

NOV 12 2013

Nicole Tanner
CLERK OF COUNTY HILL COUNTY TEXAS
McClure DEPUTY

NOTICE OF SALE BY SUBSTITUTE TRUSTEE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HILL §

THAT, WHEREAS, **TERRY FRANKS AND JENNIFER FRANKS** (“Borrower”) became indebted to **CROWN LENDING, INC.** (“Lender”), as evidenced by that certain promissory note (the “Note”), dated November 17, 2008, in the original principal amount of **FIFTY-THREE THOUSAND ONE HUNDRED AND NO/100 DOLLARS (\$53,100.00)**, executed and delivered by Borrower, to the order of **CROWN LENDING, INC.**, as payee, bearing interest and being due and payable as therein provided; and

WHEREAS, the indebtedness evidenced by the Note (the “Indebtedness”) is secured by, among other items, that certain Deed of Trust (the “Deed of Trust”) dated of even date with the Note, executed by Borrower, to **CYNTHIA GRACE BOZELLI, Trustee**, for the benefit of Lender, said Deed of Trust being filed for record and recorded in Volume 1575, Page 438, of the Official Public Records of Hill County, Texas, covering the Real Property described as follows, to-wit:

All that certain lot, tract of parcel of land lying and situated in the City of Hillsboro, Hill County, Texas, being a part of Lots 17 and 18 of the Huffines Addition to the City of Hillsboro, Hill County, Texas, according to the plat thereof recorded in Volume 195, Page 153 of the Deed Records of Hill County, Texas and being more particularly described on Exhibit “A” attached hereto and made a part hereof for all purposes.

along with any and all appurtenances, improvements, fixtures and personal property of any kind located thereon or pertaining thereto, including, without limitation, any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other facilities to the extent same pertain to or benefit all or any portion of the Property, including, without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or

hereafter acquired, and any leases and rents relating thereto, which are described therein (all of which is hereinafter referred to as the "Premises")

WHEREAS, to the full extent the Deed of Trust or any other security agreement held by Lender covers both real and personal property, including, without limitation, any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extend same pertain to or benefit all or any portion of the Property, including, without limitation, all reservations of or commitments or letters covering any such use in the future, any of said personal property which is part of the Premises or which is otherwise covered by a lien or security interest in favor of Lender will be hereinafter included in the definition of Premises as used herein and sold at public sale, hereinafter described, pursuant to Section 9.501(d) of the Texas Uniform Commercial Code;

WHEREAS, **CROWN LENDING, INC.** ("Beneficiary") is the current holder and owner of the Deed of Trust and the note secured thereby;

WHEREAS, there may be certain leases, rental agreements, easements and/or other matters (collectively, the "Other Matters") covering and/or affecting the Premises currently in existence;

WHEREAS, the liens securing the payment of the Indebtedness may be senior and superior to one or more of the Other Matters and junior and inferior to one or more of the Other Matters;

WHEREAS, with respect to the liens securing the payment of the Indebtedness, which are senior to the Other Matters and may not so subordinate liens to one or more of the Other Matters;

WHEREAS, in the event Lender/Beneficiary chooses to subordinate its liens securing the Indebtedness of any Other Matters, such decision will be announced at the foreclosure sale;

WHEREAS, default has been made in the payment of the Note and the Indebtedness, and the Note is now unpaid, delinquent and in default;

WHEREAS, Lender/Beneficiary has given all required notices to Borrower and any and all other necessary parties with regard to the defaulted Indebtedness or such notices to such other necessary parties have been waived;

WHEREAS, pursuant to the authority granted in the Deed of Trust, Lender/Beneficiary has appointed **SARA E. DYSART, KELLY GODDARD, DARIAN GODDARD AND JACK BECKMAN, to act jointly or separately as Substitute Trustee**, under the Deed of Trust pursuant to a duly authorized and executed appointment document;

WHEREAS, Lender/Beneficiary has requested the undersigned to enforce the liens of the Deed of Trust by sale of the Premises in the manner set forth under the terms of the Deed of Trust and pursuant to the laws of the State of Texas; and

WHEREAS, the undersigned Trustee, acting upon the request of said Lender/Beneficiary, by these presents is hereby posting, filing, and giving notice of foreclosure of the Deed of Trust and the lien thereto in accordance with applicable Texas law and the terms and provisions of the Deed of Trust.

NOW, THEREFORE, I, the undersigned, **SARA E. DYSART, KELLY GODDARD, DARIAN GODDARD AND JACK BECKMAN, acting jointly or separately as Substitute Trustee** as aforesaid, do hereby give notice that after due publication of this notice as required by law and the Deed of Trust, I will sell the Premises at public venue, to the highest bidder or bidders, for cash, which sale will begin no earlier than 10:00 a.m. and not later than 1:00 p.m. on the first Tuesday in December next, the same being December 3, 2013 at the County Courthouse in Hill

County, Texas, in the area where foreclosure sales are to take place as designated by the Commissioner's Court of said county, said designation having been recorded in the Official Public records of said county.

THE ADDRESS OF SARA E. DYSART, KELLY GODDARD, DARIAN GODDARD AND JACK BECKMAN, SUBSTITUTE TRUSTEE, IS 112 E. PECAN STREET, SUITE 3050, SAN ANTONIO, TEXAS 78205. ALL INQUIRIES SHOULD BE SENT TO THIS ADDRESS.

EXECUTED on this the 12 day of November 2013.

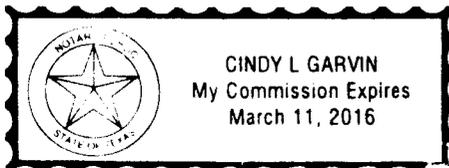


Print:

SUBSTITUTE TRUSTEE

THE STATE OF TEXAS §
 §
COUNTY OF Hill §

This instrument was acknowledged before on the 12 day of November 2013, by Kelly Goddard, Substitute Trustee, and in the capacity herein stated.




NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

SARA E. DYSART, P.C.
Attorney at Law
112 E. Pecan, Suite 3050
San Antonio, Texas 78205

All that certain lot, tract or parcel of land lying and situated in the City of Hillsboro, Hill County, Texas, being a part of Lots 17 and 18 of the Huffines Addition to the City of Hillsboro, Hill County, Texas, according to the plat thereof recorded in Volume 195, Page 153 of the Deed Records of Hill County, Texas, also being the same tract of land described in the deed from Paris Village Inc. to J. W. Powell, et ux dated July 19 1965, recorded in Volume 690, Page 784 of the Deed Records of Hill County, Texas, and being more particularly described by metes and boundaries follows:

BEGINNING at a 1/2 inch iron rod found for a corner the northwest corner of said Lot 17, lying in the southerly right-of-way line of East Walnut Street;

THENCE South 89 degrees 48 minutes 10 seconds East (bearing base line) 67.75 feet along the line of said Street to a 1/2 inch iron rod found for a corner;

THENCE South 3 degrees 18 minutes 47 seconds East 150.25 feet to a 5/8 inch iron rod set for a corner;

THENCE North 89 degrees 48 minutes 58 seconds West 75.00 feet to a 5/8 inch iron rod set for a corner;

THENCE North 0 degrees 30 minutes 50 seconds West 150.00 feet partially along a fence to the point of beginning and containing 10711.5 square feet of land more or less.