

STATE OF TEXAS     §  
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COUNTY OF HILL    §

FILED  
NICOLE TANNER, COUNTY CLERK  
HILL COUNTY, TEXAS

2016 JUN 10 P 4: 03

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

**DATE, TIME AND PLACE OF SALE:** Tuesday, July 5, 2016 (which is the first Tuesday of that month). The earliest time at which the sale shall occur is 1:00 p.m. (Hill County, Texas time). The sale will be conducted at that time or not later than three (3) hours after that time. The sale will take place on the steps outside the east door facing Waco Street at the Hill County Courthouse in Hillsboro, Hill County, Texas, or at such other place as may be designated by the Hill County Commissioner's Court.

**INDEBTEDNESS PROMPTING SALE:** The indebtedness prompting the sale evidenced by that Promissory Note ("**Note**") dated July 6, 2007, executed by MMM Properties, Inc., as borrower, in the original principal amount of \$950,000 (the "**Indebtedness**") (together with any and all renewals, increases, modifications, or extensions thereof, the "**Note**"), payable to Branch Banking and Trust Company ("**Holder**"), through its purchase of select assets from the FDIC, as receiver for Colonial Bank, N.A., as original lender.

**DEED OF TRUST LIEN UNDER WHICH THE SALE IS BEING CONDUCTED:** The sale is being conducted under and pursuant to that certain Deed of Trust, Security Agreement, and Financing Statement dated July 6, 2007, executed by MMM Properties, Inc., as grantor, to C. Malcolm Holland, Trustee ("**Original Trustee**"), recorded in Book 1495, Page 0801 in the Official Public Records of Hill County, Texas (together with any and all renewals, modifications, or extensions thereof, the "**Deed of Trust**").

**OWNER AND HOLDER OF INDEBTEDNESS AND SECURITY INSTRUMENT:** Holder is the current sole legal owner of the Note and all beneficial interests under the Deed of Trust, and the rights and remedies under all other written documents, instruments, or agreements executed, delivered, made or entered into in connection with the Note and the Deed of Trust.

**PROPERTY BEING SOLD:** The real and personal property described in the Deed of Trust (the "**Mortgaged Property**") and the land comprising the Mortgaged Property is more particularly described on **Exhibit "A"** attached hereto and incorporated herein for all purposes.

**SUBSTITUTE TRUSTEE CONDUCTING THE SALE:** Holder has appointed **JAMES A. ELLIOTT**, individually, ("**Substitute Trustee**") to act without the necessity of joinder of any other Substitute Trustee in the place and stead of and to succeed to all the rights, titles, powers, and estates granted under the Deed of Trust to the Original Trustee to act under and by virtue of the Deed of Trust.

Holder has requested that the Substitute Trustee under the Deed of Trust sell the Property for cash and that the proceeds of such sale be applied in accordance with the provisions of the Deed of Trust and under applicable law; provided, however, Holder reserves the right to direct the Substitute Trustee to postpone and resume the foreclosure sale, or cancel the foreclosure sale, in its sole and absolute discretion. Therefore, on the date and at the time and place set forth above, the undersigned, as Substitute Trustee, will sell the Property to the highest bidder for cash