

NOTICE OF SUBSTITUTE TRUSTEE'S SALE
(Oldham County, Texas)

Date: December 14, 2020

Deed of Trust ("Deed of Trust"):

Dated: December 1, 2010
Grantor: David G. Wiseman
Owner/Holder: Rosemary Scott Revocable Living Trust
Trustee: William Scott and/or Rosemary Scott
Substitute Trustee: C. Jason Fenton
Substitute Trustee's Mailing Address: P. O. Box 9158, Amarillo, TX 79150
Substitute Trustee's Physical Address: 500 S. Taylor, Suite 1200, Amarillo, TX 79101
Successor Substitute Trustee: Mike Smiley
Successor Substitute Trustee's Mailing Address: P. O. Box 9158, Amarillo, TX 79150
Successor Substitute Trustee's Physical Address: 500 S. Taylor, Suite 1200, Amarillo, TX 79101
Lender: Rosemary & William Scott Revocable Living Trust
Recorded in: Volume 207, Page 213 of the Official Public Records, Oldham County, Texas

Vendor's Lien Note ("Note"):

Dated: December 1, 2010
Original Principal Amount: \$46,750.00
Borrower/Maker: David G. Wiseman
Payee/Lender: Rosemary & William Scott Revocable Living Trust
Owner/Holder: Rosemary Scott Revocable Living Trust
Pre-Maturity Interest Rate: 9% per annum
Post-Maturity Interest Rate: 12% per annum
Date of Maturity: November 1, 2025

Real Property securing Note under Deed of Trust (the "Property")¹:

The South 10 ft. of Lot FIVE (S. 10' of 5) and all of Lot SIX (6), in Block Numbered ONE HUNDRED TWENTY FOUR (124), in the City of Vega, Oldham County, Texas, as same are shown by the Second Revised Map of Vega, recorded Map Records of Oldham County, Texas.

¹ To the extent the property description conflicts with the property description in the Deed of Trust, the description in the Deed of Trust shall control for all purposes.

FILED FOR RECORD
2020 DEC 14 AM 9:12
DARLA LOCKINGBILL
COUNTY-DISTRICT CLERK
OLDHAM COUNTY, TEXAS
BY: *Darlan Lockingbill*

Date of Sale of Property: January 5, 2021

Earliest Time of Sale of Property: 10:00 a.m. (Central Time)

Place of Sale of Property: On the East steps of the Oldham County Courthouse, 385 Main Street, Vega, Oldham County, Texas 79092, or if the preceding area is no longer the designated area, at the area most recently designated by the Oldham County Commissioner's Court.

Secured Obligation: Note and any and all obligations described in or secured by the Deed of Trust.

David G. Wiseman is (a) the Borrower under and the maker of the Note; (b) the obligor under the Secured Obligation; and (c) the Grantor of the Deed of Trust, (collectively the "Borrower"). **The Rosemary Scott Revocable Living Trust** is: (a) the owner and Holder of the Note and Secured Obligation; and (b) is the Beneficiary under the Deed of Trust, (collectively the "Lender"). Because of default in performance of Borrower's obligations under the Note and Deed of Trust referenced above, and in accordance with provisions of those instruments, Lender has requested Substitute Trustee and Successor Substitute Trustee to sell the Property described above. Substitute Trustee and/or Successor Substitute Trustee will sell the Property by public auction to the highest bidder for cash at the place and date specified to satisfy the debt secured by the Deed of Trust. The sale will begin at the time stated above or within three hours after that time.

The Lender (or its designee, assignee, or agent, as applicable), who is also the Beneficiary, will be permitted to "credit bid" against the Secured Obligation; other bidders will need to demonstrate the ability to pay cash on the Date of Sale of Property. Additional conditions for the conduct of the sale may be announced by the Substitute Trustee and/or Successor Substitute Trustee before the bidding is opened for the first sale of the day to be conducted by the Substitute Trustee and/or Successor Substitute Trustee.²

The Property will be sold *AS IS, WHERE IS, IN ITS PRESENT PHYSICAL CONDITION*,³ subject to ad valorem tax liens, if any, against the Property. Any prospective purchaser is encouraged to conduct its own independent investigation of the Property, record title

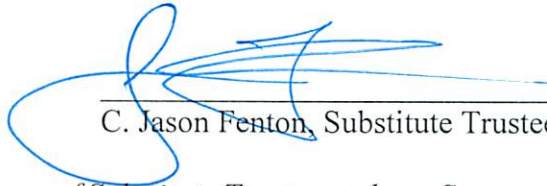
² See Tex. Prop. Code § 51.0075.

³ See Tex. Prop. Code § 51.009.

to the Property, tax liens, if any, against the Property, and the physical condition of the Property prior to the sale.

If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the amount paid. The purchaser shall have no further recourse against the Grantor, the Lender & Beneficiary, the Substitute Trustee and/or Successor Substitute Trustee, or the attorney for the Substitute Trustee and/or Successor Substitute Trustee or the Lender & Beneficiary.

SIGNED: December 14, 2020.


C. Jason Fenton, Substitute Trustee

See page one (1) for name and street address of Substitute Trustee and any Successor Substitute Trustees.

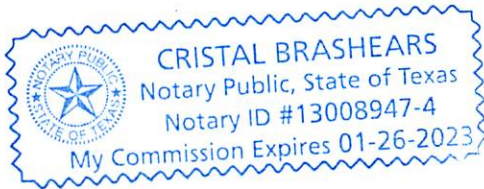
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF POTTER §

This instrument was acknowledged before me this 14th day of December, 2020, by C. Jason Fenton.



Notary Public, State of Texas



AFTER POSTING, RETURN TO:

C. Jason Fenton
Underwood Law Firm, PC
P.O. Box 9158
Amarillo, TX 79105-9158