

**NOTICE OF FORECLOSURE SALE RE: REAL AND PERSONAL PROPERTY**

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 and personal property to be sold is described as follows:

**TWO IMPROVED TRACTS OF LAND AND PERSONAL PROPERTY (i.e., farm products and supplies, accounts and other rights to payments, and inventory) located in Gaines County, Texas described in Exhibit "A" attached hereto owned by Primal Gardens, LLC.**

2. *Instruments to be Foreclosed.* The instruments to be foreclosed are a Deed of Trust and Security Agreement recorded as Document #2015-5222, as modified, in the Official Public Records of Gaines County, Texas and a Deed of Trust and Security Agreement recorded as Document #2016-3714 in the Official Public Records of Gaines County, Texas (the "deeds of trust"). The duly appointed substitute trustee conducting the sale has the sole discretion to determine the order in which the respective lien instruments will be foreclosed.

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

Date: September 3, 2019 (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: IN THE AREA BOUNDED BY THE WEST BY THE WEST EDGE OF THE WEST PORCH OF THE COURTHOUSE AND ON THE EAST BY THE MIDDLE LANDING OF THE INSIDE STAIRS LEADING INTO THE COURTHOUSE FROM THE WEST DOOR OR AS DESIGNATED BY THE COUNTY COMMISSIONERS, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE.

The deeds of trust permit the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deeds of trust need not appear at the date, time, and place of a scheduled sale to announce the

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8/13/19 8:25 A m  
Berry, County Clerk  
Gaines County, Texas  
Amanda Wall  
Deputy



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.

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 respective deeds of trust and security agreements permitting the beneficiary thereunder to have the bid(s) credited to the note(s) up to the amount of the unpaid debt(s) secured by the deeds of trust and security agreements 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 respective deeds 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 respective deed(s) of trust. The sale shall not cover any part of the property that has been released of public record from the lien of the respective deeds 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 respective deeds 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 respective deeds of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the subject real and personal 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 and personal property lien foreclosure sale being conducted pursuant to the power of sale granted by the respective deeds of trust and security agreements executed by Primal Gardens, LLC.



6. *Obligations Secured.* The respective deeds of trust and security agreements provide that they secure the payment of the indebtednesses and obligations therein described (the "Obligations") including, but not limited to, (a) a Real Estate Lien Note dated September 10, 2015, in the original principal amount of \$400,000.00 signed by Primal Gardens, LLC, payable to Commercial State Bank as modified ("Loan 92925"), secured by a Deed of Trust and Security Agreement recorded in the Official Public Records of Gaines County, Texas as Document 2015-5222 as modified; (b) a Real Estate Lien Note dated June 24, 2016, in the original principal amount of \$1,872,500.00 signed by Primal Gardens, LLC, payable to Commercial State Bank ("Loan 93918"), secured by a Deed of Trust and Security Agreement recorded in the Official Public Records of Gaines County, Texas as Document 2016-3714; (c) all renewals and extensions of the notes, if any; and (d) any and all other obligations owed by Primal Gardens, LLC to American Momentum Bank. American Momentum Bank, the successor-in-interest by merger with Commercial State Bank, is the current owner and holder of the Obligations and is the beneficiary and mortgagee under the subject deeds of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, American Momentum Bank, Attn: Kevin Petty, at 505 North Main Street, Seminole, Texas 79360, phone 432/758-9595.

7. *Default and Request to Act.* Default has occurred under the respective deeds of trust, and the beneficiary has requested me, as substitute trustee, or one of the other authorized substitute trustees to conduct this sale. Notice is given that before the sale the beneficiary may appoint other persons as authorized substitute trustees to conduct the sale.

Dated: August 9, 2019.



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



EXHIBIT "A"

Tract 1: A 9.85 acre tract of land out of the North part of Lot 23, La Tierra South Subdivision, a subdivision of 292.92 acres of land out the South-half of Section 192, Block G, W.T.R.R. Gaines County, Texas, as per plat recorded in #163, Plat Cabinet Records of Gaines County, Texas, said 9.85 acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap marked "NEWTON SURVEYING" set in the South line of a 20 feet alley, for the Northwest corner of this tract, from which a 5/8" iron rod found for the Southwest corner of said Section 192, bears N.87°45'46"E. 1705.00 feet and S.02°14'14"W. 2618.08 feet (bearings compared to the Texas Coordinate System of 1983, North Central Zone, distances are true at an averaged surface elevation).

