

NOTICE OF TRUSTEE/SUBSTITUTE TRUSTEE'S SALE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF DeWitt §

WHEREAS, by Deed of Trust dated May 12, 2009, Veola B. Enoch conveyed to J. Milton Chapman, as Trustee, the following property situated in the County of DeWitt, Texas, to-wit:

All of Lot Twelve (12), in Block 59, Original Townsite of the City of Yoakum, DeWitt County, Texas, said block being known as Block No. 1059 according to the Bartlett & Ranney Map of the City of Yoakum, DeWitt County, Texas, and being one of the lots described in Deed dated December 23, 2004, from DeWitt County et al to Margie McMullen, recorded in Volume 159, Page 55, Official Public Records of DeWitt County, Texas

(herein the "Property") to secure that those two (2) certain Promissory Notes therein described in the original principal amounts of \$23,400.26 and \$39,500.00, executed by Veola B. Enoch, being now payable to Golden Crescent Habitat for Humanity as successor to Habitat for Humanity of Dewitt County, Texas, Inc. (herein the "Note" whether one or more), which such Deed of Trust is recorded in under Instrument No. Volume 286, Page 775 of the Official Public Records of DeWitt County, Texas (herein "Deed of Trust"); and

WHEREAS, by Deed of Trust dated May 12, 2009, Veola B. Enoch conveyed to Michael Gerber, as Trustee, the same property situated in the County of DeWitt, Texas to secure that certain Promissory Note therein described in the original principal amounts of \$20,000.00 and , executed by Veola B. Enoch, and originally payable to Texas Department of Housing and Community Affairs and now payable to Golden Crescent Habitat for Humanity as successor to Habitat for Humanity of Dewitt County, Texas, Inc. which such Deed of Trust is recorded in under Instrument No. Volume 286, Page 781 of the Official Public Records of DeWitt County, Texas (herein "Deed of Trust"); and

WHEREAS, the undersigned has been appointed as Substitute Trustee in the first deed of trust referenced above, and by written appointment of substitute trustee in the place and stead of Michael Gerber, Trustee, in the second Deed of Trust referenced above, said appointment being in the manner authorized by the Deed of Trust; and

WHEREAS, default has occurred under the terms of the Notes secured by the Deeds of Trust; the indebtedness evidenced therein is now wholly due and the owner and holder of said indebtedness has requested the undersigned to sell the property to satisfy same.

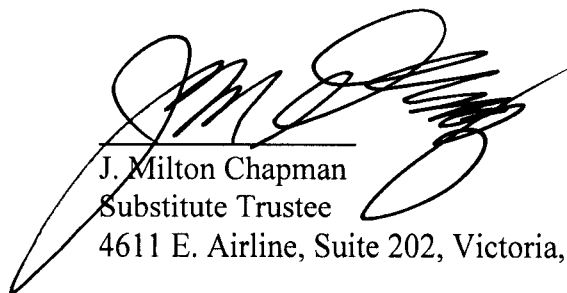
NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday September 5, 2023, I will sell for cash, the property in the area designated by the Commissioner's Court of DeWitt County as the area where foreclosure sales are to take place, at the DeWitt County Courthouse, to the highest bidder. The time at which the sale will begin will be 10:00 am, or within three (3) hours after said time.

In offering this property for sale at foreclosure pursuant to its deed of trust, neither the lien holder nor the duly appointed trustee or substitute trustee, as the case may be, make any warranties or representations, express or implied, regarding the compliance or non-compliance of this property with the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), the Resource Conservation and Recovery Act, ("RCRA"), the Texas Solid Waste and Disposal Act, the Regulations of the United States Environmental Protection Agency, the Texas Water Commission, or any other Federal, State or local environmental law or regulation, which include, but are not limited to representations that the property has not been used (i) for the storage, transportation, processing or disposal of hazardous waste, industrial solid or municipal solid waste as those terms are defined in the Texas Solid Waste and Disposal Act, Tex. Rev. Civ. Stat. Ann. Art. 4477-7, or any toxic or hazardous wastes, substances or materials as identified under the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et

seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), as amended, and the regulations of the United States Environmental Protection Agency, or (ii) in such a way as to create any environmental condition that is actionable under any Federal, State or local environmental law or regulation. Any such representations or warranties are expressly disclaimed hereby.

The Purchaser of the property at the foreclosure sale shall accept and take the property in its present condition and subject to any loss, claims, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expense, action, or cause of action, pursuant to any Federal, State or local law or regulation.

WITNESS my hand this the 7th day of August, 2023.



J. Milton Chapman
Substitute Trustee
4611 E. Airline, Suite 202, Victoria, TX 77904

Filed for Record
This, the 8th day of August 2023
at 3:20 o'clock P M

NATALIE CARSON, COUNTY CLERK OF
DeWitt County, Texas
DEPUTY 