

FILED FOR RECORD
HOPKINS COUNTY, TEXAS

2019 FEB 11 P 12:16

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.

BY _____ DEPUTY

**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 Mearthy, Murphy Howle, Beatrice Carrillo, Allan Johnston, Kelly Goddard, Jonathan Harrison, Shawn Schiller, Darla Boettcher, Irene Lindsay, Dana Kamin, Lisa Bruno, Ronda Tyler, Meryl Olsen, Vanessa McHaney, 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 March 05, 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 09/25/2005 and recorded under Volume, Page or Clerk's File No. Instrument Number 6373 Volume 546 in the real property records of Hopkins County Texas, with Christopher S Freeman and Paula Freeman, as Joint Tenants as Grantor(s) and City National Bank as Original Mortgagee.

OBLIGATIONS SECURED:

Deed of Trust or Contract Lien executed by Christopher S Freeman and Paula Freeman, as Joint Tenants securing the payment of the indebtedness in the original principal amount of \$85,875.00 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 S Freeman and Paula Freeman. 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

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

SITUATED ABOUT 9.8 MILES SOUTH 26 DEG. EAST FROM THE CITY OF SULPHUR SPRINGS, IN THE COUNTY OF HOPKINS, STATE OF TEXAS, A PART OF THE WINNEY JEWELL SURVEY #503 AND BEING CALLED A 4.99 ACRE TRACT OF LAND CONVEYED TO PAULA FREEMAN AND HUSBAND, CHRISTOPHER FREEMAN BY DEED RECORDED IN VOL. 397, PAGE 891 OF THE OFFICIAL RECORDS OF SAID COUNTY AND STATE, BEGINNING AT A 1/2 INCH IRON PIN FOUND IN THE NORTH BOUNDARY LINE OF FARM ROAD 1567 THE SOUTHEAST CORNER OF A CALLED 82 1/2 INCH ACRE 1ST ATTRACT CONVEYED TO DAMON WILKS BY DEED RECORDED IN VOL. 512, PAGE 195 OF SAID OFFICIAL RECORDS AND BEING THE SOUTHWEST CORNER OF SAID 4.99 ACRE TRACT. THENCE NORTH 07 DEG. 44 MIN. 25 SEC. WEST (REFERENCE BEARING) PASSING A 1/2 INCH IRON PIN FOUND AT A DISTANCE OF 481.16 FEET AND CONTINUING ON FOR A TOTAL DISTANCE OF 500.39 FEET TO THE CENTER OF RUNNING CREEK, SAID POINT BEING IN THE PRESENT SOUTHWEST CORNER OF A CALLED 71.270 ACRE TRACT (PARENT TRACT) CONVEYED TO JONETTA WALLACE BY DEED RECORDED IN VOL. 42, PAGE 272 OF REAL PROPERTY RECORDS OF SAID COUNTY AND STATE. THENCE ALONG THE CENTERLINE OF SAID CREEK AS FOLLOWS: NORTH 67 DEG. 48 MIN. 31 SEC. EAST A DISTANCE OF 46.76 FEET; NORTH 67 DEG. 52 MIN. 25 SEC. EAST A DISTANCE OF 35.87 FEET; NORTH 66 DEG. 19 MIN. 51 SEC. EAST A DISTANCE OF 13.17 FEET; SOUTH 89 DEG. 54 MIN. 18 SEC. EAST A DISTANCE OF 18.89 FEET; SOUTH 88 DEG. 10 MIN. 14 SEC. EAST A DISTANCE OF 47.07 FEET; SOUTH 81 DEG. 07 MIN. 26 SEC. EAST A DISTANCE OF 49.47 FEET; SOUTH 35 DEG. 11 MIN. 1 SEC. EAST A DISTANCE OF 38.66 FEET; SOUTH 69 DEG. 56 MIN. 07 SEC. EAST A DISTANCE OF 146.73 FEET; NORTH A DISTANCE OF 40.60; NORTH 50 DEG. 50 MIN. 22 SEC. EAST A DISTANCE OF 228.13 FEET; SOUTH 8 DEG. 10 MIN. 28 SEC. EAST A DISTANCE OF 64.43 FEET; SOUTH 89 DEG. 42 MIN. 44 SEC. EAST A DISTANCE OF 78.63 FEET; SOUTH 69 DEG. 44 MIN. 21 SEC. EAST A DISTANCE OF 85.03 FEET TO A POINT IN THE WEST BOUNDARY LINE OF FARM ROAD 1567; THENCE ALONG THE WESTERLY AND NORTHERLY BOUNDARY LINE OF SAID HIGHWAY AS FOLLOWS: SOUTH 41 DE. 33 MIN. 04 SEC. WEST A DISTANCE OF 317.55 FEET TO A CONCRETE HIGHWAY MARKER FOUND; ALONG A CURVE TO THE RIGHT (RADIUS = 1070.92, CHORD BEARING = SOUTH 55 DEG. 34 MIN. 50 SEC. WEST, CHORD DISTANCE = 521.17 FEET) A DISTANCE OF 526.45 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.96 ACRES OF LAND, MORE OR LESS. (the "Property")

**REPORTED PROPERTY
ADDRESS:**

5592 FM 1567 E, 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 refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiled 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 7 day of February, 2019

Respectfully,

JACK O'BOYLE & ASSOCIATES


____ Jack O'Boyle | SBN: 15165300
jack@jackoboyle.com
____ Travis H. Gray | SBN: 24044965
travis@jackoboyle.com
____ Chris S. Ferguson | SBN: 24069714
chris@jackoboyle.com
P.O. Box 815369
Dallas, Texas 75381
P: 972.247.0653 | F: 972.247.0642
ATTORNEYS FOR MORTGAGEE AND/OR ITS MORTGAGE
SERVICER