

AT 1:20 O'CLOCK P M

FEB 20 2020

305 CR 265, BECKVILLE, TX, 75631
7015FC.0262

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY Amended DEPUTY

**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, Sheryl LaMont, Robert LaMont, Harriett Fletcher, Allan Johnston, Sharon St. Pierre, Ronnie Hubbard, Terri Worley, Lisa DeLong, 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 April 07, 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 of the Panola County Courthouse, such steps being located on the east side, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court in PANOLA County, Texas or as designated by the County Commissioners.

**INSTRUMENT TO BE
FORECLOSED:**

Deed of Trust or Contract Lien dated 02/20/2019 and recorded under Volume, Page or Clerk's File No. Doc#215058 in the real property records of Panola County Texas, with JAMIE CARROLL JONES AND KIMBERLY K JONES, HUSBAND AND WIFE as Grantor(s) and CARRINGTON MORTGAGE SERVICES, LLC as Original Mortgagee.

OBLIGATIONS SECURED:

Deed of Trust or Contract Lien executed by JAMIE CARROLL JONES AND KIMBERLY K JONES, HUSBAND AND WIFE securing the payment of the indebtedness in the original principal amount of \$324,963.00 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 JAMIE CARROLL JONES, KIMBERLY K JONES, CARRINGTON MORTGAGE SERVICES, LLC 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 CARRINGTON MORTGAGE SERVICES, LLC 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:



CARRINGTON MORTGAGE SERVICES, L.L.C.
c/o CARRINGTON MORTGAGE SERVICES, L.L.C.
1600 SOUTH DOUGLASS ROAD, SUITE 200-A, ANAHEIM, CA 92806

LEGAL DESCRIPTION OF
PROPERTY TO BE SOLD:

TRACT ONE:

5.31 ACRES BEING OUT OF A CALLED 82.85 ACRES TRACT CONVEYED TO CHAD HAMILTON AND WIFE SHARON HAMILTON BY LARRY DORMAN AND WIFE, MICKEY DORMAN IN AN INSTRUMENT DATED AUGUST 27, 2008 AND RECORDED IN VOLUME 1473 PAGE 309 OF THE OFFICIAL PUBLIC RECORDS PANOLA COUNTY, TEXAS (OPRPC), LOCATED ON PANOLA COUNTY ROAD NO. 265 (CR 265), BEING SITUATED IN THE JACOBS H. COATS SURVEY A-133, PANOLA COUNTY, TEXAS AND BEGINNING AT A CORNER IN CR 265, WHENCE BEARS A 1/2" IRON ROD FOUND NORTH 53 DEGREES 04 MINUTES 36 SECONDS EAST A DISTANCE OF 30.08 FEET;

THENCE WITH THE WEST BOUNDARY LINE OF SAID 82.85 ACRES COMMON WITH THE CENTER OF SAID CR 265 AS FOLLOWS:

NORTH 28 DEGREES 32 MINUTES 45 SECONDS WEST A DISTANCE OF 51.92 FEET, AND NORTH 10 DEGREES 20 MINUTES 07 SECONDS WEST A DISTANCE OF 147.77 FEET, AND NORTH 04 DEGREES 30 MINUTES 43 SECONDS WEST A DISTANCE OF 42.84 FEET TO A CORNER IN SAME, WHENCE BEARS A 1/2" IRON ROD SET NORTH 53 DEGREES 10 MINUTES 33 SECONDS EAST 24.93 FEET;

THENCE ACROSS SAID 82.85 ACRES NORTH 53 DEGREES 01 MINUTES 33 SECONDS EAST A DISTANCE OF 748.42 FEET TO A 1/2" IRON ROD SET IN THE LOWER EAST BOUNDARY LINE OF SAID 82.85 ACRES, WHENCE BEARS AN EXISTING 5/8" IRON ROD FOUND MARKING AN INTERIOR ELL. CORNER OF SAME NORTH 36 DEGREES 06 MINUTES 57 SECONDS WEST 71.02 FEET;

THENCE WITH THE LOWER EAST BOUNDARY LINE OF SAID 82.85 ACRES SOUTH 34 DEGREES 35 MINUTES 22 SECONDS EAST A DISTANCE OF 660.98 FEET TO AN EXISTING 1/2" IRON ROD FOUND IN SAME;

