

NOTICE OF TRUSTEE'S SALE

THE STATE OF TEXAS §

COUNTY OF HUNT §

Re: Borrower: The G. M. S. Family Trust (herein "Borrower")

Noteholder: Vision Bank, N.A. (herein "Noteholder")

Note: Promissory Note dated October 6, 2016, executed by Borrower, in the original principal amount of \$105,236.53, payable to the order of Noteholder (herein the "Note")

Deed of Trust: Deed of Trust dated October 6, 2016, executed by Borrower for the benefit of Noteholder, of record under Instrument No. 2017-1866, of the Official Public Records of Hunt County, Texas, and corrected to correct the name of the Grantor to Gina McDuff Sullivan, Trustee of The G.M.S. Family Trust, as shown by Corrected Instrument of record under Instrument No. 2017-17403, Official Public Records of Hunt County, Texas (herein the "Deed of Trust")

Assignment of Rents: Assignment of Rents dated October 6, 2016, executed by Borrower for the benefit of Noteholder, of record under Instrument No. 2017-1867, of the Official Public Records of Hunt County, Texas, and corrected to correct the name of the Grantor to Gina McDuff Sullivan, Trustee of The G.M.S. Family Trust, as shown by Corrected Instrument of record under Instrument No. 2017-17404, Official Public Records of Hunt County, Texas (herein the "Assignment of Rents")

Guaranty: Commercial Guaranty dated October 6, 2016, executed by Gina McDuff Sullivan, as Guarantor, in favor of Noteholder, wherein Guarantor absolutely and unconditionally guarantees the payment of the hereinabove referenced Note (herein the "Guaranty")

19 NOV 12 PM 12:11
 DEPUTY
 TERRY J. WEIG
 007

Property:

Being all that certain Lot, Tract, or Parcel of Land situated in the City of Greenville, Hunt County, Texas, being part of the Sarah Hamilton Survey, Abstract No. 479, and the C. C. Shepherd Survey, Abstract No. 1002, being Tract One and Tract Two described in the Deed from Luther Jackson Smith, et ux, to Volume 910 at Page 65 and the 1.2 acres described in the Deed from the Greenville Chamber of Commerce to Garland L. Rozell, et ux, recorded in said Deed Records in Volume 878, at Page 467 and being more particularly described as follows:

BEGINNING at the Southwest corner of said 1.2 acres tract, said corner being in the center of Traders Road;
THENCE N 15° 47' 31" E, at 40.75 feet passing a ½ inch iron rod set at the Southeast corner of Lot 1, Block 1, Wal-Mart Addition and continuing with the West line of said 1.2 acres tract and the East line of said Lot 1 for a total distance of 543.51 feet to a ½ inch iron rod set at the Northwest corner of said 1.2 acres tract for a corner;
THENCE S 83° 11' 28" E with the North line of said 1.2 acres tract and said Tracts One and Two a distance of 192.96 feet to a 3/8 inch iron rod found at the Northeast corner of said Tract Two, for a corner;
THENCE S 06° 32' 31" W with the East line of said Tract Two, at 486.92 feet passing a ½ inch iron rod set for reference and continuing for a total of 526.94 feet to the Southeast corner of said Tract Two, for a corner in the center of Traders Road;
THENCE N 85° 12' 58" W with the South lines of said Tracts Two and One and said 1.2 acres tract a distance of 280.45 feet to return to the Place of Beginning and containing 2.885 acres of land of which 0.255 acre lies in Traders Road (herein the "Property")

Trustee:

William Riley Nix, Randy Daniel, and Cindy Daniel
(herein the "Substitute Trustee")

Trustee's Mailing Address:

717 North Crockett
Sherman, Grayson County, Texas 75090

WHEREAS, pursuant to the Deed of Trust, Borrower executed said Deed of Trust for the benefit of Noteholder, the Property as herein described together with the improvements, personal property, fixtures, appurtenances, and other rights, titles, and interests more particularly

described in the Deed of Trust (hereinafter collectively referred to as the "Property"), to secure the payment of, among other things, the Note;

WHEREAS, the undersigned has been appointed Trustee (herein so called) in the place of the original Trustee pursuant to the terms of the Deed of Trust;

WHEREAS, an event of default has occurred under the terms of the Note and the Deed of Trust, and pursuant to its rights under the Note and the Deed of Trust, Noteholder accelerated the maturity of the Note, causing the entire unpaid principal balance of and all accrued and unpaid interest thereon to become due and payable, and written notice of default and Noteholder's intent to accelerate, and written notice of acceleration have been given to Borrower;

WHEREAS, the Note has remained unpaid from the date that it was accelerated and declared due and payable; and

WHEREAS, Noteholder has requested William Riley Nix, Randy Daniel and Cindy Daniel as Substitute Trustees, and either one of them acting alone is duly empowered to serve as Trustee to sell the Property in the manner provided for in the Deed of Trust (the "Foreclosure Sale"), to satisfy the indebtedness secured by the lien of the Deed of Trust (the "Indebtedness").

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that the Property will be sold at the Foreclosure Sale pursuant to the Texas Property Code, as follows:

1. The Foreclosure Sale will be on **Tuesday, December 3, 2019**;
2. The earliest time at which the Foreclosure Sale will occur is **1:00 p.m.** and will begin at that time or not later than three hours after that time;
3. The Foreclosure Sale will take place at **the Common Area at the base of the Central Stairway on the 2nd Floor inside the Hunt County Courthouse, located at 2507 Lee St., Greenville, Texas 75401, or the base of the North steps outside the Courthouse, in the event the Courthouse is closed, or as designated by the County Commissioner's Court for such sales; and**
4. The Property will be sold to the highest bidder for cash, except that Noteholder's bid may be by credit against the Indebtedness.

The sale noticed herein shall include the interest of the Borrower in any fixtures and personal property covered by the Deed of Trust and any other documents executed in connection with or as security for the Note, Noteholder having directed the undersigned to sell, and the undersigned hereby noticing the sale of, any such fixtures and personalty pursuant to rights granted to the Noteholder under the Texas Business and Commerce Code

THE SALE OF THE PROPERTY IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE SUBSTITUTE TRUSTEE, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SUBSTITUTE TRUSTEE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COMPLIANCE WITH LAWS, RULES, AGREEMENTS OR SPECIFICATIONS, NOR WITH RESPECT TO CONDITION, QUALITY, CAPACITY, DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH ARE EXPRESSLY WAIVED BY PURCHASER.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU 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.

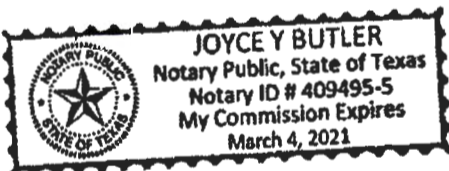
WITNESS MY HAND this 7th day of November, 2019.

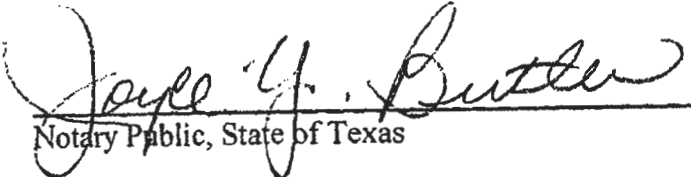


WILLIAM RILEY NIX, Substitute Trustee

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 7th day of November, 2019, by WILLIAM RILEY NIX, Substitute Trustee.





Notary Public, State of Texas