THENCE S.87°59'34"E., along the South line of said 20 feet alley 953.70 feet to a 1/2" iron rod with cap marked "NEWTON SURVEYING" set in the West line of that certain 10 feet waterline easement from NEWCO to the City of Seminole, dated June 24, 2010, and recorded in Volume 2010, Page 4805, Official Public Records, Gaines County, Texas, for the Northeast corner of this tract;

THENCE S.02°01'57"W., along the West line of said 10 feet waterline easement, a distance of 450.00 feet to a 1/2" iron rod with cap marked "NEWTON SURVEYING" set for the Southeast corner of this tract;

THENCE N.87°59'34"W. 953.70 feet to a 1/2" iron rod with cap marked "NEWTON SURVEYING" set for the Southwest corner of this tract;

THENCE N.02°01'57"E. 450.00 feet to the PLACE OF BEGINNING;

SAVE AND EXCEPT all oil, gas, and other minerals.

TRACT 2: A 15.15 acre tract of land out of the North part of Lot 23, La Tierra South Subdivision, a subdivision of 292.92 acres of land out the South-half of Section 192, Block G, W.T.R.R. Gaines County, Texas, as per plat recorded in #163, Plat Cabinet Records of Gaines County, Texas, said 15.15 acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap marked "NEWTON SURVEYING" set in the Westerly right-of-way line of a 60 feet roadway, for the most Northerly-Northeast corner of said Lot 23, and for the Northeast corner of this tract, from which a 1/2" iron rod with aluminum cap found for the Southeast corner of said Section 192 bears S.87°47'30"E. 1153.64 feet and S.02°12'30"W. 2626.30 feet (bearings compared to the Texas Coordinate System of 1983, North Central Zone, distances are true at an averaged surface elevation).

THENCE S.02°13'10"W., at 40.00 feet pass an ell corner of said 60 feet roadway, in all 450.00 feet to a 1/2" iron rod with cap marked "NEWTON SURVEYING" set for the Southeast corner of this tract;

THENCE N.87°59'34"W. 1465.66 feet to a 1/2" iron rod with cap marked "NEWTON SURVEYING" set in the East line of that certain 10 feet waterline easement from NEWCO to the City of Seminole, dated June 24, 2010, and recorded in Volume 2010, Page 4805, Official Public Records, Gaines County, Texas, and for the Southwest corner of this tract;

THENCE N.02°01'57"E., along the East line of said 10 feet waterline easement, a distance of 450.00 feet to a 1/2" iron rod with cap marked "NEWTON SURVEYING" set in the South line of a 20 feet alley, for the Northwest corner of this tract;

THENCE S.87°59'34"E., along the South line of said 20 feet alley, a distance of 1467.13 feet to the PLACE OF BEGINNING; SAVE AND EXCEPT all oil, gas, and other minerals.

All of the following which Debtor owns now or in the future, together with all parts, accessories, repairs, replacements, improvements, and accessions, and wherever located: FARM PRODUCTS AND SUPPLIES:

All farm products including, but not limited to, all poultry and livestock and their young, along with their produce, products, and replacements; all crops, annual or perennial, and all products of the crops; and all feed, seed, fertilizer, medicines, and other supplies used or produced in Debtor's farming operation. Where required, the livestock will be properly tagged or branded. All

of the following which Debtor owns now or in the future, together with all parts, accessories, repairs, replacements, improvements, and accessions, and wherever located: ACCOUNTS AND OTHER RIGHTS TO PAYMENTS: All rights to payments, whether or not earned by performance, including, but not limited to, payment for property or services sold, leased, rented, licensed, or assigned. This includes any rights and interests (including all liens) which Debtor may

have by law or agreement against any account debtor or obligor of Debtor. All of the following which Debtor owns now or in the future, together with all parts, accessories, repairs, replacements, improvements, and accessions, and wherever located: INVENTORY: All inventory held for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in Debtor's business.