



## NOTICE OF FORECLOSURE SALE

State of Texas           §  
                                   §  
 County of Waller       §

Notice is hereby given of a public non-judicial foreclosure sale.

1. Property To Be Sold. The property to be sold is described as follows:

LOT FOUR (4), BLOCK ONE (1), OF PINE OAK ESTATES, NUMBER TWO SUBDIVISION, SECTION ONE, A SUBDIVISION LOCATED IN THE B.B.B. AND C.R.R. COMPANY SURVEY, ABSTRACT 98, WALLER COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 308, PAGE 673 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS.

2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: **March 3, 2015**

Time: The sale shall begin no earlier than **10:00 AM** or no later than three hours thereafter.

Place: **Waller County Courthouse in Hempstead, Texas**, at the following location: the area designated by the Commissioners Court of **Hempstead, Waller County, Texas**, pursuant to § 51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if no such place is so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted).

The deed of trust permits the Mortgagee of Record to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust 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 refiled 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.

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.

Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

3. Terms of Sale. 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 of Record 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 nature and extent of such matters, if any.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

4. Type of Sale. The sale is a non-judicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by **Darryl Murphy**.
5. Obligations Secured. The Deed of Trust is dated **March 13, 2008**, and is recorded in the office of the County Clerk of **Waller County, Texas**, in/under **Document No. 801792, Book 1098, Page 529, Official Public Records of Waller County, Texas**. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including but not limited to the promissory note in the original principal amount of **\$142,500.00**, executed by **Darryl Murphy**, and payable to the order of **Country Living Mortgage**.

**Original Mortgagee: Country Living Mortgage.**

**Current Mortgagee of Record: Nationstar Mortgage, LLC** whose address is **350 Highland Drive, Lewisville, TX 75067**.

6. Default and Request To Act. Default has occurred under the deed of trust, and the beneficiary has requested me, as Substitute Trustee, to conduct this public sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.
7. **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.**

Sent by: Jeffrey B. Lewis  
Robertson Anschutz Veters  
10333 Richmond Avenue, Suite 550  
Houston, TX 77042

DATED February 3, 2015.



**Patricia Poston, David Poston, Nick Poston, Debby Jurasek** Substitute Trustee  
c/o Robertson Anschutz Veters  
10333 Richmond Avenue, Suite 550  
Houston, TX 77042  
Phone: 713-980-9500

1001050-1

**FILED AND RECORDED**

**Instrument Number: 15-009**

Filing and Recording Date: 02/09/2015 12:21:55 PM Pages: 3 Recording Fee: \$6.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



*Debbie Hollan*

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Debbie Hollan, County Clerk  
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Kim Imhoff, Deputy

Returned To: