

**APPOINTMENT OF SUBSTITUTE TRUSTEE AND
NOTICE OF SUBSTITUTE TRUSTEE SALE**

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 AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

**APPOINTMENT OF
SUBSTITUTE TRUSTEE:**

WHEREAS, in my capacity as the attorney for the Mortgagee and/or its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I hereby name, appoint and designate Harriett Fletcher, Robert LaMont, Sheryl LaMont, David Sims, Sharon St. Pierre, Aurora Campos, Ramiro Cuevas, Patrick Zwiers, Kristopher Holub, Ronnie Hubbard, Shannah Walker, Al Davis, Kevin Mccarthy, Murphy Howle, Beatrice Carrillo, Allan Johnston, Kelly Goddard, Jonathan Harrison, Shawn Schiller, Darla Boettcher, Irene Lindsay, Dana Kamin, Lisa Bruno, Ronda Tyler, Meryl Olsen, Travis Gray, Chris Ferguson, or Jack O'Boyle, each as Substitute Trustee, to act under and by virtue of said Deed of Trust, including posting and filing the public notice required under Section 51.002 Texas Property Code as amended, and to proceed with a foreclosure of the Deed of Trust lien securing the payment of the Note.

**SUBSTITUTE TRUSTEE'S
ADDRESS:**

c/o JACK O'BOYLE & ASSOCIATES, Mailing Address: P.O. Box 815369, Dallas, Texas 75381;
Physical Address: 12300 Ford Road, Suite 212, Dallas, TX 75234.

**NOTICE OF SUBSTITUTE
TRUSTEE SALE:**

WHEREAS, default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee 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 January 02, 2019 between the hours of 1pm-4pm the Substitute Trustee will sell said real property at the place hereinafter set out and pursuant to the terms herein described. The sale will begin at the earliest time stated above or within three (3) hours after that time.

LOCATION OF SALE:

The place of the sale shall be: At the southwest entrance door to the first floor of the Hopkins County Courthouse, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court in HOPKINS County, Texas or as designated by the County Commissioners.

**INSTRUMENT TO BE
FORECLOSED:**

Deed of Trust or Contract Lien dated 05/18/2007 and recorded under Volume, Page or Clerk's File No. Instrument Number 20073080 Book 62 Page 68 in the real property records of Hopkins County Texas, with Christopher Dial as Grantor(s) and City National Bank as Original Mortgagee.

OBLIGATIONS SECURED:

Deed of Trust or Contract Lien executed by Christopher Dial securing the payment of the indebtedness in the original principal amount of \$50,000.00 and obligations therein described including but not limited to the promissory note and all the modifications, renewals and extensions of the promissory note (the "Note") executed by Christopher Dial. City National Bank is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

MORTGAGEE:

City National Bank is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. City National Bank's address is:

City National Bank
c/o City National Bank
201 Connally Street
Sulphur Springs, TX 75482

BY _____ DEPUTY

DEBBIE SHIRLEY
COUNTY CLERK

2018 DEC 10 A 8:36

FILED FOR RECORD
HOPKINS COUNTY, TEXAS

**LEGAL DESCRIPTION OF
PROPERTY TO BE SOLD:**

BEING A LOT, TRACT, OR PARCEL OF LAND SITUATED IN THE M.A. BOWLIN SURVEY, ABSTRACT NO. 039, HOPKINS COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN TRACT OF LAND CONVEYED FROM MYRTLE BURRIS ET AL TO FRANK BRANDON ET UX, BY WARRANTY DEED WITH VENDOR'S LIEN, AS RECORDED IN VOLUME 330, PAGE 636, REAL PROPERTY RECORDS, HOPKINS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT AN "X" CUT IN A CONCRETE FLUME AT THE NORTHERN MOST SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO W.L. GIBSON ET UX, BY WARRANTY DEED, AS RECORDED IN VOLUME 229, PAGE 402, REAL PROPERTY RECORDS, HOPKINS COUNTY, TEXAS, SAID POINT BEING IN THE WEST LINE OF A CALLED 0.32 ACRE TRACT CONVEYED TO ROGER WRIGHT ET AL, BY WARRANTY DEED, AS RECORDED IN VOLUME 512, PAGE 560, OFFICIAL PUBLIC RECORDS, HOPKINS COUNTY, TEXAS, FROM SAID POINT, A 5/8 INCH IRON ROD FOUND WITH A YELLOW PLASTIC CAP STAMPED (DC&A INC), BEARS NORTH 02 DEGREES 25 MINUTES 05 SECONDS EAST, A DISTANCE OF 87.57 FEET;
THENCE, SOUTH 02 DEGREES 25 MINUTES 05 SECONDS WEST, WITH THE WEST LINE OF SAID 0.32 ACRE TRACT, A DISTANCE OF 112.00 FEET TO A 1/2 INCH IRON ROD SET WITH A YELLOW PLASTIC CAP STAMPED (DC&A INC) AT THE SOUTHWEST CORNER OF SAID 0.32 ACRE TRACT, SAID POINT BEING IN THE NORTH LINE OF BILL BRADFORD ROAD, FROM SAID POINT, A 5/8 INCH IRON ROD FOUND WITH A YELLOW PLASTIC CAP STAMPED (DC&A INC), BEARS NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 70.00 FEET, AND A 1 INCH IRON PIPE FOUND, BEARS NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, A DISTANCE OF 140.00 FEET;
THENCE, SOUTH 88 DEGREES 30 MINUTES 00 SECONDS WEST, (REFERENCE BEARING), WITH THE NORTH LINE OF SAID BILL BRADFORD ROAD, A DISTANCE OF 93.06 FEET TO A 1/2 INCH IRON ROD SET WITH A YELLOW PLASTIC CAP STAMPED (DC&A INC) AT THE SOUTHERN MOST SOUTHEAST CORNER OF SAID GIBSON TRACT;
THENCE, NORTH 00 DEGREES 54 MINUTES 46 SECONDS EAST, WITH THE SOUTHERN MOST EAST LINE OF SAID GIBSON TRACT, A DISTANCE OF 111.84 FEET TO AN "X" CUT IN THE TOP OF A CONCRETE CURB AT AN ELL CORNER OF SAID GIBSON TRACT;
THENCE, NORTH 88 DEGREES 30 MINUTES 00 SECONDS EAST, WITH THE NORTHERN MOST SOUTH LINE OF SAID GIBSON TRACT, A DISTANCE OF 96.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,562 SQUARE FEET OR 0.24 ACRES OF LAND, MORE OR LESS. (the "Property")

REPORTED PROPERTY

ADDRESS: 307 Bill Bradford Rd, Sulphur Springs, TX 75482

TERMS OF SALE: The Substitute Trustee will sell the Property by public auction at the place and date specified herein.

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 Mortgagee and/or Mortgage Servicer 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 priority, 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 or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or 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, Mortgagee and/or Mortgage Servicer, or its attorney(s).

The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein 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 refilled 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.

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.

Signed on the 4 day of December, 20 18

Respectfully,

JACK O'BOYLE & ASSOCIATES



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ATTORNEYS FOR MORTGAGEE AND/OR ITS MORTGAGE
SERVICER