

**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 real property to be sold is described as follows:

Two tracts of land located in Terry County, Texas described in Exhibit "A" attached hereto.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust and Assignment of Rents (the "deed of trust") recorded as Document #258253 (Book 841, Page 771) 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: November 7, 2017 (Tuesday)

Time: The sale will begin no earlier than 10:00 a.m. and 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: inside the north entrance of the Terry County Courthouse, 500 W. Main, Brownfield, Texas or at any other place 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 refiled 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 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 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.

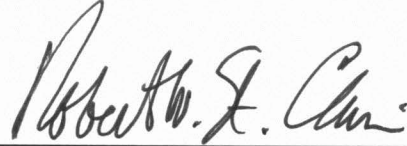
5. *Type of Sale.* The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Juan Garcia and Edilia Garcia.

6. *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtedness and obligation therein described (the "Obligation") including but not limited to (a) the promissory note in the original principal amount of \$76,000.00, executed by Juan Garcia and Edilia Garcia, and payable to the order of Commercial State Bank; (b) all renewals and extensions of the note, if any; and (c) any and all other obligations owed by Juan or Edilia Garcia to Commercial State Bank. Commercial State Bank is the current owner and holder of the Obligation and is the beneficiary and mortgagee under 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 before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

Dated: October 12, 2017.



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

EXHIBIT A

Tract 1: A tract of land out of the South part of Section 104, Block T, D & W Ry. Co. Survey, Terry County, Texas, described by metes and bounds as follows, to-wit:

BEGINNING at a steel rod that bears East 2136.22 feet and North 30 feet from the Southwest corner of Section 104, block T, for the Southeast corner of this tract;

THENCE North parallel to the West line of Section 104, Block T, a distance of 222.67 feet to a point for the Northeast corner of this tract;

THENCE West parallel to the South line of said Section 104, Block T, a distance of 135 feet to a point for the Northwest corner of this tract;

THENCE South 222.67 feet to a point for the Southwest corner of this tract;

THENCE East a distance of 135 feet to the place of beginning, less all of the oil, gas and other minerals in, on and under and that may be produced from said land.

Tract 2: 1.95 acres of land, more or less, out of Section 104, Block T, D & W RR Co. Survey, Terry County, Texas, as more particularly described in that certain Warrant Deed dated February 3, 1981, from Brownfield Development Foundation, Inc. to the Threshold Development Company, recorded in Volume 419, Page 439, of the Deed Records of Terry County, Texas.



The property is located in Terry County at 701 East Bynum Lane, Brownfield, Texas 79316 and is further described in that certain Deed of Trust filed as Document #258253 and in Book 841, Page 771 in the Official Public Records of Terry County, Texas.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). The Security Instrument will remain in effect until the Secure Debts and all underlying agreements have been terminated in writing by Lender.

11.2.77

THE STATE OF TEXAS COUNTY OF TERRY  
I hereby certify that this instrument was  
filed on the date and time stamped hereon by  
Terry County Clerks Office and was duly recorded  
in the volume and page of the named records of.

TERRY COUNTY  
OFFICIAL PUBLIC RECORD

Any provision herein which restricts the sale,  
rental, or use of the described Real Property  
because of color or race is invalid and  
unenforceable under federal law.

Hon. Kim Carter, County Clerk  
Terry County, Texas

Instr. : 273689  
Volume : 0916  
Page : 0389  
#Pages : 5  
File Date : 13 October, 2017  
Time Filed : 2:03 PM

