A TEXAS-ONLY PRACTICE

Stop Foreclosure in *Texas.*

Your complete homeowner survival guide and ethical investor playbook for the twelve counties we cover.

BY *Joe Velez*

What Texas foreclosure law **actually allows** *— and how homeowners can use it to their advantage.*

01	02	03	04	05
BONUS REPORT	BONUS REPORT	BONUS REPORT	BONUS REPORT	BONUS REPORT
Equity Preservation	**REO Re-acquisition**	**Lease Options**	**Auction Investing**	**Wealth Rebuilding**

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EDUCATIONAL PURPOSE

This e-book is published by Texas Investor Solutions and is intended for general informational and educational purposes only. **It does not constitute legal, financial, or tax advice.** Every foreclosure situation is unique, and the strategies described here may not apply to your specific circumstances.

Texas foreclosure law and federal regulations change frequently. Always consult a licensed Texas real estate attorney, HUD-approved housing counselor, or qualified financial advisor before making decisions regarding your property or investments.

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What's *inside.*

Ten chapters covering the complete Texas foreclosure landscape, plus five supplemental reports and two reference appendices.

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Who this guide is for, *and how to use it.*

Foreclosure is one of the most stressful events a family can face. The notices, the phone calls, the uncertainty — it can feel like the walls are closing in.

Here's what most homeowners don't realize: Texas's foreclosure process moves faster than most states' — but the law also provides specific protections most homeowners never learn to use. The 21-day notice requirement under Property Code §51.002, the cure rights typically built into your deed of trust, federal protections under RESPA and TILA, and loss mitigation procedures required of most servicers all create windows of opportunity that disappear if you don't know they exist.

This guide was developed by Texas Investor Solutions to serve two distinct audiences:

AUDIENCE ONE

Distressed Homeowners

If you are behind on payments, have received a Notice of Default, or are days away from a trustee sale, this guide gives you the exact steps to explore every available option — from loan modifications to creative exit strategies that protect your equity and your credit as much as possible.

AUDIENCE TWO

Investors & Realtors

If you work with distressed properties or want to ethically help homeowners in crisis while building your portfolio, this guide teaches you the legal frameworks, negotiation strategies, and deal structures that create win-win outcomes for everyone involved.

The guide covers all 12 of our target counties — Tarrant, Dallas, Denton, Harris, Travis, El Paso (Primary) and Bexar, Parker, Williamson, Hays, Bell, and Comal (Secondary). Where procedures differ by county, we call that out explicitly.

HOW TO READ THIS GUIDE

If you are in immediate danger of foreclosure, go directly to Chapter 3. If you want to understand the full landscape first, read straight through. Investors should pay special attention to Chapters 7, 8, and 10, plus all five supplemental reports.

IMPORTANT — TEXAS TIMELINE

Texas uses a non-judicial foreclosure process. After acceleration of the loan, the trustee sale can occur as soon as **21 days from the date of the Notice of Sale** — among the fastest in the country. Do not wait. Start reading today.

How Texas foreclosure *really works.*

Beyond the legal notices and phone calls — what is actually happening, and why understanding it is the first step toward taking control.

Most homeowners first learn about foreclosure from a confusing letter or an unexpected phone call. Understanding the mechanics of the process is the first step toward navigating it from a position of clarity rather than panic.

The Texas non-judicial foreclosure timeline

Unlike many states that require a court order to foreclose, Texas uses a non-judicial process governed primarily by Texas Property Code §51.002. This makes Texas one of the fastest foreclosure states in the country — a critical fact every homeowner must understand.

STAGE	WHAT HAPPENS	TYPICAL TIMEFRAME
Missed Payments	Lender begins internal collection process; credit reporting begins.	Day 1–90
Notice of Default	Lender sends written notice of default and right to cure. Cure period is set by the loan instrument (often 20 or 30 days).	Typically 30–90 days into default
Notice of Sale	Lender files notice with county clerk and mails to borrower.	At least 21 days before sale
Sale Posting	Notice posted at courthouse and made available publicly.	21 days before sale date
Foreclosure Auction	Property sold at public auction on the first Tuesday of the month.	Sale date
Eviction (if needed)	New owner may file writ of possession if occupant remains.	After sale

What lenders actually *want*

Here's something most banks won't volunteer: lenders generally prefer not to foreclose. Foreclosure is expensive, time-consuming, and results in a non-performing asset on their books. Knowing this gives you negotiating power most homeowners don't realize they have.

- A foreclosed home often sells at auction for substantially less than market value — a direct loss for the lender.
- The legal and administrative costs of foreclosure are significant, frequently running into thousands of dollars per file.
- Banks must carry REO (Real Estate Owned) properties at fair value under accounting rules, often well below the original loan balance.
- Vacant properties deteriorate and attract vandalism, further eroding lender recovery.

> KEY INSIGHT
>
> Your lender has financial incentives to work with you on a solution — **if you know how to approach the conversation**. Chapter 4 covers exactly how to do that.

The role of your mortgage servicer

Many homeowners don't realize that the company collecting their mortgage payments (the **servicer**) is often different from the company that actually owns their loan (the **investor**). This distinction matters because servicers are frequently bound by guidelines from the loan investor — but also have discretion and escalation paths that most homeowners never access.

When you call your servicer, ask in writing who the current investor on your loan is. The answer determines which loss mitigation programs apply to you (Fannie Mae, Freddie Mac, FHA, VA, USDA, and private investors all have different guidelines). It also tells you whether your situation falls under standardized federal review criteria or under more discretionary private-investor rules.

Why understanding the timeline matters

Most loss mitigation options take 30 to 90 days to process — even when everything goes smoothly. Loan modifications routinely take longer. Short sales typically need 60 to 90 days from offer to closing. The Texas timeline is set by statute and your deed of trust, not by anyone's preferences.

If your trustee sale is 60+ days away, almost every door in this guide is open to you. If it's 30 days away, your options narrow. If it's inside two weeks, you're looking at last-resort options. The single most valuable thing you can do today is figure out exactly where on this timeline you sit, then act accordingly.

Your rights under *§51.002.*

Texas Property Code §51.002 is the foundational statute governing non-judicial foreclosures. Understanding your rights under this statute can mean the difference between losing your home and buying yourself critical time.

Right to written notice and cure

For residential property used as a homestead, Texas Property Code §51.002(d) requires the lender to provide written notice of the right to cure the default at least 20 days before sending a Notice of Sale. The substantive right to cure typically also derives from your deed of trust — most standard Texas deeds of trust contain a "Borrower's Right to Reinstate" clause specifying what payment will cure the default and how late in the process you can use it.

Because the cure right comes from both statute and contract, the exact terms — what amounts must be paid, where notice must be sent, how the cure must be tendered — depend on your specific deed of trust language. **Read your document carefully.** If anything is unclear, this is a question worth bringing to a Texas real estate attorney.

The 21-day Notice of Sale requirement

After the loan is accelerated, Texas Property Code §51.002 requires the lender to give at least 21 days written notice before a trustee sale. This notice must be filed with the county clerk, posted at the courthouse, and mailed to you at the address on file.

If proper notice is not given — wrong address, missing posting, untimely filing — there may be grounds to challenge the foreclosure. Procedural defects in §51.002 compliance are one of the most common bases for wrongful foreclosure claims in Texas.

Right to reinstatement up to *five days before sale*

Under most standard mortgage instruments in Texas, you have the right to reinstate (bring current) your loan up to **5 days before the scheduled trustee sale date**. Not 30 days, not 21 days. Five.

This matters because:

- Your lender is not required to remind you of this right.
- The "cure period" your servicer keeps mentioning is a different thing — it's the pre-acceleration window, not the pre-sale window.
- If you can pull together the arrears plus fees in those final days, the sale stops.

Find your deed of trust (it was recorded when you bought the home — your county clerk has a copy if you can't find yours). Look for the section titled something like "Borrower's Right to Reinstate." Read it. Make a note of what it actually says.

Federal consumer-protection rights

Beyond Texas state law, federal regulations give homeowners additional rights worth knowing about:

- **RESPA** (Real Estate Settlement Procedures Act) — your servicer must respond to written requests about your loan within specific timeframes (5 business days to acknowledge, 30 business days to substantively respond). See Chapter 3 for how to use this.
- **TILA** (Truth in Lending Act) — in limited circumstances, particularly involving certain refinances or home equity loans, may provide a right of rescission. Strict timing rules apply (15 U.S.C. § 1635).
- **FDCPA** (Fair Debt Collection Practices Act) — protects against abusive collection practices by third-party debt collectors.

If you believe your loan was originated through deceptive or predatory practices, or your servicer has materially failed to comply with federal consumer-protection law, consult a Texas consumer-protection attorney. Many offer free initial consultations and can evaluate whether any federal remedies apply to your specific situation.

Right to a sale in your county

The foreclosure sale must take place in the county where the property is located, on the first Tuesday of the month, between 10 AM and 4 PM. Sales held outside these parameters may be challengeable.

> TEXAS TIP — QUALIFIED WRITTEN REQUEST
>
> Request a complete loan payment history from your servicer in writing. Under RESPA, this is called a Qualified Written Request and your servicer must respond within 30 business days. Errors are common — misapplied payments, phantom fees, incorrect acceleration notices — and can sometimes invalidate the foreclosure process if discovered and challenged promptly.

When courts get involved

While Texas is a non-judicial foreclosure state, courts can and do become involved in certain situations. You may seek court intervention by filing for bankruptcy (see Chapter 5), bringing a wrongful foreclosure action, or alleging violations of the Texas Finance Code or federal consumer protection laws.

None of these are quick or inexpensive paths. But each is a real option, and each has stopped real foreclosures when the underlying facts supported the action.

The exact terms of your cure rights depend on your specific deed of trust language. Read your document carefully.

Immediate actions to *take right now.*

A step-by-step emergency response plan for homeowners facing foreclosure. If your trustee sale date is within 30 days, start with steps 1 through 4 today — not tomorrow.

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01 **Locate your mortgage documents.** Find your original promissory note, deed of trust, and all modification agreements. Know exactly who your servicer is, who the loan investor is (ask your servicer in writing), and your loan number. You will need these in every conversation going forward.

02 **Confirm your sale date.** Call your servicer and check your county clerk's office website to confirm whether a Notice of Trustee Sale has been filed. In Texas, you can often find this at your county's official property records portal. Appendix A lists all 12 target county courthouse contacts.

03 **Contact a HUD-approved housing counselor.** HUD-approved counselors provide free or low-cost guidance and can often facilitate conversations with your servicer on your behalf. Call **1-800-569-4287** or visit **hud.gov/findacounselor**. This is free — use it.

04 **Send a written request to your servicer.** Put everything in writing. Send a certified letter requesting a complete loan history, a payoff statement, and information about loss mitigation options. Under RESPA, your servicer must acknowledge your request within 5 business days and provide a substantive response within 30 business days.

05 **Evaluate your financial position honestly.** Can you realistically bring the loan current? Can you afford ongoing payments? Your honest answer shapes which strategy is right for you. Not every situation calls for fighting to keep the home — sometimes the best outcome is a strategic exit that preserves your credit and equity.

06 **Explore every loss mitigation option.** Before the sale, contact your servicer about: loan reinstatement, repayment plans, loan modification, forbearance agreements, short sale authorization, and deed in lieu of foreclosure. Federal servicing rules require most servicers to review loss mitigation applications before proceeding to sale.

07 **Consult a Texas real estate attorney.** Many attorneys offer free initial consultations. An attorney can review your documents for defects in the foreclosure process, RESPA or TILA violations, or other grounds to challenge or delay the sale. Even a 30-minute consultation can reveal options you didn't know existed.

> THE MAGIC WORDS
>
> When you call your servicer, ask to discuss **"loss mitigation options."** Those exact words trigger a different workflow than calling about a missed payment. They route you toward the team trained to find alternatives to foreclosure, not the team trained to collect.

What to gather *before* calling anyone

Every conversation about your foreclosure goes better when you have these documents within arm's reach:

— **Your loan number and servicer's loss mitigation phone line** (often different from the regular customer service number — check your monthly statement).

— **The most recent monthly statement** showing principal balance, payment history, and any fees that have been added.

— **Any written notices you have received** — Notice of Default, Notice of Acceleration, Notice of Trustee Sale.

— **Your deed of trust** — particularly the sections covering Borrower's Right to Reinstate, default and acceleration, and notice requirements.

— **Documentation of your hardship** — job loss letter, medical bills, divorce decree, death certificate. Servicers' loss mitigation programs require documented hardship; having it ready saves weeks.

— **Two months of recent bank statements and pay stubs** — required for almost any modification or short sale application.

How to document every conversation

Servicers handle thousands of files. Their notes are imperfect. Yours need to be excellent.

For every phone call: write down the date and time, the full name and employee ID of the person you spoke with, the substance of what was said, and any commitments or next steps. Follow up every meaningful phone conversation with a brief written summary sent to your servicer via certified mail or through their secure portal — "Confirming our conversation today, in which you stated X, and the next step is Y."

This sounds tedious. It is. It is also one of the most important habits a homeowner in default can develop. When something goes wrong — a missed deadline, a misapplied payment, a denied modification — your contemporaneous notes are often the only thing standing between your account of events and the servicer's.

Things to *never* do over the phone

Never agree verbally to anything that changes your payment behavior. Never authorize a servicer to take a payment without written confirmation of what is being applied where. Never accept a verbal promise of forbearance or modification — get it in writing before you change a single thing.

