

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

THE STATE OF TEXAS  
COUNTY OF MARION

§  
§ KNOW ALL MEN BY THESE PRESENTS  
§

Date: June 14, 2021

**Deed of Trust**

Dated:	November 13, 2018
Grantor:	Bryan Lee Johnson
Trustee:	Law Offices of John B. Low, P.C.
Beneficiary:	Ronald Finn
County Where Property is Located:	Marion County
Recorded As:	Vol. 974, Pg. 491, Official Public Records of Marion County, Texas.
Property:	16.23 acres, more or less, situated in the I. H. Johnson Survey, Marion County, Texas, as described in Deed dated June 13, 2002, from Sharon Rushing Hayes to Sadalia Smith et al, in Volume 648, Page 700, Official Public Records of Marion County, Texas, and being the same property conveyed to Ronald Finn by deed recorded in Volume 230, Page 332, Official Public Records of Marion County, Texas.

OFFICIAL PUBLIC RECORDS  
 MARION COUNTY, TEXAS  
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**DATE OF SALE OF PROPERTY (First Tuesday of the Month, Between 1:00 PM and 4:00 PM): July 6, 2021**

**Place of Sale of Property (Including County):** At the Marion County Courthouse, Jefferson, Texas, at the place designated by the Commissioners of said County, the designation having been recorded in the office of the County Clerk of said County, which designation is adopted in this Notice by this reference.

WHEREAS, Bryan Lee Johnson (the "Grantor"), executed Deed of Trust dated November 13, 2018, and recorded on November 26, 2018, in the Official Public Records of Marion County, Texas, (the "Records") in Volume 974, Page 491 (together with all extensions, modifications, and renewals, if any, collectively referred to hereinafter as the "Deed of Trust");

WHEREAS, the Grantor, pursuant to the Deed of Trust, conveyed to Law Offices of John B. Low, P.C. (the "Original Trustee") for the benefit of Ronald Finn (the "Beneficiary"), all of the Property described, defined, and referred to in the Deed of Trust;

WHEREAS, the Deed of Trust secures payment of that certain Promissory Note dated November 13, 2018, executed by the Grantor, as the Maker, and payable to the order of Ronald Finn (the "Beneficiary"), in the original principal sum of TWENTY-NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$29,500.00) (together with all extensions, modifications, and renewals, if any, collectively referred to as the "Note");

WHEREAS, the Beneficiary is the current legal owner and holder of the indebtedness secured by the Deed of Trust (the "Indebtedness") and Beneficiary, as the holder of the Indebtedness, may appoint in writing a substitute or successor trustee succeeding to all rights and responsibilities conferred upon the Original Trustee in the Deed of Trust and by applicable law;

WHEREAS, Grantor has defaulted in the performance of its obligations under the Deed of Trust, notice has been given to Grantor by certified mail, return receipt requested, stating that Grantor is in default, and Grantor has failed to cure such default(s);

WHEREAS, acceleration of maturity and demand have been made upon Grantor for payment of the Indebtedness, and/or have been waived, and/or have occurred;

WHEREAS, the proceeds of the Note were used for commercial purposes, and the Property was not to be used by the debtor for residential purposes;

WHEREAS, the Deed of Trust named the Law Offices of John B. Low, P.C., as Trustee of the Deed of Trust;

WHEREAS, the Beneficiary desires to appoint the undersigned, Dean A. Searle, as Substitute Trustee of the Deed of Trust;

WHEREAS, the Note secured by the Deed of Trust ("the Note") and Deed of Trust are in default and the entire unpaid balance of the Note is due and payable, and Beneficiary intends to enforce the power of sale set forth in the Deed of Trust; and

WHEREAS, the Beneficiary has directed the Substitute Trustee to enforce the power of sale under the Deed of Trust for the purpose of collecting the indebtedness secured under it, after the giving of at least 21 consecutive days' notice and recording the Notice in the Marion County Clerk's Office giving the time, place, and terms of said sale, and description of the property to be sold, pursuant to the Deed of Trust and the laws of the State of Texas;

NOW, THEREFORE, I, Dean A. Searle, Substitute Trustee, at the request of the Beneficiary, hereby give notice, after due posting as required by the Deed of Trust and the Texas Property Code, that I will, or a Substitute Trustee will, after due posting and filing of this Notice,

and after having given written notice of at least 21 consecutive days by certified mail, return receipt requested, to each debtor obligated to pay the Note and indebtedness secured by the Deed of Trust, at the last-known address of each such debtor, according to the records of Beneficiary, as required by the Deed of Trust and the laws of the State of Texas, sell the Property at public auction to the highest bidder or bidders for cash at the Marion County Courthouse, Jefferson, Marion County, Texas, the area that has been designated as the general area where foreclosure sales are conducted pursuant to the order of the Commissioner's Court which has been recorded in the office of the County Clerk of Marion County, Texas, the sale to begin no earlier than 1:00 PM and no later than three (3) hours after such time, on the first Tuesday of July, 2021.

Those desiring to purchase the Property will need to demonstrate their ability to pay cash on the day the Property is sold.

The foreclosure sale would 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 be made subject to all prior matters of record effecting the property, if any, to the extent that they remain in force and effect and have not been subordinated in the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matter, if any.

THE SALE OF THE PROPERTY IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE TRUSTEE OR ANY DULY APPOINTED SUBSTITUTE TRUSTEE OR HOLDERS OF SAID INDEBTEDNESS, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. NEITHER THE BENEFICIARY NOR THE TRUSTEE OR SUBSTITUTE TRUSTEE MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE 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(S).

