

## 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:

A tract of land located in Bailey County, Texas described as: 177 Acres, Tract 13, League 196, Lubbock County School Lands, Bailey County, Texas (more particularly described in that certain warranty deed filed in Volume 0326, Page 0130 in the Official Public Records of Bailey County, Texas)

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is a Deed of Trust recorded as Instrument No. 2019-24230 (Vol. 0330, Page 0708) in the Official Public Records of Bailey County, Texas.

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

Date: May 5, 2020 (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: AT THE EASTERLY COURTHOUSE DOOR OF THE BAILEY COUNTY COURTHOUSE, 300 SOUTH 1<sup>ST</sup> STREET, MULESHOE, TEXAS, FACING STATE HIGHWAY 214 OR AS DESIGNATED BY THE COUNTY COMMISSIONERS' OFFICE, OR AS DESIGNATED BY THE COUNTY COMMISSIONERS' COURT OF IF SUCH AREA HAS NOT BEEN SO DESIGNATED, AT THE PLACE WHERE FORECLOSURE SALES OF REAL PROPERTY ARE CUSTOMARILY AND REGULARLY HELD IN BAILEY COUNTY, TEXAS, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE.

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 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 deed of trust permitting the beneficiary thereunder to have the bid(s) credited to the note(s) 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 respective 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 Lisa Allen.

6. *Obligation 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 Conservation Reserve Program Rental Payment Purchase and Sale Agreement, in the original principal amount of \$43,704.00 signed by Lisa Allen, payable to First Western Federal Savings Bank ("Agreement No. FWF-138"), secured by a Deed of Trust recorded in the Official Public Records of Bailey County, Texas as Instrument No. 2019-24230 (Vol.

0330, Page 0708). First Western Federal Savings Bank is the current owner and holder of the Obligation and is the beneficiary and mortgagee under the subject deed of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, First Western Federal Savings Bank, Attn: Pam Silver, at 402 Main Street, Rapid City, South Dakota 57709-1435, phone 605/341-1203.

7. *Default and Request to Act.* Default has occurred under the deed 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: April 13, 2020.



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ROBERT W. ST. CLAIR, Substitute Trustee  
4716 4<sup>th</sup> Street, Suite 200  
Lubbock, Texas 79416  
806/744-1100