gostenhofer IRA #8007659 (as to an undivided 61.18% interest) and Eric C. Gostenhofer (as to an undivided 38.82% interest), as Beneficiary, all of the herein described property in Waller County, Texas, to secure the payment of one certain Note dated June 30, 2022 ("Note"), in the principal amount of \$170,000.00, executed by Aire Management, Inc. ("Borrower") and payable to the order of Advanta IRA Services, LLC FBO Cynthia K. Gostenhofer IRA #8007659 (as to an undivided 61.18% interest) and Eric C. Gostenhofer (as to an undivided 38.82% interest) ("Lender"), being more particularly described in the Deed of Trust.

*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 the Note.

*Appointment of Substitute Trustee.* Lender, the current owner and holder of the Obligations and beneficiary under the Deed of Trust, appointed Christopher S. Conry, 6445 FM 1463 Rd. Ste. 160-187, Katy, Texas 77494, (972)510-7124; chris@conrylaw.com, and/or **JIM MILLS, SUSAN MILLS, GEORGE HAWTHORNE, ED HENDERSON, MARLENE ZOGRAFOS, ANDREW MILLS-MIDDLEBROOK**, to act as Substitute Trustee ("Substitute Trustee"), to succeed to all title, powers, and duties of the original trustee, upon the contingency and in the manner authorized by the Deed of Trust, and hereby requests said Substitute Trustee to sell the property described in the Deed of Trust as provided therein. Questions concerning the sale may be directed to the beneficiary or the undersigned Substitute Trustee.

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

Date: **Tuesday, May 7, 2024**

**Time:** The sale will begin no earlier than 10:00 A.M. or no later than three hours thereafter. The sale will be completed by no later than 4:00 P.M.

**Place:** Waller County Courthouse, Texas, at the following location: 836 Austin Street, Hempstead, Texas 77445 at the foyer at the South entrance of the Waller County Courthouse, Waller County, Texas, or the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a deed of trust or other contract lien pursuant to Section 51.002 of the Texas Property Code, or as designated by the county commissioners.

The deed of trust permits the beneficiary 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 refiling 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 their bid immediately in cash if their bid is accepted.

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.

**THE SALE OF THE PROPERTY IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY SUBSTITUTE TRUSTEE, EXPRESS, IMPLIED STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED, NEITHER LENDER NOR SUBSTITUTE TRUSTEE MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COMPLIANCE WITH LAWS, RULES, AGREEMENTS, OR SPECIFICATIONS NOR WITH**

**RESPECT TO CONDITION, QUALITY, CAPACITY, DESIGN, OPERATION, ABSENCE OR ANY LATENT DEFECTS OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH SHALL BE EXPRESSLY WAIVED BY PURCHASER.**

5. *Type of Sale.* The sale is a nonjudicial deed-of-trust foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust or security instrument referenced herein. The real property and personal property, if any, encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

6. *Default and Request to Act.* Default has occurred under the deed of trust, Lender has demanded payment of the Note by Borrower and has declared the entire principal indebtedness, with interest accrued thereon, in addition to all other sums secured by the Deed of Trust, immediately due and payable. Lender has requested that the Substitute Trustee exercise and enforce the power of sale set forth in the Deed of Trust for the purpose of collecting the indebtedness set forth therein after giving notice of the time, place and terms of said sale and the property to be sold, pursuant to the Deed of Trust and the laws of the State of Texas. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

The Deed of Trust permits the Beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee or the 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 reposed 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.

NOTICE IS GIVEN that, except to the extent that Substitute Trustee may bind and obligate Mortgagors to warrant title to the Property under the terms of the Deed of Trust, conveyance of the Property shall be made without any representations or warranties whatsoever, express or implied.

If Substitute Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to Substitute Trustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against Mortgagor, Mortgagee, or the Mortgagee's Attorneys.

**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 LENDER.**

EXECUTED on this date <u>April 10, 2024.</u>  <u>/s/Christopher S. Conry</u> Christopher S. Conry, Substitute Trustee	Conry Law, PLLC 6445 FM 1463 Road, Suite 160-187 Katy, Texas 77494 (972)510-7124 chris@conrylaw.com
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# FILED AND RECORDED

**Instrument Number: 24-040**

Filing and Recording Date: 04/15/2024 08:05:54 AM 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 cursive script 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.

Jenifer Deutrich, Deputy

Returned To: