



## Notice of Trustee's Sale

You are hereby notified that on Tuesday, May 2, 2017, between the hours of 1:00 P.M. and 4:00 P.M. at the courthouse door located at 836 Austin Street, in the city of Hempstead, county of Waller, state of Texas, 77445, I, the undersigned, will sell at public auction to the highest bidder for cash the following real property:

A 14.294 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE D. J. WHITE SURVEY, A-66, WALLER COUNTY, TEXAS AND BEING A PART OF A CERTAIN 60.496 ACRE TRACT OF LAND, KNOWN AS TRACT 1, AS DESCRIBED IN A DEED FROM EMIL FRANKLIN CHRISTOPHER ET UX, LUCILLE, TO THE VETERAN LAND BOARD OF THE STATE OF TEXAS BY DEED DATED AUGUST 22, 1959, AND RECORDED IN VOLUME 158, PAGE 287, OF THE DEED RECORDS OF WALLER COUNTY, TEXAS.

The address or other common designation of this real property is:

None

This sale will be made to satisfy the debt evidenced by the following described promissory note:

Date: October 22, 2007

Original Amount: \$140,750.00

Maker: Max Soliz

Original Maturity Date: November 1, 2037

Extended Maturity: December 17, 2039

payable to the Order of Stephen Kent, Trustee of the Stephen Kent Living Trust as payee, and secured by and pursuant to the power of sale conferred in the deed of trust dated.

The Deed of Trust was executed by you as Grantor to Stephen Kent on October 22, 2007, and then was amended and re-filed of record on May 24, 2014 under Waller County Clerk's file no. 1601423, securing payment of a Promissory Note in the original principal sum of \$140,750.00. Stephen N. Kent, Trustee of the Stephen N. Kent Living Trust has requested me, the undersigned, to enforce this trust by selling the real property because you are in default in the payment of the note described in the Deed of Trust. The Deed of Trust further secures the payment of property taxes on your behalf, in the amount of \$3,554.94 as well as attorneys' fees and expenses. Your debt has been accelerated, and the entire unpaid balance of your note is now due and payable. The sum due under the Promissory Note is

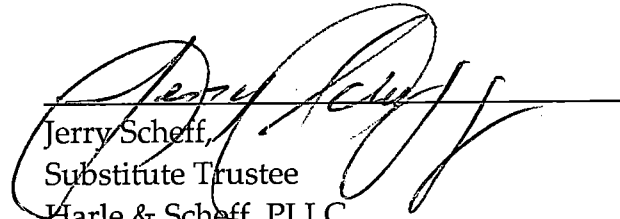
now \$147,330.00, and your total secured obligation is \$150,884.94.

Following discovery of undisclosed encumbrances upon the Property, foreclosure of the Deed of Trust is further undertaken pursuant to provisions of Texas Property Code §51.006, as you agreed could be undertaken in executing the Warranty Deed in Lieu of Foreclosure pursuant to the provisions of the provision of the Warranty Deed in Lieu of Foreclosure that you executed on November 29, 2016.

**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.**

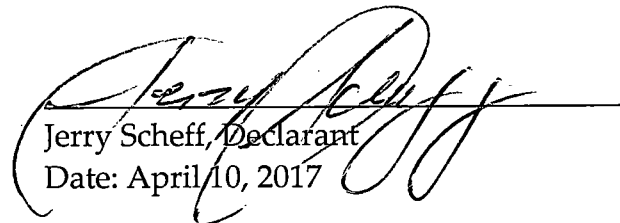
The beneficiary of the Deed of Trust appointed and substituted me, the undersigned, as trustee under the Deed of Trust by a substitution dated March 28, 2017. As substitute trustee, I am vested with and succeed to all the powers and duties given to the original trustee.

Dated: April 10, 2017

  
Jerry Scheff,  
Substitute Trustee  
Harle & Scheff, PLLC  
212 East Main Street  
Bellville, Texas 77418

### Certificate of Posting

My name is Jerry Scheff, and my address is 212 East Main Street, Bellville, TX 77418. I declare under penalty of perjury that on April, 2017 I filed at the office of the Waller County Clerk and caused this notice of sale to be posted at the Waller County Courthouse.

  
Jerry Scheff, Declarant  
Date: April 10, 2017

## FILED AND RECORDED

**Instrument Number: 17-038**

Filing and Recording Date: 04/10/2017 11:27:58 AM Pages: 3 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*

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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.

Stephanie Tompkins, Deputy

Returned To: