

115921

120 Cherry Ln.
Streetman, Texas 75859

Total Fees : 8.00
Receipt Number - 132072
By: Dianne Mannings, Deputy

NOTICE OF TRUSTEE'S SALE

WHEREAS, on January 25, 2001, Lucy J. Bray, a single woman executed a Deed of Trust conveying to Steven A. Neal, Trustee, the real property hereinafter described, to secure Dorothy D. Phipps, a married woman dealing in separate property, in the payment of a debt therein described, said Deed of Trust being recorded in Volume 1146, Page 610, Official Public Records of Freestone County, Texas.

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder of said debt has requested the undersigned to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, August 4, 2015, at 11:00 o'clock a.m. or within three (3) hours thereafter, I will sell said real property at the place hereinafter set out, to the highest bidder for cash. The place of sale shall be in the area designated by the Commissioners Court of such County, pursuant to §51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if not such place is so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted), in the City of Fairfield, Freestone County, Texas.

Said real property is described as follows:

Being Lots Seventy (70) and Seventy-One (71), in Block No. One (1), Phase One (1), of the SOUTHERN OAKS SUBDIVISION, Freestone County, Texas, according to the plat of said subdivision filed in Cabinet B, Envelope 39, Plat Records of Freestone County, Texas.

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 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.

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 and the priority of the lien being foreclosed.

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 their bid immediately in cash if their bid is accepted.

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.

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed of Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee of Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagor, Mortgagee or the Mortgagee's attorney.

Default has occurred under the Deed of Trust, and the beneficiary has requested me, Substitute Trustee, to conduct this public sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the 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.

WITNESS MY HAND on 13th day of July 2015.



Sharon St. Pierre or Robert LaMont or Sheryl
LaMont or Darian Goddard, Substitute Trustee
C/O WEST & WEST ATTORNEYS, P.C.
2929 Mossrock, Suite 204
San Antonio, Texas 78230

Notice of Foreclosure Sale

September 1, 2015

FILED FOR RECORD IN
Freestone County
Linda Jarvis
COUNTY CLERK
ON: Jul 14, 2015 AT 01:54P
as Notice of Trustee Sale
Total Fees : 8.00
Receipt Number - 132117
By: Melissa Munoz, Deputy

Deed of Trust ("Deed of Trust"):

Dated: August 1, 2012
Grantor: MICHAELA DENISE SMITH
Trustee: DAVID RALSTON
Lender: MARY PARKS
Recorded in: Vol. 1583, Page 434 of the real property records of Freestone County, Texas
Secures: Promissory Note ("Note") in the original principal amount of \$86,981.82, executed by MICHAELA DENISE SMITH ("Borrower") and payable to the order of Lender
Substitute Trustee: George M. Robinson
Substitute Trustee's Address: 129 S. Mount, Fairfield, TX, 75840

Foreclosure Sale:

Date: Tuesday, September 1, 2015
Time: The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 11:00 a.m..
Place: South Entrance, Freestone County Courthouse, Fairfield, Texas
Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that MARY PARKS's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, MARY PARKS, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of MARY PARKS's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with MARY PARKS's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If MARY PARKS passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be re-posted and re-filed in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by MARY PARKS. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

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.

George M. Robinson
129 S. Mount
Fairfield, TX 75840
Telephone (903) 389-2203
Telecopier (903) 389-4542