

BDF 10972123

TS#: TX2600295754

LOAN TYPE: Conventional

NOTICE OF TRUSTEE'S FORECLOSURE 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. *Property to Be Sold.* The property to be sold is described as follows:

LOT 15, BLOCK 3, OF BRECKENRIDGE EAST, SEC. 2, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 704564, MAP RECORDS OF HARRIS COUNTY, TEXAS.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the deed of trust recorded as instrument RP-2024-243277, of the real property records of **HARRIS County, TX.**

3. *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Dated: 11/03/2026

Time: The sale will begin no earlier than 10:00 A.M. or no later than three hours thereafter.

Place **BAYOU CITY EVENT CENTER LOCATED AT 9401 KNIGHT ROAD, HOUSTON, TEXAS 77045 IN THE MAGNOLIA SOUTH BALLROOM AS DEPICTED IN EXHIBIT B OF THE COMMISSION'S COURT ORDER..**

The Deed of Trust permits the Mortgagee to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the Deed of Trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold.

The 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 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. The sale shall not cover any part of the property that has been released of public record from the lien of the deed of trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the Deed of Trust, the beneficiary 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

Pursuant to Section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

Please be advised that the trustee will require any entity or trust bidder at this trustee's sale to provide beneficial ownership information, documentation, and written certification as required under FinCEN's Anti-Money Laundering Regulations for Residential Real Estate Transfers, effective for transfers to covered transferees closing on or after March 1, 2026. This requirement applies where the purchaser is a legal entity (including an LLC, corporation, or partnership) or a trust, and the transfer is not financed by an institutional lender subject to existing anti-money laundering requirements. The required information and certification must be provided to the trustee prior to issuance of the trustee's deed upon sale. No trustee's deed will be issued for a covered transfer until all required FinCEN information has been received and certified. Additional information regarding these regulations and required transferee disclosures can be found at: <https://www.fincen.gov/rre> and <https://www.fincen.gov/rre-faqs>

5. Type of Sale. The sale is a non-judicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by

HAIRO ALEXANDER AVILES VALDEZ AND AMARILY DAYANARA ARIAS GARCIA, A MARRIED COUPLE

6. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of \$ **280,250.00**, and payable to the order of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")**,

AS BENEFICIARY, AS NOMINEE FOR EAST WEST BANK, its successors and assigns; (b) all renewals and extensions of the note, if applicable; (c) any and all present and future indebtednesses owed to EAST WEST BANK who is the current owner and holder of the "Obligations" and is the current Mortgagee under the Deed of Trust.

Questions concerning the sale may be directed to the undersigned or to the mortgagee, EAST WEST BANK c/o Jeff Elliott, Barrett, Daffin, Frappier, Turner & Engel, LLP at 866-429-5179, 4795 Regent Blvd, Mail Code 1011-F, Irving, TX, 75063.

Mortgage Servicing Information. 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 Sec. 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. East West Bank as Mortgage Servicer, is representing the current mortgagee whose address is: 9300 Flair Drive 3rd Floor, El Monte, CA 91731.

7. Default and Request to Act. Default has occurred under the Deed of Trust, and the Mortgagee has requested me, as Jeff Elliott, Barrett, Daffin, Frappier, Turner & Engel, LLP, to conduct this sale. Notice is given that before the sale the Mortgagee may appoint another person substitute trustee to conduct the sale.

Date:

09/28/2026

Jeff Elliott

Jeff Elliott, Barrett, Daffin, Frappier, Turner & Engel, LLP

4795 Regent Blvd, Mail Code 1011-F
Irving, TX 75063
Telephone: 866-429-5179
Fax: 714-824-4994

NOTICE OF SALE FORECLOSURE FORM

Instructions: Submit this form to the County Clerk in which the foreclosure is taking place.

Date this form is submitted to County clerk _____

Is this property residential real property? (Yes/No) Yes

Zip code of the property for which the Notice of Sale is filed **77373**

This form is being used to memorialize the filing of a Notice of Sale related to the foreclosure of residential real property in connection with the notices required by Tex. Prop. Code, 51.002.

Ref: **TX2600295754**

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