## NOTICE OF SUBSTITUTE TRUSTEE'S 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.

WHEREAS, Jonathan Donnelly and Jennifer Donnelly executed a Deed of Trust ("the Deed of Trust") dated February 25, 2011, conveying to Charles K. Barrow, Trustee, the property described therein to secure Helena May Purcell Pinson and Cathy Garlene Purcell Dunnam in the payment of the indebtedness described therein; and

WHEREAS, the Deed of Trust is recorded at Clerk's File Number 110744, Volume 331, Page 875, of the Official Public Records of Jones County, Texas;

WHEREAS, the property subject to the Deed of Trust is legally described as "Being all of Lots No. Twenty (20), Twenty-One (21), and Twenty-Two (22), in Block Fifty-Five (55) of the Original Town of Hawley, Jones County, Texas, as the same apears upon the map or plat of said town of record in the office of the County Clerk of Jones County, Texas" (hereinafter "the property"); and

WHEREAS, Helena May Purcell Pinson and Cathy Garlene Purcell Dunnam are the present owners and holders of the note and indebtedness described in the Deed of Trust and the liens securing its payment; and

WHEREAS, the undersigned has been appointed Substitute Trustee in the place of such original Trustee upon the contingency and in the manner authorized by the Deed of Trust; and

WHEREAS, the indehtedness secured by the Deed of Trust includes a Real Estate Lien Note ("the Note") dated February 25, 2011, executed by Jonathan Donnelly and Jennifer Donnelly, payable to Helena May Purcell Pinson and Cathy Garlene Purcell Dunnam in the original principal amount of \$39,000.00; and

WHEREAS, defaults have occurred under the Note and the Deed of Trust and the Note is now due and payable in full as provided therein; and

WHEREAS, I have been requested to sell the property pursuant to the Deed of Trust;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, January 5, 2016, between 10:00 a.m. and 4:00 p.m., Stephanie E. Schwab, Kerry L. Haliburton, Jim Mills, Susan Mills, Emily Northern, Alexandra Zografos, Marsha Monroe, Terry Browder, Laura Browder, James Decker, or Nick Arrott, Substitute Trustee, will sell the property by public sale at auction to the highest bidder for cash. The sale will take place at the south hall entrance on the first floor

JONES COUNTY CLERK, JONES CO., TX

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of the Jones County Courthouse, Anson, Texas, or in the area of the courthouse designated by the Commissioner's Court pursuant to Section 51.002 of the Texas Property Code, the earliest time at which the sale will occur will be 1:00 p.m. Pursuant to Section 51.002 of the Texas Property Code, the sale shall begin at that time or not later than three hours after that time. The Deed of Trust permits the Beneficiaries to postpone or withdraw, or reschedule the sale for another day. In such case, the Trustee or Substitute Trustee under the Deed of Trust need not appear at that date, time and place of a scheduled sale to announce a 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. Such reposting or refiling may be after the date originally scheduled for sale.

The sale will be made subject to any exceptions referenced in the Deed of Trust to the extent the same are still in effect and shall not cover any property that has been released from the liens of the Deed of Trust.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day of sale for the property being sold.

THE PURCHASER AT THE FORECLOSURE SALE WILL RECEIVE THE TITLE TO THE PROPERTY OWNED BY JONATHAN DONNELLY AND JENNIFER DONNELLY AND WILL NOT RECEIVE ANY REPRESENTATION OR WARRANTY OF ANY KIND. ORAL, WRITTEN, EXPRESS, OR IMPLIED, FROM HELENA MAY PURCELL PINSON AND CATHY GARLENE PURCELL DUNNAM CONCERNING THE PROPERTY, AND HELENA MAY PURCELL PINSON AND CATHY GARLENE PURCELL DUNNAM HAVE NOT MADE, AND DO NOT MAKE, ANY SUCH REPRESENTATIONS OR WARRANTIES. THE SUBSTITUTE TRUSTEE DOES NOT, AND WILL NOT, MAKE ANY REPRESENTATIONS OR WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE TO THE PROPERTY. THE PROPERTY WILL BE SOLD AS IS. WHERE IS, AND WITH ALL FAULTS. THE PURCHASER AT THE FORECLOSURE SALE WILL RELY SOLELY ON PURCHASER'S OWN INSPECTIONS OR INVESTIGATIONS OF THE PROPERTY AND THE CONDITION THEREOF IN MAKING A DECISION TO PURCHASE THE PROPERTY. ALL OF THESE PROVISIONS SHALL EXPRESSLY SURVIVE THE TRANSFER OF THE PROPERTY TO PURCHASER.

EFFECTIVE DATE OF NOTICE IS NOVEMBER 20, 2015.

Stephanie E. Schwab, Substitute Trustee Naman, Howell, Smith & Lee, PLLC 400 Austin Avenue, Suite 800 (76701)

P.O. Box 1470

Waco, Texas 76703-1470

254-755-4100

FAX 254-754-6331

sschwab@namanhowell.com

## STATE OF TEXAS

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COUNTY OF McLENNAN

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This instrument was acknowledged before me on November 20, 2015, by Stephanie E. Schwab.



Notary Public in and for the State of Texas