

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: 07/07/2015

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

Place: THE FOYER AT THE SOUTH ENTRANCE TO THE COURTHOUSE
OR AS DESIGNATED BY THE COUNTY COMMISSIONERS

Property Address: 1734 Wild Mustang Canyon Lane, Katy, TX 77493

2. Terms of Sale: Cash

3. Instrument to be Foreclosed: The instrument to be foreclosed is the deed of trust or Contract Lien dated 08/17/2006 and recorded 08/25/2006 in Document 606616 real property records of Waller county Texas, with Michael Rogers and Flora Rogers, Husband and Wife grantor(s) and Fieldstone Mortgage Company, a Corporation, as Lender, Mortgage Electronic Registration Systems, Inc., as Beneficiary .

4. Appointment of Substitute Trustee: The undersigned has been appointed Substitute Trustee in the place of said original Trustee, upon the contingency and in the manner authorized by the above referenced Deed of Trust.

5. Obligation Secured: Deed of Trust of Contract Lien executed by Michael Rogers and Flora Rogers, Husband and Wife securing the payment of the indebtedness in the original principal amount of \$ 342,426.00, 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 the deed of trust or contract lien.

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.



Notice of [Substitute] Trustee Sale

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

LOT FOUR (4), BLOCK ONE (1), OF REMINGTON TRAILS, SECTION FOUR (4), A SUBDIVISION IN WALLER COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 0658, PAGE 398 OF THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS

8. Mortgage Servicer Information: The Mortgage Service 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. Ocwen Loan Servicing, LLC, as Mortgage Servicer, is representing the current mortgagee, whose address is:

**C/O Ocwen Loan Servicing, LLC
1661 Worthington Rd., Suite 100
West Palm Beach, FL 33409
Phone: 561-682-8900**

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.


Patricia Poston or Nick Poston or Megan Randle-Bender, Substitute Trustee

**C/O Power Default Services, Inc.
Northpark Town Center
1000 Abernathy Rd NE; Bldg 400, Suite 200
Atlanta, GA 30328
Telephone: 855-427-2204
Fax: 866-960-8298**

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.

FILED AND RECORDED

Instrument Number: 15-050

Filing and Recording Date: 06/15/2015 02:46:07 PM Pages: 2 Recording Fee: \$5.00

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.

Kim Imhoff, Deputy

Returned To: