

NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

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. Sender is: Codilis & Moody, P.C., 20405 State Highway 249, Suite 170, Houston, TX 77070

INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION

Deed of Trust dated August 16, 2021 and recorded under Clerk's File No RP-2021-468014, in the real property records of HARRIS County Texas, with Nestor A Cardozo Castellano and Rosario Quintero Utrera, husband and wife as Grantor(s) and Mortgage Electronic Registration Systems, Inc, as beneficiary, as nominee for Nations Reliable Lending, LLC, its successors and assigns as Original Mortgagee

Deed of Trust executed by Nestor A Cardozo Castellano and Rosario Quintero Utrera, husband and wife securing payment of the indebtedness in the original principal amount of \$191,468 00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by Nestor A Cardozo Castellano NewRez LLC is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien

The Mortgage Servicer 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 property securing the above referenced loan Shellpoint Mortgage Servicing is acting as the Mortgage Servicer for the Mortgagee Shellpoint Mortgage Servicing, is representing the Mortgagee, whose address is 75 Beattie Place, Suite 300, Greenville, SC 29601

Legal Description:

BEING THE SOUTHWESTERLY 34.50' OF LOT 23, AND THE NORTHEASTERLY 10.80' OF LOT 24, BLOCK 3, SUGARBERRY PLACE PHASE 2, AN ADDITION TO THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF, RECORDED IN FILM CODE NO. 476139, MAP RECORDS OF HARRIS COUNTY, TEXAS, SAME BEING THAT TRACT OF LAND CONVEYED TO RAMON E RESTREPO AND MARIA E RESTREPO, BY DEED RECORDED IN INSTRUMENT NO. RP-2016-512511, OFFICIAL PUBLIC RECORDS OF HARRIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

SALE INFORMATION

Date of Sale: 11/03/2026

Earliest Time Sale Will Begin: 10:00 AM

Location of Sale: The place of the sale shall be: HARRIS County Courthouse, Texas at the following location Magnolia South Ballroom inside the Bayou City Event Center or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioners Court

TERMS OF SALE

A default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust



The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust Pursuant to the Deed of Trust, the mortgagee 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.

The sale will begin at the earliest time stated above, or within three (3) hours after that time 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

STRICT COMPLIANCE WITH FINCEN RULES AND REGULATIONS IS REQUIRED FOR PURCHASE OF THE PROPERTY AT THIS SALE. A FORECLOSURE DEED WILL NOT ISSUE WITHOUT SUCCESSFUL BIDDER PROVIDING ALL INFORMATION NECESSARY FOR STRICT COMPLIANCE WITH FINCEN.

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.

WHEREAS, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I **HEREBY APPOINT AND DESIGNATE** Jeff Leva, Sandy Dasigenis, Patricia Poston, Megan L. Randle, Ebbie Murphy, Steve Leva, Auction.com, LLC, or Codilis & Moody, P.C., as Substitute Trustee.

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is
Codilis & Moody, P C
20405 State Highway 249, Suite 170
Houston, TX 77070
(281) 925-5200

Executed on 08/25/2026

/s/ Will Morphis SBOT No 24131905, Attorney at Law
Codilis & Moody, P C
20405 State Highway 249, Suite 170
Houston, TX 77070
(281) 925-5200

Posted and filed by _____

Printed Name _____

C&M No 44-26-03510

EXHIBIT "A"

Being the Southwesterly 34.50' of Lot 23, and the Northeasterly 10.80' of Lot 24, Block 3, SUGARBERRY PLACE PHASE 2, an Addition to the City of Tomball, Harris County, Texas, according to the Plat thereof, recorded in Film Code No. 476139, Map Records of Harris County, Texas, same being that tract of land conveyed to Ramon E. Restrepo and Maria E. Restrepo, by deed recorded in Instrument No. RP-2016-512511, Official Public Records of Harris County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" set for corner, said corner being the South corner of that tract of land conveyed to American Home Buyer, LTD. a Texas Limited Partnership, by deed recorded in Instrument Number RP-2018-110000, Official Public Records of Harris County, Texas, and being along the Northwest line of Berrypatch Lane (28 foot private right-of-way);

THENCE South 45 degrees 06 minutes 06 seconds West, along the Northwest line of said Berrypatch Lane, a distance of 45.30 feet to an "X" found for corner, said corner being the East corner of a tract of land conveyed to Michae McFee, by deed recorded in Instrument Number RP-2017-50335, Official Public Records of Harris County, Texas;

THENCE North 45 degrees 12 minutes 23 seconds West, along the Northeast line of said McFee tract, a distance of 110.27 feet to a 5/8 inch iron rod found for corner, said corner being the North corner of said McFee tract, and being along the Southeast line of Lot 1, of said Sugarberry Place Phase 2;

THENCE North 45 degrees 06 minutes 06 seconds East, along the Southeast line of said Lot 1, passing at a distance of 3.30 feet to a 1/2 inch iron rod found on-line for reference, and continuing a total distance of 45.30 feet to a 1/2 inch iron rod set stamped "CBG Surveying" for corner, said corner being along the Southeast line of Lot 2, of said Sugarberry Place Phase 2, and being the West corner of said American Home Buyer, LTD. tract;

THENCE South 45 degrees 12 minutes 23 seconds East, along the Southwest line of said American Home Buyer, LTD. tract, a distance of 110.27 feet to the POINT OF BEGINNING and containing 4,995 square feet or 0.11 acres of land.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.