

NOTICE OF SUBSTITUE TRUSTEE'S SALE

(NON-JUDICIAL FORECLOSURE)

FILED
NICOLE TANNER, COUNTY CLERK
HILL COUNTY, TEXAS

June 27, 2018

2018 JUN 27 P 4:15

Notice is hereby given of a public, non-judicial foreclosure sale.

Notice to Member(s) of Armed Forces: 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 a as a member of the 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. The address of the sender of this notice is set forth below.

Deed of Trust

Dated: August 30, 2007

Grantor: Billy Wilson

Trustee: Robert Klemme

Beneficiary: Swartz & Brough, Inc.

**Recorded in: Volume 1508, Page 258,
Clerk's Instrument Number 008893
Official Public Records of Hill County, Texas**

Secures: Real Estate Lien Note (the "Note") in the original principal amount of \$31,450.00, executed by Billy Wilson and payable to the order of Swartz & Brough, Inc.

Description of the Real Property: All of the real property (including all improvements, if any) described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Property").

Substitute Trustee: Cecil Calvert Green III

Substitute Trustee's Address: 103 Milford Rd

Hillsboro, Texas 76645

Foreclosure Sale (the "Sale"):

Date: August 07, 2018

Time: The Sale shall begin no earlier than 10:00 A.M., or no later than three hours thereafter. The Sale shall be completed by no later than 4:00 P.M.

Place: Hill County Courthouse in Hillsboro, Texas, on the east exterior steps as designated for foreclosure sales by the Commissioners Court of Hill County, Texas, pursuant to Section 51.002 of the Texas Property Code. 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 the Sale. 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.

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 re-posted and re-filed in accordance with the posting and filing requirements of the Texas Property Code. Such re-posting or re-filing may be after the date originally scheduled for this Sale.

Those desiring to purchase the Property will need to demonstrate their ability to pay cash on the day the property is sold. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property. The Sale is a non-judicial Deed of Trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust.

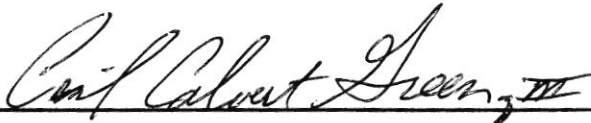
The Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. Pursuant to Section 51.0075 of the Texas Property Code, the 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 Substitute Trustee.

Pursuant to section 51.009 of the Texas Property Code, the Property shall be sold on an "AS IS, WHERE IS" basis, without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust.

Default has occurred under the Deed of Trust and the Beneficiary has requested me, as the duly appointed Substitute Trustee, to conduct the Sale. Notice is given that before the Sale the Beneficiary may appoint another person as Substitute Trustee to conduct the Sale.

Executed this 27th day of June, 2018.



Cecil Calvert Green III, Substitute Trustee

**103 Milford Rd
Hillsboro, Texas 76645**

214-566-5086

Exhibit A

Legal Description of Real Estate ("Property")

All that certain tract or parcel of land located in the City of Hillsboro, Hill County, Texas, and described as follows:

Being a part of Lot Seventy-one (71) of the PARKS ADDITION, to the City of Hillsboro, as shown by the plat of same recorded in the Deed Records, of Hill County, Texas, and described as:

BEGINNING in the south line of Second Street (now Park Drive) at the Northwest corner of Lot Seventy-one;

THENCE South 150 feet to a the southwest corner of Lot Seventy-one;

THENCE East 48-1/2 feet to a stake;

THENCE North 150 feet and parallel to the East line of Lot 71 to a stake in the South line of Second Street;

THENCE West 48-1/2 feet to the place of beginning and being the same and identical property described in a Warranty Deed from Robert G. Wainscott et al to Homar O. Anderson and wife, Tommie Anderson dated May 22, 1963, recorded in Volume 444, Page 323, Deed Records of Hill County, Texas, to which deed and the record thereof reference is heremade for all purposes.

Commonly known as 812 Park Drive, Hillsboro, Texas 76645.

