

FILED FOR RECORD
BY: *Lisa Giffen, Deputy*
2023 OCT 17 PM 4:14

NOTICE OF TRUSTEE'S SALE

DARLA LOUGHMILL
COUNTY-DISTRICT CLERK
OLDHAM COUNTY, TEXAS

Date: October 17, 2023

Promissory Note ("Note")

Date: Effective as of March 1, 2021
Original Principal Amount: \$88,000.00
Borrowers: Aron Fangman and wife, Karissa Fangman
Lender & Payee: Ron Dewees dba Caprock Storage
Owner/Holder: Ron Dewees dba Caprock Storage
Pre-Maturity
Initial Interest Rate: As provided in the Note
Pre-Maturity
Current Interest Rate: As provided in the Note
Post Maturity
Interest Rate: 18% per annum

Deed of Trust ("Deed of Trust")

Dated: Effective as of March 1, 2023
Grantors: Aron Fangman and wife, Karissa Fangman

Trustee: Jason Fenton
Trustee's Mailing Address: P.O. Box 9158, Amarillo, Texas 79105-9158
Trustee's Physical Address: 500 S. Taylor, Ste. 1200, Amarillo, Texas 79101
Lender/Beneficiary: Ron Dewees dba Caprock Storage
Lender/Beneficiary
Mailing Address: P.O. Box 450, Vega, Texas 79092
Recorded in: Document No. 20210184, Volume 254, Page 154 of
the Official Public Records, Oldham County, Texas

Property Securing Note under Deed of Trust ("Property"¹):

All of that real property located in Oldham County, Texas, more particularly described as follows:

Lots 4 and 5, plus alleyway, of Block 72, an Addition to the City of Vega, Oldham County, Texas.

County of Sale: Oldham County, Texas

¹ In the event of a conflict between this instrument and the Deed of Trust concerning the description of the Property, the description contained in the Deed of Trust will control.

Date of Sale: November 7, 2023

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

Place of Sale of Property: On the steps of the Courthouse in Oldham County, Texas, located at 105 S. Main Street, Vega, Texas, as designated by the Oldham County Commissioners Court pursuant to Order duly recorded in the Deed Records of Oldham County, Texas.

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

The Lender is the owner and holder of the right to receive payments due under the Secured Obligation including the Note. The Lender is the owner and beneficiary of the liens and security interests granted under or contained within the Deed of Trust and any related loan documents.

Because of default in performance of the Secured Obligation by the Borrowers and/or the Grantors under the Deed of Trust, Trustee will sell the Property by public auction to the highest bidder on the Date of Sale of Property at the Place of Sale of Property to satisfy the debt secured by the Deed of Trust. The sale will begin at the Earliest Time of Sale of Property (see above) or within three (3) hours thereafter.

To the extent allowed by the Deed of Trust or applicable law, the Trustee may, in his or her sole discretion, or as directed by the Lender, sell the Property in one lot or by separate lots or parcels. The Lender (or its designee, assignee, or agent, as applicable), who is the beneficiary under the Deed of Trust, 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. Additional conditions for the conduct of the sale may be announced by the Trustee before the bidding is opened for the first sale of the day to be conducted by the Trustee.²

The Deed of Trust may encumber both real and personal property. Formal notice is given of the Lender’s election to proceed against and sell both the real property and any personal property

² See Tex. Prop. Code § 51.0075.

described in the Deed of Trust in accordance with the Lender's rights and remedies under the Deed of Trust and Section 9.604 of the Texas Business and Commerce Code.

Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold AS IS, WHERE IS, IN ITS PRESENT PHYSICAL CONDITION, 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 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 Grantors or Borrowers, the Lender, the Trustee, Successor Trustee or the attorney for the Trustee, Successor Trustee, or the Lender.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU 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 MILITARY DUTY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

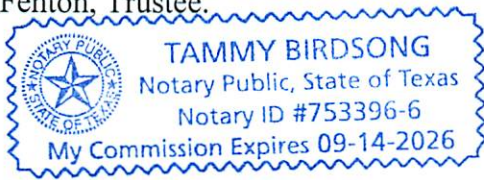


Jason Fenton, Trustee

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF POTTER §

This instrument was acknowledged before me this 17th day of October, 2023, by Jason Fenton, Trustee.




Notary Public, State of Texas

AFTER POSTING, RETURN TO:

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

ADDRESS OF THE LENDER

Ron Dewees dba Caprock Storage
P.O. Box 450
Vega, Texas 79092