

NOTICE OF SUBSTITUTE TRUSTEE'S SALE 2020 DEC 10 PM 2:46

NOTICE: THE FORECLOSURE IS SCHEDULED TO OCCUR ON JANUARY 5, 2021.

CLERK OF DISTRICT COURT
HARDIN COUNTY, TEXAS
BY *[Signature]*

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:

LOTS 4-6 BLK 1 KIRBY 2 AB 29 E HUNTER P# S34-1-2 I# 959/213 ACRES .620; also described as Lots Four (4), Five (5), and Six (6), of Block One (1), KIRBY ADDITION, SECTION 2, to the Town of Silsbee, Hardin County, Texas, and according to the map or plat of said Addition recorded in Volume 2, Page 54, Plat Records, Hardin County, Texas; more commonly known as 1116 N. 5th Street, Silsbee, Hardin County, Texas, 77656.

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

Date: January 5, 2021

Time: The sale shall begin no earlier than 1:00 p.m. or no later than three hours thereafter. The sale shall be completed by no later than 4:00 p.m.

Place: Commissioner's Courtroom, first floor of Hardin County courthouse, or as otherwise designated by the County Commissioners.

The deed of trust/contract for foreclosure 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 foreclosure sale pursuant to Section 51.002, Texas Property Code and the power of sale granted by the deed of trust/contract for foreclosure executed by Gene F. Colvin and Gay C. Colvin. The deed of trust is dated January 29, 2015 and is recorded in the office of the County Clerk of Hardin County, Texas, under Clerk's Document No. 2015-52993 in the Official Public Records of Hardin County, Texas.

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 \$14,634.46 executed by Gene F. Colvin and Gay C. Colvin and payable to the order of Mack Brooks, LLC; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of Gene F. Colvin and Gay C. Colvin to Mack Brooks, LLC. **Mack Brooks, LLC; 7200 N. MoPac Expy., Ste. 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: Wendy Storey: 7200 N MoPac Expy., Suite 310, Austin, Texas, 78731: 512-346-6011; Wendy@stavroskellylaw.com.

6. Default and Request To Act. Default has occurred under the deed of trust, and the beneficiary has requested Brian S. Bellamy, Wendy Storey, Nikolaos P. Stavros, Dylan Schultz (7200 N MoPac Expy., Suite 310, Austin, Texas, 78731), Jim Mills, Susan Mills, Emily Northern, George Hawthorne, Margie Allen, Kyle Barclay, Lois Gilbert, Ed Henderson, Tommy Jackson, Ron Harmon, Keata Smith (P.O. Box 9932, Austin, TX 78766), 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: December 1, 2020



Wendy Storey, Substitute Trustee
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