

NOTICE OF NON-JUDICIAL FORECLOSURE SALE 2019 MAR 11 PM 2:17

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, on August 25, 2017, Denele Gunnarson, a married person, executed a certain Deed of Trust and Security Agreement ("Deed of Trust") to secure Ozona National Bank - San Marcos Branch in the payment of one certain Promissory Note of even date therewith in the principal sum of \$750,000.00 ("Note"), said Deed of Trust being filed for record on September 1, 2017, among the Official Records of Colorado County, Texas as Document No. 4624 (Vol. 846, Pages 554-564). Denele Gunnarson's spouse did not join in the Deed of Trust for the reason the real property described in the same document forms no part of their homestead and is Denele Gunnarson's sole and separate property and estate; and

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

WHEREAS, default, as same is defined in the Note and/or the Deed of Trust, has occurred and the outstanding indebtedness on same is now wholly due; and

WHEREAS, Ozona National Bank - San Marcos Branch, the Owner and Holder of the Note ("Lender") has requested the undersigned to sell the real property described in the Deed of Trust to satisfy all or a portion of the said indebtedness as defined in the Deed of Trust.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **Tuesday, April 2, 2019**, beginning at **1:00 p.m.**, or not later than three hours after that time, any Substitute Trustee appointed by the holder of the Note will sell the following described real property to the highest bidder for cash, subject to the unpaid balance due and owing on any lien indebtedness affecting the property which is superior to the Deed of Trust, at the Courthouse of **Colorado County, Texas**, in the area designated by the Commissioners Court of such County, or if no such area has been so designated, then at the place where non-judicial foreclosure sales of real property are customarily and regularly held in **Colorado County, Texas**, which real property is described as follows:

Tract One: Being 26.31 acres, more or less, out of the John Andrews Survey, A-3, Colorado County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto;

Tract Two: Being 63.00 acres, more or less, out of the John Andrews Survey, A-3, Colorado County, Texas, more particularly described by metes and bound in Exhibit "A" attached hereto.

Together with all improvements on the property; all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights, and water stock; all fixtures attached to the property; and all personal property, if any described in and secured by the Deed of Trust.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INTEREST IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

The property to be sold is the same property described in said Deed of Trust, except as same may have been modified of record.

THE SALE OF THE PROPERTY IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE SUBSTITUTE TRUSTEE(S), EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. NEITHER THE OWNER OF THE PROMISSORY NOTE NOR THE SUBSTITUTE TRUSTEE(S) MAKES ANY 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 REPRESENTATIONS WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH ARE EXPRESSLY WAIVED BY PURCHASER. PROSPECTIVE BIDDERS ARE ADVISED TO CONDUCT AN INDEPENDENT INVESTIGATION OF THE NATURE AND PHYSICAL CONDITION OF THE PROPERTY.

Therefore, notice is given that on and at the date, time, and place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law. If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

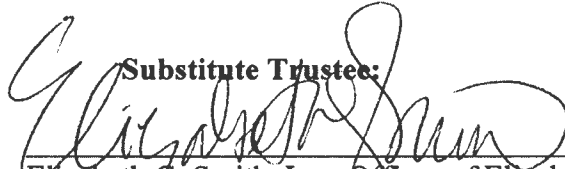
The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lender. Prospective bidders are strongly urged to examine the applicable property records

to determine the nature and extent of such matters, if any.

Pursuant to section 51.0075(a) of the Texas Property Code, Substitute Trustee(s) reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee(s).

IN WITNESS HEREOF, this instrument has been executed to be effective this 8th day of March, 2018.

Substitute Trustee:



Elizabeth G. Smith, Law Offices of Elizabeth G. Smith
6655 First Park Ten, Suite 240, San Antonio, TX 78213
Ph: 210-731-9177; Fax: 210-731-9130; Cell 210-861-3959

And/Or

Jim Mills, Susan Mills, Emily Northern, Ed Henderson, Donna King, Sheila Horak, Robin Johnson, and Debby Jurasek, for and on behalf of Abstracts/Trustees of Texas, PO Box 9932, Austin, TX 78766. P: 512-340-0331; F: 512-340-0226

After Recording Return to:

Law Offices of Elizabeth G. Smith
6655 First Park Ten, Suite 240
San Antonio, Texas 78213

Property: Tract 1 (26.31 ac) and Tract 2 (63 ac), John Andrews Survey A-3

TRACT ONE: Being 26.31 acres, more or less, out of the John Andrews Survey, A-3, Colorado County, Texas, more particularly described by metes and bounds described below

TRACT TWO: Being 63.00 acres, more or less, out of the John Andrews Survey, A-3, Colorado County, Texas, more particularly described by metes and bounds described below