THENCE ACROSS SAID 82.85 ACRES SOUTH 05 DEGREES 20 MINUTES 36 SECONDS WEST A DISTANCE OF 168.61 FEET TO AN EXISTING 1/2" IRON ROD FOUND MARKING THE SOUTHEAST CORNER OF A CALLED 5.00 ACRES CONVEYED TO DAVID B. DUNLAP AND HELEN K. DUNLAP AND RECORDED IN VOLUME 1560 PAGE 474 OF THE OPRPC;

THENCE WITH THE EAST BOUNDARY LINE OF SAID 5.00 ACRES NORTH 35 DEGREES 23 MINUTES 47 SECONDS WEST A DISTANCE OF 271.11 FEET TO AN EXISTING 1/2" IRON ROD FOUND MARKING THE NORTHEAST CORNER OF SAME;

THENCE ACROSS SAID 82.85 ACRES AS FOLLOWS:

NORTH 53 DEGREES 13 MINUTES 01 SECONDS EAST A DISTANCE OF 7.81 FEET TO AN EXISTING 1/2" IRON ROD FOUND, AND NORTH 35 DEGREES 23 MINUTES 47 SECONDS WEST A DISTANCE OF 292.38 FEET TO AN EXISTING 1/2" IRON ROD FOUND, AND SOUTH 53 DEGREES 12 MINUTES 10 SECONDS WEST A DISTANCE OF 727.59 FEET TO THE BEGINNING AND CONTAINING 5.31 ACRES.

TRACT TWO:

1.13 ACRES BEING OUT OF A CALLED 82.85 ACRES TRACT CONVEYED TO CHAD HAMILTON AND WIFE SHARON HAMILTON BY LARRY DORMAN AND WIFE, MICKEY DORMAN IN AN INSTRUMENT DATED AUGUST 27, 2008 AND RECORDED IN VOLUME 1473 PAGE 309 OF THE OFFICIAL PUBLIC RECORDS

PANOLA COUNTY, TEXAS (OPRPC), LOCATED ON PANOLA COUNTY ROAD NO. 265 (CR 265), BEING SITUATED IN THE JACOBS H. COATS SURVEY A-133, PANOLA COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID 1.13 ACRES COMMON WITH THE NORTHWEST CORNER OF A CALLED 5.31 ACRES RECORDED IN VOLUME 1663 PAGE 678 OF THE OPRPC, SAID CORNER LOCATED IN CR 265, WHENCE BEARS A 1/2" IRON ROD FOUND NORTH 53 DEGREES 12 MINUTES 10 SECONDS EAST A DISTANCE OF 25.00 FEET;

THENCE WITH THE CENTERLINE OF SAID CR 265 NORTH 04 DEGREES 30 MINUTES 43 SECONDS WEST A DISTANCE OF 73.79 FEET TO A CORNER IN SAME, WHENCE BEARS A 1/2" IRON ROD SET NORTH 52 DEGREES 20 MINUTES 43 SECONDS WEST A DISTANCE OF 27.36 FEET;

THENCE ACROSS SAID 82.85 ACRES NORTH 52 DEGREES 20 MINUTES 43 SECONDS EAST A DISTANCE OF 709.97 FEET TO AN EXISTING 5/8" IRON ROD FOUND MARKING AN INTERIOR ELL CORNER OF SAME;

THENCE WITH THE LOWER EAST BOUNDARY LINE OF SAID 82.85 ACRES SOUTH 34 DEGREES 44 MINUTES 11 SECONDS EAST A DISTANCE OF 73.06 FEET TO AN EXISTING 1/2" IRON ROD FOUND IN SAME MARKING THE NORTHEAST CORNER OF SAID 5.31 ACRES;

THENCE WITH THE NORTH BOUNDARY LINE OF SAID 5.31 ACRES SOUTH 53 DEGREES 12

MINUTES 10 SECONDS WEST A DISTANCE OF 746.68 FEET TO THE BEGINNING AND CONTAINING 1.13 ACRES. (the "Property")

REPORTED PROPERTY
ADDRESS: 305 CR 265, BECKVILLE, TX 75631

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 refilled 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 17 day of February, 2020.

Respectfully,

JACK O'BOYLE & ASSOCIATES, PLLC



Jack O'Boyle | SBN: 15165300

jack@jackobovle.com

Travis H. Gray | SBN: 24044965

travis@jackobovle.com

Chris S. Ferguson | SBN: 24069714

chris@jackobovle.com

P.O. Box 815369

Dallas, Texas 75381

P: 972.247.0653 | F: 972.247.0642

ATTORNEYS FOR MORTGAGEE AND/OR ITS MORTGAGE
SERVICER

Posted by: Sheryl LaMont 02-20-2020