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# NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S 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.**

## DEED OF TRUST INFORMATION:

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| Date: | **October 14, 2021** |
| Grantor(s): | **JOEL BROWN, A SINGLE PERSON** |
| Original Mortgagee: | **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR LOANDEPOT.COM, LLC, its successors and assigns** |
| Original Principal: | **$80,000.00** |
| Recording Information: | **RP-2021-651440** |
| Property County: | **Harris** |
| Property: | **Lot Thirty-Seven (37), in Block Three (3), of Rushwood, Section Five (5), an addition in Harris County, Texas, according to the map or Plat Thereof recorded in Volume 290, Page 26 of the Map Records of Harris County, Texas.** |
| Property Address: | **11610 Birch Run Lane<br>Houston, TX 77067** |

## MORTGAGE SERVICING INFORMATION:

**The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.**

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|---|---|
| Current Mortgagee: | **SELENE FINANCE, LP** |
| Mortgage Servicer: | **Selene Finance LP** |
| Mortgage Servicer Address: | **3501 Olympus Boulevard<br>5th Floor, Suite 500<br>Dallas, TX 75019** |

## SALE INFORMATION:

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|---|---|
| Date of Sale: | **November 3, 2026** |
| Time of Sale: | **10:00 AM or within three hours thereafter.** |
| Place of Sale: | **At the Magnolia South Ballroom of the Bayou City Event Center located at 9401 Knight Road, Houston, TX 77045 or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court** |
| Substitute Trustee: | **Steve Leva, Sandy Dasigenis, Jeff Leva, Covius Servicing and Capital Markets Solutions, and Padgett Law Group, any to act** |
| Substitute Trustee Address: | **546 Silicon Dr., Suite 103, Southlake, TX 76092** |

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**APPOINTMENT OF SUBSTITUTE TRUSTEE:**

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.

The undersigned is the attorney for the mortgagee and/or mortgage servicer, and in such capacity does hereby remove the original trustee and all successor substitute trustees under the above-described Deed of Trust and appoints in their place, any to act, those substitute trustees identified in the SALE INFORMATION section of this notice, whose address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092 as Substitute Trustee, who shall hereafter exercise all powers and duties to set aside the said original trustee under said Deed of Trust, and further does hereby request, authorize, and instruct said Substitute Trustees to conduct and direct the execution of remedies set aside to the beneficiary therein.

WHEREAS, the above-named Grantor(s) previously conveyed the above-described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared, such default was reported to not have been cured, and all sums secured by such Deed of Trust are declared immediately due and payable.

WHEREAS, the original Trustee and any previously appointed Substitute Trustee under said Deed of Trust has been hereby removed and the herein described Substitute Trustees, have been appointed as Substitute Trustees and authorized by the Mortgage Servicer to enforce the power of sale granted in the Deed of Trust; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note is hereby accelerated, and all sums secured by the Deed of Trust are declared to be immediately due and payable.
2. The herein appointed Substitute Trustees, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. *The Financial Crimes Enforcement Network ("FinCEN"), a bureau of the U.S. Department of Treasury, now requires the collection, certification and reporting of certain information relating to non-financed transfers of real property to legal entities and/or trusts, which such information the successful bidder(s) shall be expected to provide to the auctioneer at the time of the subject sale. Interested bidders with questions regarding the necessary information to be provided are hereby directed, generally, to FinCEN's website and, more specifically to the FinCEN Real Estate Report located in the forms bank thereof.*
4. This sale shall be subject to any legal impediments to the sale of the Property to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien imposed by the Deed of Trust.
5. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for the particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be sold "AS-IS", purchaser's will buy the property "at the purchaser's own risk" and "at his peril" and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interest of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.



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6. 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, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.

Pjmez

Padgett Law Group, LLC

**CERTIFICATE OF POSTING**

My name is Jeff Leva, and my address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on 10/1/2026, I filed at the office of the Harris County Clerk to be posted at the Harris County courthouse this notice of sale.

Declarant's Name: Jeff Leva

Date: 10/1/2026

Padgett Law Group
546 Silicon Dr., Suite 103, Southlake, TX 76092
(850) 422-2520

WITNESS MY HAND this _____ day of _____, _____.

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