Servicers occasionally tell homeowners "stop making payments and we'll review you for a modification" — and then deny the modification while the missed payments push the loan further into default. Verbal instructions to stop paying have ended foreclosures that could have been avoided. Get every instruction in writing.

Negotiating with *your lender.*

Most homeowners approach their lender from a position of fear and desperation. Shifting that dynamic — even slightly — can dramatically improve your outcome.

Loss mitigation options explained

LOAN REINSTATEMENT

Bring the full past-due amount, fees, and costs current in a lump sum. Stops foreclosure immediately. Best option if you have access to funds through family, retirement accounts, or short-term borrowing.

REPAYMENT PLAN

Spread your past-due amounts over several months added to your regular payment. Servicers are often willing to negotiate 6–12 month repayment plans for borrowers with documented hardship. Less paperwork than a modification.

FORBEARANCE AGREEMENT

Temporary reduction or suspension of payments. Common after job loss, medical emergency, or natural disaster. Typically 3–12 months. Note that forborne amounts must eventually be repaid — usually as a lump sum at the end of the forbearance period or rolled into a subsequent modification.

LOAN MODIFICATION

Permanent change to loan terms — interest rate, term, or principal. Requires formal application and documentation. Can take 30–90 days. Servicers are typically required by their investors (Fannie Mae, Freddie Mac, FHA, VA) to evaluate loss mitigation alternatives under standardized criteria — request a full loss mitigation review.

SHORT SALE

Sell the home for less than the outstanding loan balance with lender approval. The lender forgives the deficiency (get this in writing). Less damaging to credit than foreclosure. Chapter 6 covers this in detail.

DEED IN LIEU OF FORECLOSURE

Voluntarily transfer the deed to the lender in exchange for forgiveness of the debt. Faster than foreclosure, less damaging to credit. **Critical:** Get the lender's waiver of deficiency in writing before transferring the deed. Texas does not automatically extinguish deficiency liability in a deed-in-lieu transfer — without an explicit waiver, the lender can still pursue you for the difference between the property's value and the loan balance.

The negotiation mindset

When you call your servicer, you are speaking with a customer service representative following a script. Your goal is to get escalated to a loss mitigation specialist or a relationship manager. A few practices make this much more likely:

- State that you are calling to **"discuss loss mitigation options"** — these exact words trigger a different workflow than complaining about a fee.
- Ask for the name and employee ID of every person you speak with. Write it down.
- Follow every phone conversation with a written summary sent via certified mail or your servicer's secure portal.
- Never agree to anything verbally. Always require written confirmation before changing any payment behavior.
- If you are denied, ask for the specific reason in writing and ask what documentation would change the decision.

Six options, in rough order of *credit outcome*

Most homeowners in default think they have two options: fight to keep the home, or lose it. The actual menu is wider. In rough order from "best credit outcome" to "worst":

01 **Reinstatement** — pay arrears and fees in a lump sum. Loan continues normally.

02 **Loan modification** — permanent change to your terms (rate, term, principal). 30–90 day process.

03 **Repayment plan** — past-due amounts spread over 6–12 months on top of regular payments.

04 **Forbearance** — temporary suspension or reduction of payments. Repaid later.

05 **Short sale** — sell the home for less than you owe; lender forgives the deficiency in writing.

06 **Deed in lieu** — voluntarily transfer the deed to the lender; deficiency waiver must be in writing.

Each option has eligibility requirements, tradeoffs, and tax consequences. None of them are right for everyone. The mistake we see most often isn't picking the wrong option — it's not knowing options 4, 5, and 6 exist until the trustee sale is two weeks away, when most of them are off the table.

> WHEN IN DOUBT — ESCALATE
>
> If your assigned loss mitigation specialist isn't moving your file or keeps requesting the same documents you've already sent, ask in writing for the contact information of their **supervisor** and the servicer's **executive complaint line**. Most servicers have an executive office that responds faster than the standard queue. The CFPB also accepts complaints at consumerfinance.gov, which compels a documented servicer response.

Legal tools to *pause or cancel* foreclosure.

When negotiation hasn't worked and the sale date is approaching, several legal tools can pause or stop the process. Each has costs as well as benefits.

Bankruptcy: the automatic stay

Filing for bankruptcy under Chapter 13 or Chapter 7 triggers an automatic stay — a federal court order that immediately halts all collection activity, including a pending trustee sale. The automatic stay takes effect the moment the bankruptcy petition is filed, even if the sale is hours away.

BEFORE YOU FILE — READ THIS PARAGRAPH

The automatic stay is powerful, but bankruptcy is a serious step with consequences that extend far beyond stopping a single foreclosure. A Chapter 13 case requires you to propose a 3–5 year repayment plan that you can **actually fund**; if the plan fails, the case is dismissed and you've spent thousands in fees with the foreclosure still pending.

Filing without a viable plan, or filing repeatedly, can result in the automatic stay being limited or denied entirely under 11 U.S.C. § 362(c)(3) — and courts can sanction a debtor who files in bad faith. Bankruptcy is the right tool for some homeowners and the wrong tool for others. **Always consult a Texas bankruptcy attorney before filing.** Most offer free initial consultations.

Chapter 13 vs. Chapter 7 — quick orientation

Chapter 13 is a reorganization. You propose a 3-to-5-year plan to pay your creditors (in whole or in part) from your income. For homeowners trying to keep a home in default, Chapter 13 can allow you to cure mortgage arrears over the plan period while staying current on regular payments going forward. If you have stable income and a clear path to affordability, Chapter 13 may be a viable tool.

Chapter 7 is a liquidation. It can discharge most unsecured debts, but generally does not provide a long-term mechanism to cure mortgage arrears. Chapter 7 typically delays foreclosure by 3–4 months but does not stop it unless underlying issues are resolved. For most homeowners trying to keep their home, Chapter 13 is the more relevant option.

Challenging foreclosure in court

Grounds for a judicial challenge in Texas include: lack of proper notice under §51.002, errors in the chain of title or assignment of the deed of trust, violations of federal consumer protection laws (TILA, RESPA, FDCPA), predatory lending practices, and lender failure to review a complete loss mitigation application before proceeding.

A successful challenge can result in a temporary restraining order halting the sale, which gives you time to pursue other remedies. TROs are not easy to obtain but are possible with the right facts and legal representation.

Other legal strategies worth knowing

QUIET TITLE ACTIONS

In rare cases involving genuine defects in your chain of title — broken assignment chains, missing endorsements on the promissory note, fraudulent recordings — a quiet title suit may be appropriate. These are litigation matters that require an experienced Texas real estate attorney and typically take 6–18 months. They are not a fast tool to stop an imminent foreclosure but can resolve underlying title issues that affect a lender's right to foreclose.