FIELD NOTES of a survey of 26.31 acre tract of land out of the John Andrews Survey, Abstract No.3, Colorado County, Texas. Said 26.31 acre tract being a part of that originally called 63.00 acre tract of land described in a deed to 110 Kickler, recorded in Volume 295, Page 294, of the Dead Records of Colorado County, Texas for which reference is made and the said 26.31 acre tract being described by metes and bounds as follows. TO-WIT:

BEGINNING at a 1/2 inch iron rod found in the Northerly line of Kickler Road for the Southwest corner of the parent 63.00 acre tract, corner being also the common Southeast corner of a called 196.63 acre tract described originally in a deed to Kermit Kickler, et ux, Volume 295, Page 288, Colorado County Dead Records;

THENCE North 00° 59' 53" West a distance of 707.21 feet (called North 01° 00' West) with the Westerly line of the parent 63.00 acre tract, being also the common Easterly line of the said 196.63 acre tract to a 5/8 inch rod set w/cap for the Northwest corner of the herein described 26.31 acre tract, corner being also the common Southwest corner of a 23.07 acre tract surveyed also this day out of the parent 63.00 acre tract and from said corner a 1/2 inch iron rod found for the Southeast corner of a called 13.773 acre tract described in a deed to Jenice Kickler Houghton, Volume 141, Page 231, Colorado County Official Records bears 598.91 feet:

THENCE North 88° 50' 59" East across the parent 63.00 acre tract and being the Northerly line of the herein described tract, the common Southerly line of the said 23.07 acre tract and at 1428.64 feet a 5/8 inch iron rod set w/cap in the occupied Westerly line of Fischer Buller Road and continuing for a total distance of 1444.61 feet to a 5/8 inch iron rod set w/cap for the Northeast corner of the herein described 26.31 acre tract, corner being also the common Southeast corner of the said 23.07 acre tract and being also within the limits of said Fischer Buller Road, from said corner a 3/4 inch iron bolt found for the Northeast corner of the parent 63.00 acre tract bears North 01° 09' 01" West a distance of 528.14 feet;

THENCE South 01° 09' 01" East a distance of 796.86 feet (called South 00° 52' East) with the Easterly line of the parent 63.00 acre tract and being within the limits of Fischer Buller Road to a 5/8 inch iron rod set w/cap for the Southeast corner of the parent 63.00 acre tract, from said corner a 1/2 inch iron rod found (called for in record deed) for reference at the occupied Northwest corner intersection of Fischer Buller Road and Kickler Road bears North 01° 19' 40" West a distance of 19.44 feet;

THENCE South 88° 41' 03" West a distance of 1252.29 feet (called South 89° 30' West - 1251.5') with the Southerly line of the parent 63.00 acre tract and being within the limits of Kickler Road to a 5/8 inch iron rod set w/cap for corner;

THENCE North 65° 29' 53" West a distance of 215.44 feet (called North 63° 30' West - 215.44') with the Southwest line of the said parent 63.00 acre tract and being also within the limits of Kickler Road to the PLACE OF BEGINNING, containing 26.31 acres of land, more or less, of which 0.56 acre being within the limits of said Fischer Buller Road and Kickler Road.

Being 63.00 acres of land, more or less, same being out of and a part of that certain original 81-3/4 acre tract, also out of and a part of that certain original 180.0 acre tract were conveyed by Helene Kickler, a feme sole, and surviving widow of Friedrich Kickler, Dec'd, et al, to Henry Kickler, by Deed dated January 19, 1913, of record in Volume 52, Pages 184-187, Deed Records of Colorado County, Texas, which said 63.00 acres of land, more or less, is more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the South boundary line of the Henry Kickler original 81-3/4 acre tract for the southeast corner of the herein described 63.00 acre tract, from which an iron pin set bears North 00° 29' West 4.0 varas. Said point beginning being North 63° 30' West 127.00 varas, and South 89° 31' West 404.54 varas from the southeast corner of the said Kickler 81-3/4 acre tract;

THENCE South 89° 31' West 1,671.96 varas along the North boundary line of the O. A. Arndt land to a point in the center of Cummins Creek for the southwest corner of the herein described tract, from which an iron pin set bears North 89° 31' East 33.00 varas;

THENCE North 6° 29' East 216.00 varas along and in the center of Cummins Creek to a point in same for the northwest corner of this tract, from which an iron pin set bears North 89° 31' East 20.0 varas;

THENCE North 89° 31' East 1,645.76 varas along the South boundary line of a 196.63 acre tract partitioned by this survey to Kermit Kickler to an iron pin set for the northeast corner of the herein described tract;

THENCE South 00° 29' East 214.40 varas along the West boundary line of the said Kermit Kickler 196.63 acre tract to the point of beginning.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.

EXHIBIT A