



**Freestone
County
Renee Reynolds
Freestone County
Clerk**

Instrument Number: 2303257

Foreclosure Posting

NOTICE OF FORECLOSURE

Recorded On: August 11, 2023 10:38 AM

Number of Pages: 4

" Examined and Charged as Follows: "

Total Recording: \$8.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

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.

File Information:

Document Number: 2303257
Receipt Number: 20230811000012
Recorded Date/Time: August 11, 2023 10:38 AM
User: Jamie M
Station: CCLERK02

Record and Return To:

ABSTRACT/TRUSTEES OF TEXAS
PO BOX 9932

AUSTIN TX 78766



STATE OF TEXAS
COUNTY OF FREESTONE

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Freestone County, Texas.

Renee Reynolds
Freestone County Clerk
Freestone County, TX

NOTICE OF SUBSTITUTE 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.

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.

1. Property To Be Sold. The property to be sold is described as follows:

BEING 20 ACRES, MORE OR LESS IN THE L. A. DURHAM SURVEY AND BEING THE SAME LANDS DESCRIBED IN DEED FROM SYLVESTER LIVINGSTON AND WIFE LULA LIVINGSTON TO WALTER STEEN DATED JANUARY 28, 1928 AND FILED OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF FREESTONE COUNTY, TEXAS, IN VOLUME 77, PAGE 417, OFFICIAL RECORDS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING 20 ACRES OF THE L. A. DURHAM SURVEY, ABSTRACT 187 OF FREESTONE COUNTY, TEXAS AND BEING A PART OF THE SYLVESTER LIVINGSTON 81 ACRE TRACT OF SAID SURVEY, BEGINNING AT THE N.W. CORNER OF SAID SURVEY, A STAKE IN EDGE OF FIELD.

THENCE WITH THE W. LINE OF THE SURVEY S. 441 VRS. A STAKE.

THENCE E. 204 VRS. A STAKE ON THE E. SIDE OF THE BRANCH CHANNEL.

THENCE UP SAID BRANCH WITH ITS CHANNEL AS FOLLOWS: N. 1 W. 97 VRS., N. 9-30 E. 30.4 VRS., N. 50-30 E. 8 VRS. N. 10-30 E. 37 VRS., N. 40-30 E. 94.3 VRS., E. 15-30 E. 30 VRS., N. 12-30 E. 80 VRS., N. 2-30 W. 84 VRS. TO A DBL. PIN 0. ON W. BANK OF BRANCH.

THENCE WITH THE N. LINE OF THE SURVEY W. 306 VRS. TO THE PLACE OF BEGINNING

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

Date: October 3, 2023

Time: The sale shall begin no earlier than 10:00 a.m. or no later than three hours thereafter.
The sale shall be completed by no later than 1:00 p.m.

FILED FOR RECORD
At 10:00, o'clock A M

AUG 11 2023

RENEE REYNOLDS
Clerk County Court Freestone County, Texas
By James Meyer

Place: At the Front steps of the Freestone County Courthouse located at 118 East Commerce Street, Fairfield, Texas 75840, or at the place designated by the County Commissioners, pursuant to Section 51.002 of the Texas Property Code as the place where foreclosures sales are to take place.

The deed of trust permits the beneficiary 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 re-filed in accordance with the posting and filing requirements of the Texas Property Code. Such reposting or re-filing may be after the date originally scheduled for this sale.

3. 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. 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 or any Substitute 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.

4. Type of Sale. The sale is a non-judicial deed of trust/security interest foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by George Herman Means. The deed of trust is dated August 1, 2012 and is recorded in the office of the County Clerk of Freestone County, Texas, under Clerk's Document Nos. 01203242.


5. Obligations Secured. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including but not

limited to (1) the promissory note in the original principal amount of \$5,563.31, executed by George Herman Means, and payable to the order of Hunter-Kelsey II, LLC; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of George Herman Means to Hunter-Kelsey II, LLC. HUNTER-KELSEY II, LLC; 7200 N Mopac Expy, Suite 120, Austin, TX 78731, is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the counsel for the beneficiary:
BRIAN S. BELLAMY: 7200 North MoPac Expy., Suite 310, Austin, Texas, 78731: 512-346-6011;
brian@SRBSlaw.com

6. Default and Request To Act. Default has occurred under the deed of trust, and the beneficiary has requested Brian S. Bellamy, Dylan Schultz (7200 North MoPac Expy., Suite 310, Austin, Texas, 78731), Jim Mills, Susan Mills, Russell Slaton, George Hawthorne, Kory Morgan, Denise Morgan, Lori Garner, Ed Henderson and Andrew Mills-Middlebrook (9130 Jollyville Rd., Ste. 100-21, Austin, Texas 78759), any to act as Substitute Trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

DATED: August 9, 2023



Brian S. Bellamy
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ATTORNEYS FOR HUNTER-KELSEY II, LLC