WRONGFUL FORECLOSURE CLAIMS

Available when the lender materially fails to comply with §51.002's notice and procedure requirements. These claims can sometimes be raised after a sale to challenge its validity, but the standards are demanding. The Texas Supreme Court has held that strict compliance with statutory requirements is required for valid non-judicial foreclosure — but proving non-compliance typically requires careful review of the lender's records.

FEDERAL REGULATORY COMPLAINTS

The Consumer Financial Protection Bureau accepts complaints about servicer conduct at **consumerfinance.gov**. Servicers are required to respond. While CFPB complaints are not a substitute for litigation, they create a documented record that becomes useful if other actions follow.

TEXAS ATTORNEY GENERAL COMPLAINTS

The Texas AG's office handles predatory lending complaints and has taken action against servicers violating state consumer protection laws. AG complaints are also free to file and create public-record documentation.

> **A NOTE ON LITIGATION TIMING**
>
> Litigation rarely moves fast enough to stop a trustee sale on its own. The most common pattern is: file a TRO request supported by a verified petition that identifies specific procedural defects or substantive claims; obtain a hearing on the TRO; if granted, the TRO halts the sale and gives you time to pursue underlying remedies. **This requires an experienced Texas real estate attorney** and the documentation to back the petition. Begin gathering that documentation early — long before the sale date.

What none of these do

None of these tools fix an underlying inability to afford the home. They can buy time, surface defects, force a more thorough loss mitigation review, or create leverage for a negotiated outcome — but if the math of the situation is fundamentally that you cannot afford the property, all of these tools delay rather than resolve. The strategic question is whether the time they buy lets you reach a better outcome (modification, short sale, refinance, recovery of income) than you would otherwise reach.

Short sales, deeds in lieu, *and graceful exits.*

When keeping the home is no longer the right outcome, the question becomes how to exit while protecting your equity, your credit, and your peace of mind.

Understanding the short sale process in Texas

A short sale allows you to sell your home for less than the outstanding mortgage balance, with the lender agreeing in advance to accept the proceeds as full satisfaction of the debt. In Texas, lenders must provide written approval before you list, and the approval letter should explicitly waive their right to pursue a deficiency judgment against you.

Steps to a successful Texas short sale

01 Contact your servicer's loss mitigation department and request short sale guidelines.

02 Hire an experienced Texas real estate agent familiar with distressed properties — short sales require specific experience, not general listing skills.

03 Price the home competitively to generate offers quickly. Stale listings die in short sales.

04 Submit the buyer's offer to the servicer along with your hardship letter, financial statements, and tax returns.

05 Approval typically takes 30–90 days. Stay in regular contact with the loss mitigation specialist assigned to your file.

06 At closing, ensure the approval letter's deficiency waiver language matches what's actually executed.

Deed in lieu of foreclosure

If you cannot sell the home in time, a deed in lieu allows you to transfer ownership to the lender voluntarily. The lender avoids the cost and time of foreclosure; you avoid the foreclosure on your credit history. Negotiate aggressively: seek a written waiver of deficiency, relocation assistance ("cash for keys"), and a specific credit reporting agreement (some lenders will report a deed in lieu less harshly than a foreclosure).

> CRITICAL — GET EVERY WAIVER IN WRITING
>
> Both short sales and deeds in lieu can leave you exposed to deficiency liability if the waiver isn't airtight. **Have a Texas real estate attorney review the lender's approval letter before you sign anything.** The attorney's review fee is small relative to the potential deficiency exposure.

Tax consequences worth understanding *before you sign*

Under federal tax law, forgiven mortgage debt is generally treated as taxable income to the borrower — meaning a short sale or deed in lieu that wipes out, say, $80,000 of debt could create $80,000 of taxable "income" the IRS expects you to report.

Various federal provisions have at times provided exclusions for forgiven principal-residence debt, most notably the **Mortgage Forgiveness Debt Relief Act**. Whether such an exclusion is currently in effect — and whether it applies to your specific transaction — depends on the law at the time of the discharge, your filing status, and the circumstances of the forgiveness. The exclusions have been extended, allowed to lapse, and re-extended multiple times over the past two decades.

Two other federal provisions can sometimes shield forgiven mortgage debt from taxation:

— **Insolvency exception.** If you were insolvent (your liabilities exceeded your assets) immediately before the discharge, some or all of the forgiven debt may be excluded under Internal Revenue Code §108. Insolvency calculations are technical and require a CPA.

— **Bankruptcy discharge.** Debt discharged in bankruptcy is generally not treated as taxable income.

Before completing any short sale or deed in lieu transaction, **consult a CPA familiar with mortgage-debt taxation**. The tax bill from a poorly-timed transaction can occasionally exceed what the homeowner saved on the deficiency.

Cash for keys and relocation assistance

Some lenders will pay homeowners to leave the property in good condition after a short sale or deed in lieu — sometimes $1,000 to $5,000 or more. This is called "cash for keys" or relocation assistance. It is negotiable. It is also not always offered unless you ask. If the lender wants the property cleared and undamaged, the cost of paying you a few thousand dollars is often less than the cost of cleanup, repair, and securing a vacant property.

If you are considering a deed in lieu or short sale, raise relocation assistance early in the negotiation, before you've signed the closing documents.

Get every waiver and concession in writing before you transfer anything.

Lease options & *creative financing.*

Strategies that preserve your occupancy and buy time to recover. These are powerful tools — and they require careful structure to be safe for both sides.

What is a lease option?

A lease option (also called a rent-to-own agreement) allows a buyer to lease your home with the option to purchase it at a predetermined price within a set timeframe. For distressed homeowners, a lease option can sometimes allow you to stay in the home as a tenant while an investor-buyer assumes payment responsibility or negotiates with the lender.

Subject-to transactions — what they are and what they really cost

In a subject-to transaction, an investor takes title to the property "subject to" the existing mortgage — the loan stays in your name, but the investor takes ownership and makes the payments. Done correctly, this can stop a foreclosure within days and preserve your credit by keeping the mortgage current.

CRITICAL FOR HOMEOWNERS

Because the loan remains in your name, three risks transfer with it:

First — if the investor stops making payments, the missed payments hit your credit and the lender can still foreclose against you.

Second — you remain liable on the note. If the lender suffers a deficiency, the suit names you, not the investor.

Third — almost every modern mortgage contains a "due-on-sale" clause that technically allows the lender to call the loan when title transfers. While rarely enforced, this risk also lands on you.

If you're considering a subject-to deal

Before signing anything, take these protective steps:

- **Verify the investor's payment-making capacity** in writing — bank statements, proof of reserves, references from other transactions.
- **Require third-party servicing or escrow** so payments are made automatically rather than depending on the investor's discipline.
- **Build monitoring rights into the agreement** so you can confirm payments are being made and intervene if they stop.
- **Have a Texas real estate attorney** — not the investor's attorney — review the contract on your behalf.

