## Trustee's Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS 

\$ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS 
\$

WHEREAS, RAPHAEL YONKO ("Mortgagor", whether one or more), executed and delivered to BRET A. SCHULTE, Trustee, that certain DEED OF TRUST – Wraparound ("Deed of Trust") dated January 17, 2023, recorded January 18, 2023 at Clerk's file number RP-2023-18507, of the Official Public Records of Harris County, Texas, in order to secure the payment of certain indebtedness described therein, including, but not limited to, that certain promissory note (the "Note") in the original sum of \$360,000.00, executed by Mortgagor and payable to the order of JMB HOMES TOTAL SOLUTIONS LLC, as therein provided, which Deed of Trust covers all the property described therein (the "Property"), including, but not limited to, the following described property, to-wit:

Lot Twenty-Six (26), Block Two (2) of MERRYLANDS, SEC 1, an Addition in Harris County, Texas, according to the Map or Plat thereof recorded in Film Code No. 687051 of the Map Records of Harris County, Texas, including all personal property secured by the security agreement included in the Deed of Trust.

WHEREAS, it is provided in the Deed of Trust that failure to make any of the payments required in the Note as the same became due and payable, or failure to keep and perform any or all of the other covenants and conditions of the Deed of Trust, shall, at the option of the legal or equitable owner or holder of the Note, mature the whole of the Note, whereupon, at the request of Trustee, or such Trustee's successors, shall enforce the Deed of Trust by selling the Property in accordance with the provisions of the Deed of Trust, all as more fully set out in the Deed of Trust; and

WHEREAS, Mortgagor failed to make the payments required in the Note or failed to keep or perform the covenants and conditions contained in the Deed of Trust and the legal owner and holder of the Note declared the Note immediately and fully due and payable; and requested the Trustee to sell the Property, all according to law and in accordance with the provisions of the Deed of Trust; and

WHEREAS, to the best of the personal knowledge of the undersigned, and in compliance with the provisions and requirements of the Service members Civil Relief Act and other applicable law, after consultation with said JMB HOMES TOTAL SOLUTIONS LLC, the owners and holders of the indebtedness secured by such Deed of Trust none of the obligors of the note were on active duty in any branch of the armed services of the United States of America within six (6) months prior to the foreclosure, nor deceased, nor under a legal disability; and

WHEREAS, Notice of Default and Right to Cure was served by certified mail, return receipt requested on each debtor of each Note by depositing a notice, enclosed in a postpaid wrapper, properly addressed to each such debtor at the most recent address shown by the records of the holder of the Note, in a post office or official depository under the care and custody of the United States Postal Service at least twenty (20) days prior to acceleration of the debt and sending of notice of the proposed Trustee's Sale; and

WHEREAS, the Property was advertised for sale, and written notices of sale were posted, filed and served in accordance with the terms of the Deed of Trust and in compliance with the law of the State of Texas pertaining to sales of real estate made under powers conferred by any deed of trust or other contract lien, the Property having been advertised for sale by posting a written Notice of Trustee's Sale (the "Notice") in the lobby of the Harris County Family Law Center at 1115 Congress St., Houston, Texas, being the area designated by the Commissioners Court of Harris County, Texas pursuant to Section 51.002 of the Texas Property Code and by filing a copy of the Notice in the office of the County Clerk of Harris County, Texas, at least twenty-one (21) days preceding the date of the sale; and

WHEREAS, Notice was served by certified mail, return receipt requested on each debtor of the Note by depositing a notice, enclosed in a postpaid wrapper, properly addressed to each such debtor at the most recent address shown by the records of the holder of the Note, in a post office or official depository under the care and custody of the United States Postal Service at least twenty-one (21) days preceding the date of sale, and each Notice stated that the Property was to be sold at public auction at Bayou City Event Center and Bayou City Event Center Pavilion at 9401 Knight Road, Houston Texas 77045 pursuant to

