

NOTICE OF FORECLOSURE SALE

May 9, 2024

DEED OF TRUST ("DEED OF TRUST"):

Dated: July 24, 2023

Grantor: RWHS LLC

Trustee: Matt L. Janner

Lender: SCF Jake, LP

Recorded in: File No. 2023035027 of the real property records of Galveston County, Texas

Legal Description: The North Thirty-five (35) feet of Lot Eight (8) and the North Thirty-five (35) feet of the East Twenty-one (21) feet Four (4) inches of Lot Nine (9), in the Southeast Block of Outlot 34, in the City and County of Galveston, Texas, TOGETHER WITH ALL BUILDINGS, IMPROVEMENTS, AND FIXTURES THEREON.

Secures: Real Estate Lien Note ("Note") in the original principal amount of \$275,000.00, executed by RWHS LLC ("Borrower") and payable to the order of the Lender

Guaranty: The Note is guaranteed by a Guaranty Agreement dated July 24, 2023, and executed by Joseph Davis in favor of Lender

Substitute Trustees and

Trustees' Address: Patricia Poston, Nick Poston, David Poston, and Chris Poston c/o Stibbs & Co., P.C., 831 Crossbridge Drive, Spring, Texas 77373

FORECLOSURE SALE:

Date: June 04, 2024

Time: 1pm – 4pm

Place: Galveston County Courthouse, Texas, at the following location: 722 Moody (21st St.) Galveston, Texas 77551 THE FIRST FLOOR LOBBY OF THE GALVESTON COUNTY COURTHOUSE or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioners Court, pursuant to section 51.002 of the Texas Property Code.

Terms of Sale: The sale will be conducted at a public auction to the highest bidder for cash. Pursuant to the deed of trust, the Mortgagee has the right to direct the Substitute 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.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner, and holder of the Note, has requested the Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and § 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien an/or security interest of the Deed of Trust by Lender. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold **"AS IS," without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the Substitute Trustee.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILIARY 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.



SUBSTITUTE TRUSTEE

Patricia Poston, Nick Poston, David Poston, and
Chris Poston c/o Stibbs & Co., P.C., 831
Crossbridge Drive, Spring, Texas 77373

FILED

Instrument Number: *FILED2024000574*

Filing Fee: 2.00

Number Of Pages: 3

Filing Date: 05/09/2024 9:16AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*