Subject-to deals can be a legitimate and useful tool when structured carefully, but the asymmetry of risk means homeowners should approach them with eyes open.

Contract for deed (land contract)

Less common in Texas but legally recognized, a contract for deed allows a buyer to purchase the property over time with the deed transferring only upon full payment. These are heavily regulated in Texas under Property Code §§ 5.061–5.085 — any agreement covering residential property with a term exceeding 180 days must comply with extensive seller disclosure and procedural requirements, including annual statements, default cure rights, and specific notice obligations.

For a distressed homeowner being offered a contract for deed structure, the regulatory complexity is itself a reason for caution. The protections in Chapter 5 of the Property Code are significant, but they only help if the contract complies with them.

Wraparound mortgages

A wraparound mortgage is a seller-financed arrangement in which the seller continues making payments on the underlying loan while the buyer makes payments to the seller at a higher interest rate. The differential spread is the seller's profit.

In Texas, wraparound mortgages and similar owner-financing arrangements are regulated under multiple overlapping frameworks: the **Dodd-Frank Wall Street Reform Act**, the **SAFE Act**, **Regulation Z** (under the Truth in Lending Act), and the Texas Property Code's executory contract provisions. The rules around who qualifies as a "loan originator," which exemptions apply, and what disclosures are required are highly technical.

> DO NOT ENTER WRAPAROUND DEALS WITHOUT SPECIALIZED COUNSEL
>
> The cost of getting the structure wrong can dwarf the deal economics. **Do not enter a wraparound transaction without a Texas real estate attorney experienced in owner-financing compliance.** Treat anyone who tells you "this is simple, sign here" as a warning sign.

When creative financing makes sense — and when it doesn't

Creative financing structures can produce excellent outcomes for homeowners in specific situations: a property with meaningful equity that can't be accessed through conventional channels in time, a homeowner who wants to preserve occupancy as a tenant, or a deal where conventional financing isn't an option for the buyer.

They are not appropriate for every situation. If you have time for a conventional sale, take it — the protections built into a normal real estate transaction are substantial. Creative financing trades simplicity for flexibility, and the risks of getting the documentation wrong land disproportionately on the homeowner who is already under pressure.

The honest test: *Would I do this deal if I weren't under foreclosure pressure?* If the answer is no, the time pressure is the only reason it looks attractive — and that's the worst reason to take on the additional risk.

The foreclosure auction *in Texas.*

What happens at the courthouse steps — and how to navigate it whether you're a homeowner trying to stop a sale or an investor evaluating one.

How the Texas trustee sale works

All Texas foreclosure auctions take place on the **first Tuesday of each month** between 10:00 AM and 4:00 PM at the courthouse designated in the Notice of Trustee Sale (typically the county courthouse). The auction is conducted by the appointed trustee, who reads the legal description and accepts bids in cash or cashier's check.

Each county runs its auction slightly differently — Tarrant County's auction is one of the largest in Texas with a typical first Tuesday volume of 80–150+ properties; Harris County (Houston) is similarly active; smaller counties like Hays or Comal may have ten or fewer. Confirm logistics with each county clerk's office before attending.

For homeowners — last-minute options

Even on auction day, it may not be too late to act. If you can reinstate the loan (pay all arrears and fees), you can stop the auction up to 5 days prior under most Texas deeds of trust. On auction day itself, only a full payoff will stop the sale — unless the trustee accepts a postponement, which requires the lender's consent.

Some lenders will postpone a sale for 30 days if a credible loss mitigation effort is underway. Postponements must be requested through the servicer's loss mitigation department, in writing, with documentation supporting the request. They are not guaranteed and are increasingly rare close to the sale date.

For investors — bidding at auction

Buying at the Texas foreclosure auction can yield significant discounts to retail value, but carries substantial risk. You buy the property "as-is" with no inspections, no title insurance at the time of purchase, and take subject to certain superior liens.

Three categories of liens deserve careful attention:

— **Property tax liens** are senior to most mortgage liens in Texas and typically *survive* the foreclosure sale. The winning bidder may be buying subject to unpaid property taxes that must be paid out of pocket.

— **HOA liens** may also survive depending on the situation and the recording sequence; some HOAs have statutory super-priority rights.

— **IRS tax liens** are generally extinguished by foreclosure of a senior mortgage lien, but the IRS retains a 120-day right of redemption under 26 U.S.C. § 7425. The IRS rarely exercises this right but it remains a theoretical risk.

Conduct thorough title research before bidding. Bonus Report #4 covers auction investing in detail.

Post-sale rights and redemption — *what Texas does and doesn't allow*

Texas has **no general statutory right of redemption** after a non-judicial mortgage foreclosure sale. Once the trustee's deed is delivered to the winning bidder, the sale is final and the former homeowner cannot reclaim the property by paying the bid amount plus interest.

Limited redemption rights exist for certain other types of foreclosure:

— **Property tax foreclosures** under Texas Tax Code §34.21 — 2 years for homestead and agricultural property, 6 months for other property types, with statutory premiums.

— **HOA foreclosures** under Texas Property Code §209.011 — 180 days for residential property, with payment of bid amount plus interest and certain costs.

If your foreclosure is on tax or HOA grounds rather than mortgage grounds, you may have redemption rights that don't apply to standard mortgage foreclosures. Consult a Texas real estate attorney to understand which framework governs your specific situation.

Deficiency suits after foreclosure

Following a non-judicial mortgage foreclosure, the lender has up to 2 years from the sale date to bring a deficiency suit against the borrower for any remaining balance after the auction proceeds are applied (Texas Civil Practice & Remedies Code §51.003).

Texas law provides a meaningful homeowner protection: under §51.003(b), the borrower can seek a fair market value determination of the property at the time of sale. If the property's fair market value exceeded the auction price, the borrower can offset the difference against any deficiency claim. This is an important right for borrowers facing post-foreclosure deficiency suits and is often underused.

If you're an investor attending an auction

Practical notes from courthouse experience:

— **Bring more cashier's check capacity than you think you need.** Most counties require payment in full on the day of sale.

— **Verify property tax status** with the county appraisal district before bidding.

— **Drive the property** — exterior only is fine; you cannot inspect the interior.

— **Calculate your maximum bid conservatively** based on after-repair value minus repair costs minus desired profit margin.

— **File the deed promptly** with the county clerk after winning, and order a title search to identify any outstanding liens.

> FOR THE HOMEOWNER READING THIS CHAPTER
>
> If you are a homeowner reading the auction chapter to understand what's about to happen at the courthouse — that's a good instinct. Knowing the process makes the Notice of Sale less abstract and the timeline more real. **If you're inside 21 days of your sale date and haven't yet engaged a HUD counselor or attorney, do that today.** The five-day reinstatement window in your deed of trust may still be available.

