

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.

**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 ~~Jack O'Boyle, Chris Ferguson, Travis Gray, Randy Daniel, 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 October 06, 2020 between the hours of 10am-1pm 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: On the steps to the north entrance of the Van Zandt 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 VAN ZANDT County, Texas or as designated by the County Commissioners.

**INSTRUMENT TO BE
FORECLOSED:**

Deed of Trust or Contract Lien dated 10/01/2009 and recorded under Volume, Page or Clerk's File No. Clerk File Number: 2009-008337 in the real property records of Van Zandt County Texas; with PAUL D. MILLER, A SINGLE MAN as Grantor(s) and NTFN, INC. as Original Mortgagee.

OBLIGATIONS SECURED:

Deed of Trust or Contract Lien executed by PAUL D. MILLER, A SINGLE MAN securing the payment of the indebtedness in the original principal amount of \$166,822.00 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 PAUL D. MILLER. BANKUNITED N.A. is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

**MORTGAGE SERVICING
INFORMATION:**

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan. CARRINGTON MORTGAGE SERVICES, LLC is acting as the Mortgage Servicer for BANKUNITED N.A. who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. CARRINGTON MORTGAGE SERVICES, LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

BANKUNITED N.A.
c/o CARRINGTON MORTGAGE SERVICES, LLC
1600 SOUTH DOUGLASS ROAD, SUITE 200-A
ANAHEIM, CA 92806

LEGAL DESCRIPTION OF



4725855

FILED FOR RECORD
OCT 06 2020
AM 9:31

PROPERTY TO BE SOLD: ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE D. W. SCROGGINS SURVEY, ABSTRACT NO. 798, AND THE W. M. MCCLELLAN SURVEY, ABSTRACT NO. 305 OF VAN ZANDT COUNTY, TEXAS, AND BEING PART OF THE FIRST AND SECOND TRACTS DESCRIBED IN DEED FROM WILMA GRACE BANE AND OTHERS TO KYLE GREER AND WIFE, NEVA NELL GREER AS RECORDED IN VOLUME 513, PAGE 396 OF THE VAN ZANDT COUNTY DEED RECORDS, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A 60D NAIL FOUND FOR CORNER NEAR THE CENTER OF COUNTY ROAD NO. 2309, SAID POINT BEING THE SOUTH CORNER OF SAD GREER TRACT AND HEREIN DESCRIBED TRACT:
THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTHWEST LINE OF SAD GREER TRACT A DISTANCE OF 315.52 FEET TO A CONCRETE MONUMENT FOUND FOR CORNER, THE WEST CORNER OF SAD GREER TRACT AND HEREIN DESCRIBED TRACT:
THENCE NORTH 45 DEGREES 25 MINUTES 18 SECONDS WEST ALONG THE SOUTHEAST LINE OF A TRACT OF LAND CONVEYED TO VICKI LYNN HAIMES RECORDED IN VOLUME 1101, PAGE 590 REAL RECORDS, VAN ZANDT COUNTY, TEXAS, A DISTANCE OF 238.99 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED RPLS 3569 FOR CORNER, THE NORTH CORNER OF HEREIN DESCRIBED TRACT:
THENCE SOUTH 31 DEGREES 59 MINUTES 30 SECONDS EAST ALONG A FENCE LINE A DISTANCE OF 374.45 FEET TO A 60D NAIL SET FOR CORNER NEAR THE CENTER OF SAID COUNTY ROAD NO. 2309, SAID POINT BEING THE EAST CORNER OF HEREIN DESCRIBED TRACT:
THENCE SOUTH 65 DEGREES 02 MINUTES 32 SECONDS WEST WITHIN SAID COUNTY ROAD A DISTANCE OF 102.57 FEET TO A 60D NAIL FOUND FOR ANGLE POINT:
THENCE SOUTH 60 DEGREES 16 MINUTES 26 SECONDS WEST WITHIN SAD COUNTY ROAD A DISTANCE OF 60.47 FEET TO THE PLACE OF BEGINNING AND CONTAINING 67,816.56 SQUARE FEET OR 1,556 ACRES OF LAND. (the "Property")

REPORTED PROPERTY

ADDRESS: 1938 VZ COUNTY ROAD 2309, CANTON, TX 75103

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

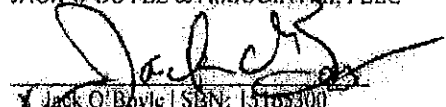
herein need not appear at the date, time and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling 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 3 day of August, 2020

Respectfully,

JACK O'BOYLE & ASSOCIATES, PLLC



Jack O'Boyle | SBN: 13165300

jack@jacko-boyle.com

Travis H. Gray | SBN: 24044965

travis@jacko-boyle.com

Chris S. Ferguson | SBN: 24069714

chris@jacko-boyle.com

P.O. Box 815369

Dallas, Texas 75381

P: 972.247.0653 | F: 972.247.0642

ATTORNEYS FOR MORTGAGEE AND/OR ITS MORTGAGE
SERVICER

CERTIFICATE OF POSTING

My name is _____, and my address is c/o 12300 Ford Rd, Ste. 212, Dallas, TX 75234. I declare under the penalty of perjury that on _____ I filed at the office of the Van Zandt County Clerk and caused to be posted at the Van Zandt County courthouse (or other designated place) this notice of sale.

Signed: _____

Declarant's Name: _____

Date: _____