Section 51.002 of the Texas Property Code, on Tuesday, September 3, 2024, between the hours of 10:00 a.m. and 4:00p.m.; and

WHEREAS, I, the said Trustee, did, between the hours of ten o'clock A.M. and four o'clock P.M. and beginning not earlier than 11:00 AM, or not later than three hours thereafter, on Tuesday, September 3, 2024 for which sale was advertised, offered the Property for sale at public venue at the designated place of such County, pursuant to Section 51.002 of the Texas Property Code as amended; and

WHEREAS, at the sale, said JMB HOMES TOTAL SOLUTIONS LLC, whose address is 23627 Cansfield Way, Katy, TX 77494 (hereinafter referred to as "Grantee") bid for said Property the sum of \$364,285.02, (which payment, in accordance with applicable law and the terms of the Deed of Trust, was made by crediting the Purchase Price against amounts due on or with respect to the indebtedness secured by the Deed of Trust), which was the highest bid and best offer therefore, whereupon said Property was sold at 1:23 p.m. for said sum to the said Grantee in accordance with the terms and provisions of said Deed of Trust; and WHEREAS, all prerequisites required by law and/or by said Deed of Trust have been duly satisfied by the beneficiary therein and by said Trustee.

NOW, THERFORE, KNOW ALL MEN BY THESE PRESENTS: That I, the said Trustee, named and appointed under the terms of said Deed of Trust, subject to any prior liens, the right of rescission contained in section 51.016 of the Texas Property Code, and other exceptions to conveyance and warranty in the Deed of Trust, acting herein under and by virtue of the power conferred upon me by the said Deed of Trust, and in accordance with the laws of the State of Texas, for and in consideration of the sum bid as foresaid, which amount has been applied in accordance with the terms of said Deed of Trust on the indebtedness secured by it, has BARGAINED, SOLD and CONVEYED and by these presents does hereby BARGAIN, SELL and CONVEY unto the said Grantee all of the Property, together with all improvements thereon.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, interests, privileges and appurtenances thereto in any wise belonging unto Grantee, Grantee's heirs, successors and assigns forever, in fee simple, and I, the said Trustee, acting in the capacity and manner aforesaid, by virtue of the power vested in me under the terms of said Deed of Trust, without any liabilities whatsoever on the Trustee personally, does hereby bind and obligate the Mortgagor and Mortgagor's heirs, successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

The warranty of title herein made, if any, is made solely on behalf of Mortgagor and Mortgagor's heirs, executors, administrators and successors; and except for the above warranty of title, if any, on behalf of Mortgagor and Mortgagor's heirs, executors, administrators and successors, THIS DEED AND CONVEYANCE IS MADE AND ACCEPTED WITHOUT ANY WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, CONDITION, HABITABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OR FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY, AND ALL OTHER WARRANTIES WHATSOEVER), by the Trustee, any owner or holder of the Note or any other person or entity whatsoever.

TRUSTEE HAS NOT MADE, AND DOES NOT MAKE, ANY REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PERSONAL PROPERTY, AND THE PERSONAL PROPERTY IS SOLD TO BUYER "AS IS, WHERE IS, AND WITH ALL FAULTS." THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THIS DISPOSITION OF PERSONAL PROPERTY.

Trustee, being over the age of eighteen (18) years and duly sworn, on oath affirms that the statements contained above are true to the best of his knowledge and belief.

WITNESS my hand this day, September 3, 2024.

THE STATE OF TEXAS \$
COUNTY OF HARRIS \$

This instrument was acknowledged before me on this 3rd of September 2024, by **BRET** A. SCHULTE, TRUSTEE.

JENNIFER BUI
Netary Public, State of Texas
Cemm. Expires 04-01-2025
Notary ID 133013638

NOTÁRY PUBLIC

RP-2024-324513
# Pages 3
09/04/2024 01:28 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$29.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.

OF HARRIS COUNTY, LIMBO & SINTY

Linishin Hudspelle COUNTY CLERK HARRIS COUNTY, TEXAS