Rebuilding your credit *after foreclosure.*

The path back to financial stability — typically faster than people expect, and entirely achievable with a structured approach.

Understanding the credit impact

A foreclosure typically causes a credit score drop of 100–150 points and remains on your credit report for seven years. The impact is most severe in the first 12 months and diminishes significantly over time, especially with active credit-building practices.

Many people with a prior foreclosure qualify for a new FHA mortgage within 3 years of the foreclosure completion (sometimes sooner with documented extenuating circumstances). The path back is real and well-traveled.

Immediate steps after foreclosure

01 **Pull all three credit reports** (Equifax, Experian, TransUnion) at annualcreditreport.com — free once a year by federal law. Look specifically for the foreclosure entry and verify the reporting is accurate.

02 **Dispute any inaccuracies in writing.** Common errors include incorrect dates, multiple reportings of the same foreclosure, and balances that don't match the actual deficiency.

03 **Open a secured credit card and use it for small purchases paid in full monthly.** Payment history is 35% of your FICO score; a clean 12-month history on a secured card meaningfully rebuilds credit.

04 **Keep all other credit accounts current.** One missed payment after foreclosure compounds the damage substantially. Set up autopay on every account you keep.

05 **Build an emergency fund of 3–6 months of expenses** before seeking new credit. The next financial shock is what determines whether the recovery sticks.

FHA, conventional, VA, and USDA waiting periods

The standard waiting periods after foreclosure vary by loan type. These are based on current agency guidelines, but lender overlays vary and policies change — verify with a licensed loan officer for the most current rules:

— **FHA loans** — typically 3 years from foreclosure completion. Documented extenuating circumstances may reduce this.

— **Conventional (Fannie/Freddie)** — typically 7 years standard; 3 years with extenuating circumstances and minimum 10% down.

— **VA loans** — typically 2 years.

— **USDA loans** — typically 3 years.

Financial rebuilding strategies

The credit score is one indicator, but the deeper goal is rebuilding the financial foundation that protects you from a repeat experience. A few practices that compound over years:

— **Work with a HUD-approved credit counselor** to create a structured rebuilding plan. Free or low-cost; the structured framework matters more than any individual tactic.

— **Consider a credit builder loan from a credit union.** These loans hold the proceeds in a savings account while you make payments, building both savings and payment history simultaneously.

— **Monitor your scores monthly** through free services (Credit Karma, Experian, your card issuer's free tools). Watching progress is motivating and keeps you on track.

— **Resist the urge to apply for credit too quickly.** Hard inquiries hurt scores; multiple new accounts in the early rebuilding period look risky to underwriters.

The five-year arc

Recovery timelines vary by individual circumstances — a homeowner with significant remaining debt obligations or employment instability may need a longer arc. But for many people, the recovery follows a recognizable shape:

YEAR ONE — STABILIZE

Stabilize your housing situation. Build a 3-month emergency fund. Open and responsibly use 2–3 secured credit accounts. Dispute any errors in foreclosure reporting. Consult with a HUD-approved credit counselor to create your recovery roadmap.

YEARS TWO AND THREE — REBUILD

Your credit score should be recovering. Focus on savings and education. Continue clean payment history on all accounts. Begin researching the type of mortgage you'll eventually pursue (FHA, conventional, VA, USDA) so you understand the requirements ahead of time.

YEARS FOUR AND FIVE — REPOSITION

With a rebuilt credit profile and savings base, you may qualify for an FHA loan (3 years post-foreclosure with extenuating circumstances) or eventually a conventional loan. Your firsthand experience with the foreclosure process is now a significant body of practical knowledge — useful both personally and, if you choose, professionally.

Foreclosure is a financial setback, not a financial death sentence.

For investors — helping homeowners *ethically.*

Building a portfolio through compassionate, compliant transactions. The best deals are the ones where the homeowner is genuinely better off after the transaction than before.

The ethical framework

Texas Investor Solutions was built on a simple principle: **the homeowner should be genuinely better off after the transaction than before.** This is not just good ethics — it is good business. Homeowners who feel treated fairly do not file complaints, do not pursue legal action, and often send referrals.

Compliance requirements for investors

Texas has specific regulations governing investors who work with distressed homeowners. Three frameworks deserve particular attention:

TEXAS BUSINESS & COMMERCE CODE CHAPTER 21 — THE FORECLOSURE CONSULTANT STATUTE

If you are paid (or take any compensation) for services intended to "stop, postpone, or avoid" a foreclosure, this statute applies. It requires written contracts with specific cancellation rights, prohibits a list of practices including taking power of attorney from the homeowner and certain pre-payment fee arrangements, and carries significant civil and criminal penalties.

The statute is broad — covering pre-foreclosure outreach, certain advisory services, and many transactions structured to "rescue" homeowners from default. Anyone operating in this space must read the statute carefully and structure their agreements to comply.

TEXAS PROPERTY CODE §§ 5.061–5.085 — EXECUTORY CONTRACTS

Lease options with terms exceeding 180 days, contracts for deed, and similar arrangements covering residential property are treated as executory contracts and trigger substantial seller obligations including annual statements, default cure rights, and specific disclosure requirements.

THE DODD-FRANK ACT AND SAFE ACT — OWNER-FINANCING

Wraparound mortgages, contracts for deed, and other seller-financing arrangements are regulated under federal law. The "loan originator" definition is technical and the exemptions are narrow.

> **A NOTE ON LEGAL REVIEW**
>
> Always use a licensed title company for closings, provide all required disclosures, and have **every transaction template and individual deal reviewed by a Texas real estate attorney** experienced in distressed-property compliance. The cost of a thorough review is small relative to the cost of a Chapter 21 violation.

Building a deal pipeline in target counties

The 12 counties in our coverage area represent a robust market for pre-foreclosure investing. The most durable approach combines several channels:

— **County clerk relationships.** Notice of Trustee Sale filings are public records. Subscribe to or regularly review them across your target counties.

— **Real estate agent relationships** with Realtors who specialize in distressed properties and short sales.

— **HUD counselor and bankruptcy attorney referrals** — these professionals encounter homeowners who have exhausted the conventional options and may benefit from an investor solution.

— **Direct outreach** structured to comply with Chapter 21 and any applicable disclosure requirements. Direct mail to homeowners in default is a regulated activity in Texas; structure your campaigns accordingly.

Win-win deal structures

The best investor-homeowner transactions typically involve one of:

— **Purchasing the property at a fair discount** to current market value (not a predatory discount) — leaving the homeowner with proceeds and the investor with appropriate margin.

— **Subject-to transactions** that stop the foreclosure and preserve the homeowner's credit, structured with appropriate protective terms (third-party servicing, monitoring rights, exit provisions).

— **Lease-back arrangements** that allow the homeowner to remain as a tenant at fair-market rent.

