

## NOTICE OF FORECLOSURE SALE

**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.**

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

SURFACE ESTATE ONLY of the West 145 acres of Section Nineteen (19), Block C-32, Public School Land, Terry County, Texas together with any improvements, structures, or fixtures thereon.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is that certain Deed of Trust (the "deed of trust") recorded as Document #257275 (Book 836, Page 622) in the Official Public Records of Terry County, Texas.

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

Date: September 1, 2015 (Tuesday)

Time: The sale will begin no earlier than 10:00 A.M. and end no later than three hours thereafter. The sale will be completed by no later than 1:00 P.M.

Place: Terry County Courthouse in Brownfield, Texas, at the following location: The north door of the Terry County Courthouse, 500 W. Main, Brownfield, Texas 79316 or as designated by the Terry County Commissioners

The deed of trust permits the beneficiary 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 refileing may be after the date originally scheduled for this sale.

4. *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 beneficiary

thereunder to have the bid credited to the secured indebtedness 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 cash on the day the property is sold.

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.

Pursuant to the deed of trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

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.

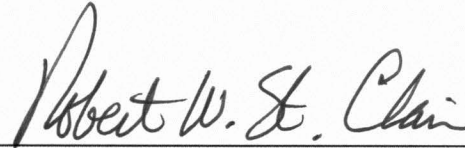
5. *Type of Sale.* The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Eddie Garza and Rosita Garza.

6. *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) a promissory note in the original principal amount of \$100,000.00, executed by Eddie Garza, Rosita Garza, and Garza Farms, JV and payable to the order of Commercial State Bank; (b) all renewals and extensions of the note; and (c) any and all present and future indebtednesses of Eddie Garza, Rosita Garza, and Garza Farms, JV to Commercial State Bank. Commercial State Bank is the current owner and holder of the Obligations and is the beneficiary under and mortgagee the deed of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, Commercial State Bank, Attn: Jay Youngblood, at 505 North Main Street, Seminole, Texas 79360, phone 432/758-9595.

7. *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 sale. Notice is given that one of the other substitute trustees appointed by the beneficiary may actually conduct the sale or before the sale the beneficiary may appoint another person as the substitute trustee to conduct the sale.

Dated: July 31, 2015.



ROBERT W. ST. CLAIR, Substitute Trustee  
4716 4<sup>th</sup> Street, Suite 200  
Lubbock, Texas 79416