— **Short sale facilitation** where the homeowner receives relocation assistance and the investor or end-buyer captures the discount.

What ethical conduct looks like in practice

Every offer to a homeowner should include:

— A written explanation of at least three alternatives (modification, short sale, listing with a Realtor) including ones that don't involve the investor.

— A clear disclosure of the homeowner's equity position and what they would realize through different channels.

— A contract with a meaningful inspection and cancellation period.

— Follow-through on whatever is promised at closing — relocation assistance, deficiency waivers, post-closing communications.

None of this slows down the deal meaningfully. All of it produces a homeowner who refers the next person in trouble — which, over a multi-year career, is worth more than any individual deal's marginal margin.

The best deals are ones where the homeowner is genuinely better off after the transaction than before.

BONUS REPORT 01

Preserving your equity *when foreclosure is unavoidable.*

Win-win exit strategies that can preserve your credit, eliminate your mortgage debt, and in some cases leave you with cash in hand.

Most homeowners in foreclosure believe their only options are (1) fight to keep the home or (2) lose everything. This bonus report describes a third path: a **strategic exit** that can protect your credit, eliminate your mortgage debt, and in some cases preserve a portion of your equity.

The key concept is *equity capture*. If your home has equity — even a modest amount — that equity can often be preserved through a properly structured transaction with an investor, a negotiated agreement with your lender, or a carefully managed sale.

Strategies covered

— **Short sale with negotiated relocation assistance** — sell the home at fair market value, eliminate the deficiency in writing, and negotiate cash for keys at closing.

— **Subject-to sale with structured protective terms** — transfer the property to an investor while protecting yourself with third-party servicing and monitoring rights.

— **Lease-back arrangement with repurchase option** — sell the home but remain as a tenant, with a contractual option to repurchase if your circumstances improve.

— **Cash for keys negotiation with the lender** — leverage the lender's preference for clean, undamaged property recovery into a relocation payment.

— **Equity-sharing arrangements** with an investor who purchases the property and shares upside on resale.

The critical factor — *timing*

Most of these options close faster when pursued 60–90 days before the trustee sale date. If you are reading this with 30 or fewer days remaining, focus on the fastest options: a cash-for-keys negotiation with the lender or a direct investor purchase.

The earlier you start, the more options remain open. By the final two weeks, the strategic exits narrow significantly — and the difference between a 90-day timeline and a 14-day timeline is often the difference between a recoverable outcome and a complete loss.

For investors helping homeowners in this position: the work you do in the first conversation — explaining alternatives honestly, including options that don't involve you — is what determines whether the homeowner trusts you with the second conversation.

BONUS REPORT 02

Re-acquiring property through *the REO market.*

After the bank takes a property at auction, it enters the lender's portfolio as a non-performing asset. This is where some of the most interesting opportunities exist.

Understanding REO economics

REO (Real Estate Owned) properties are properties that reverted to the lender at auction because no third-party bidder met the reserve. After a property enters REO status, the lender becomes a motivated seller: REO must be carried at fair value under accounting rules, generates no income, requires maintenance and insurance, and creates ongoing administrative cost. For a bank, an REO property is a problem to solve. For an investor with capital and patience, it can be an opportunity.

The post-auction REO pathway

After the bank takes ownership at auction, properties enter the lender's REO portfolio as non-performing assets. Banks are motivated sellers of REO, and their pricing typically reflects their accounting incentive to clear these assets quickly.

Working with an experienced agent or investor familiar with REO acquisition channels can sometimes lead to substantial discounts compared to the original loan balance — pursued openly, with full disclosure to the seller bank, and through a properly licensed agent or attorney. REO acquisition is a transparent, well-regulated market, not a strategy that depends on opacity.

Investor partnerships

An experienced investor purchases the property at auction or from the bank's REO portfolio, then either sells or leases it back to the original homeowner at a price both parties can support. The homeowner regains occupancy or ownership; the investor earns a return.

For this kind of arrangement to be both legal and ethical, the structure must be transparent: the investor's role is disclosed to the seller bank, the homeowner's involvement (if any) is disclosed in writing, and the deal is documented through a licensed title company with attorney review on both sides.

A NOTE ON UNDISCLOSED ARRANGEMENTS

Any arrangement where a homeowner attempts to repurchase their own foreclosed property through an undisclosed third-party bidder at auction can implicate auction fraud and lender deception. **The legitimate pathway is the open REO market with full disclosure** — that distinction is the line between a legal transaction and a problematic one.

The REO market is large, active, and accessible. Working through it openly is the right way to capture the discount opportunity it represents.

BONUS REPORT 03

Lease options for *Texas homeowners.*

Protect your equity, avoid eviction, and regain stability through creative lease structures — when they're the right tool for the situation.

A lease option is one of the most flexible tools in the distressed homeowner's arsenal. Properly structured, it can allow you to remain in your home, buy time to improve your financial situation, and retain a path to repurchasing the property.

Key elements of a Texas lease option

- **The option fee** — typically 1–5% of purchase price. Whether it credits toward the eventual purchase, partially credits, or is forfeited if the option isn't exercised depends entirely on contract terms negotiated up front.
- **The monthly lease payment** — at or slightly above market rent for the property.
- **The option term** — typically 1 to 3 years.
- **The purchase price** — set at or slightly above current market value, sometimes with an adjustment formula tied to appraisal at the time of exercise.
- **The option exercise mechanism** — written notice within a defined window, with specified financing requirements and closing logistics.

Texas-specific requirements

Lease option agreements with terms exceeding 180 days are treated as **executory contracts** under Texas Property Code §§ 5.061–5.085 and trigger significant seller disclosure and procedural requirements, including:

- Annual accounting statements to the buyer.
- Title condition disclosure.
- Insurance and tax responsibility disclosure.
- Specific default cure rights for the buyer.
- Recording requirements.

Failure to comply with these requirements can result in the buyer having additional remedies, including potential rescission of the contract. Both sides of a Texas lease option transaction need experienced legal counsel.

The investor perspective

Lease options can create a pipeline of motivated buyers, reduce vacancy risk, attract tenants who treat the property like owners, and provide above-market returns through the option fee and purchase price appreciation. The challenge is the regulatory complexity — getting the executory contract requirements wrong can flip the economics of the deal entirely.

BONUS REPORT 04

Buying at the *Texas foreclosure auction.*

A practical guide to courthouse-step investing across all 12 target counties — what to do before, during, and after the sale.

The Texas foreclosure auction — conducted on the first Tuesday of every month — represents one of the few remaining opportunities to acquire real estate at meaningful discounts to retail value. It also requires preparation, discipline, and risk management that exceed what most casual investors realize.

Pre-auction research is essential

For each property you're considering, you should:

— **Pull a title search.** Many title companies offer preliminary searches for investors. Identify any liens, judgments, or other encumbrances.

— **Verify the property tax status** with the county appraisal district. Property taxes are senior to most mortgage liens and survive foreclosure.

— **Drive by the property** to assess condition. You cannot inspect interior; exterior assessment is your only signal.

— **Estimate repair costs conservatively.** Budget more than you think necessary; surprise costs at this stage destroy returns.

— **Determine after-repair value (ARV)** using comparable sales from MLS or county records.

— **Calculate your maximum bid** as ARV minus repairs minus desired profit minus contingency.

County-specific procedures

Each of our 12 target counties conducts its auction slightly differently. Some use a single location at the main courthouse; others use a designated outdoor area. Tarrant County's auction is one of the largest in Texas with typical first-Tuesday volumes of 80–150+ properties. Harris County (Houston) is similarly active. Smaller counties like Hays or Comal have far fewer properties but also less competition. Confirm logistics with each county clerk's office before attending.

Post-auction logistics

The winning bidder typically must pay in full on auction day with cash or cashier's check made payable to the trustee. The trustee delivers a Substitute Trustee's Deed within a few days. File the deed with the county clerk immediately and order a title search to identify any outstanding liens that survived the foreclosure (property taxes, certain HOA liens, etc.).

Have a plan for the property before you bid: rent, rehab and resell, hold for appreciation, or wholesale to another investor. Auction acquisitions where the buyer figures out the exit strategy after the sale tend to underperform significantly.

BONUS REPORT 05

Rebuilding wealth *after foreclosure.*

A structured five-year framework for full financial recovery and, eventually, portfolio building.

Foreclosure is a financial setback, not a financial death sentence. Many people who have experienced foreclosure have gone on to build substantial real estate portfolios. The key is a structured, patient, disciplined approach to recovery.

Recovery timelines vary by individual circumstances. Someone with significant remaining debt obligations, employment instability, or a complex tax situation may need a longer arc than the framework below. Use this as a planning template, not a prescription.

Year One — Stabilize

Stabilize your housing situation. Build a 3-month emergency fund. Open and responsibly use 2–3 secured credit accounts. Dispute any errors in foreclosure reporting on all three credit bureaus. Consult with a HUD-approved credit counselor to create your recovery roadmap. Resist the urge to apply for new credit too aggressively — payment history on existing accounts matters more in this phase than acquiring new credit.

Years Two and Three — Rebuild

Your credit score should be recovering — typically into the high 600s or low 700s by the end of year two if you've stayed current on all payments. Focus on savings and education. Study Texas real estate markets — our 12 target counties all have distinct dynamics worth understanding. Consider attending foreclosure auctions as an observer before bidding. Network with local Real Estate Investment Associations (REIAs) and learn from people who have done what you're trying to do.

Years Four and Five — Reposition

With a rebuilt credit profile and a savings base, you may qualify for an FHA loan (sometimes earlier with documented extenuating circumstances) or eventually a conventional loan. Your firsthand experience with the foreclosure process is now a competitive advantage if you choose to pursue real estate investing — you understand the homeowner's perspective in a way most investors never will.

Some of the most empathetic and effective distressed-property investors are people who have experienced foreclosure themselves. They know what the calls feel like, what the notices look like, and what kind of conversation actually helps. If you go this direction, the experience that hurt you can become the experience that helps others.

The recovery is real. The path back is well-traveled.

Twelve Texas counties — *courthouse contacts.*

Verify contact information directly with each county before relying on it. Websites occasionally rebrand; addresses occasionally change. This appendix is current as of publication.

COUNTY (TIER)	COUNTY CLERK WEBSITE	FORECLOSURE SALE LOCATION
Tarrant ***(Primary)***	tarrantcountytx.gov	100 W. Weatherford St, Fort Worth
Dallas ***(Primary)***	dallascounty.org	600 Commerce St, Dallas
Denton ***(Primary)***	dentoncounty.gov	110 W. Hickory St, Denton
Harris ***(Primary)***	cclerk.hctx.net	201 Caroline St, Houston
Travis ***(Primary)***	traviscountytx.gov	1000 Guadalupe St, Austin
El Paso ***(Primary)***	epcounty.com	500 E. San Antonio Ave, El Paso
Bexar ***(Secondary)***	bexar.org	100 Dolorosa St, San Antonio
Parker ***(Secondary)***	parkercountytx.com	1112 Santa Fe Dr, Weatherford
Williamson ***(Secondary)***	wilco.org	710 Main St, Georgetown
Hays ***(Secondary)***	hayscountytx.gov	712 S. Stagecoach Tr, San Marcos
Bell ***(Secondary)***	bellcountytx.com	550 E. 2nd Ave, Belton
Comal ***(Secondary)***	co.comal.tx.us	150 N. Seguin Ave, New Braunfels

A NOTE ON ACCURACY

County websites occasionally rebrand and addresses occasionally change. **Confirm the current URL and address with your county clerk's office before relying on this list for time-sensitive matters**, particularly if you're trying to verify a Notice of Trustee Sale filing or attend an auction. We update this appendix annually.

Key Texas foreclosure deadlines *at a glance.*

A reference card for the timing rules that govern Texas non-judicial foreclosure. Specific situations may have additional rules; consult a Texas real estate attorney for case-specific guidance.

EVENT	MINIMUM TIMELINE	NOTES
First missed payment to Notice of Default	Varies	Lender discretion; often 30–90 days in practice
Right to cure notice (homestead)	20 days	Texas Property Code §51.002(d) — notice of right to cure
Notice of Trustee Sale filing	21 days before sale	Must be filed with county clerk per §51.002(b)
Sale posting at courthouse	21 days before sale	Must also be mailed to borrower
Trustee sale date	1st Tuesday of month	Between 10 AM and 4 PM
Right to reinstate loan	Up to 5 days before sale	Per most standard Texas deeds of trust
Automatic stay (Chapter 13 filing)	Immediate upon filing	Halts all collection including sale; consult attorney before filing
Post-sale redemption (mortgage)	None	Texas has no general statutory right of redemption
Post-sale redemption (tax)	2 years homestead / 6 months other	Texas Tax Code §34.21
Post-sale redemption (HOA)	180 days	Texas Property Code §209.011
Deficiency suit deadline	2 years after sale	Texas Civ. Prac. & Rem. Code §51.003; offset rights under §51.003(b)
Foreclosure on credit report	7 years	FCRA; impact diminishes substantially over time

ABOUT TEXAS INVESTOR SOLUTIONS

We specialize in helping distressed homeowners and real estate investors navigate the Texas foreclosure landscape with clarity, compassion, and creativity. Our team covers all 12 primary and secondary target counties across Texas. Visit us at **www.TexasInvestorSolutions.com**. This guide is updated annually. For the most current version and supplemental resources, visit our website.