

Filed 14th day of June  
in 2022, At 11:03 AM.  
JODI MORGAN  
County Clerk, Milam County, Texas  
By Melinda [Signature]  
Deputy

**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 (including any improvements) to be sold is located in Milam County, Texas and is more fully described as follows:

**Real Property:**

Being 22.48 acres, more or less, out of the Levi Taylor Survey, A-61, Milam County, Texas and being more fully described by metes and bounds in Exhibit "A" to the Deed of Trust and Security Agreement attached hereto and incorporated by reference herein for all purposes.

**Personal Property:**

(6) Broiler Houses Located at 6349 MCR278, Rosebud, TX 76570

The following equipment is per house.

Feeders: 3 lines of feeders, feed pans and control motors. Winching system.

Feed Storage Bins & Fill System: 2 feed bins, 1 fill system with switches.

Drinkers: 4 drinker lines with nipples, drinkers, regulators, and end kits; winches; flush system; wall regulator; medicator.

Waterers: Water system with regulators, gauges, controls for cool cell system; booster pump and winch kit.

Heating: brooders; heaters; winching system.

Lighting System: 2 rows of 60 watt 130 volt incandescent lights; high pressure sodium lights; Rotem control; Rotem backup with delays.

Ventilation: Tunnel fans with shutters and back up thermostat and timer.

Alarm System: Temperature alarm system and sensor; Pager; Audible alarm

Air Inlet Area: Inlet curtain machine; High/low static pressure alarm with pager

Cool Cell System and Pads: Pad system; cool cells

Curtains: Brood curtain; Baffle Curtains; Curtain machine; Divider curtain.

Migration Fences

Electrical System: All electrical performed to National Electric code

Foggers: 9 lines of foggers and nozzles; ½ high pressure pump; Timer and backup thermostat.

Heavy Duty Drill per farm

Farm equipment per farm

165 KW Kohler Generator, Serial #LM-229308-1098.

The real property and personal property being sold is the same property described in the Deed of Trust, and Deed of Trust and Security Agreement (defined below).

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust dated as of March 16, 2020, executed by Son Dinh Nguyen (“Nguyen”) and Kim Lienthi Pham (“Pham;” collectively with Nguyen, “Debtors” or “Borrowers”) to First Financial Bank, F.S.B. (“Bank” or “Lender”), recorded on March 23, 2020, as document number 1090 of the Official Public Records of Milam County, Texas (the “Deed of Trust”).

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

Date: July 5, 2022

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

Place: The sale will take place at the East door of the Milam County Courthouse in the City of Cameron, Milam County, Texas.

In the event Lender decides to postpone, withdraw, or reschedule the sale for another day, 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 Lender thereunder to have the bid credited to the Note (defined below) 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 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 and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust.

6. *Obligations Secured.* The Deed of Trust and Security Agreement, and Security Agreement provides that it secures the payment of the indebtedness and obligations therein described (collectively, the "Obligations") including, but not limited to, (a) the Deed of Trust Note (the "Note"), dated March 16, 2020, having an original principal balance of \$1,375,000.00, executed by Debtors, and payable to the order of Lender, and (b) penalties and interest. In addition, the Note and the Deed of Trust provide for reimbursement to the holder of the Note of its reasonable attorney's fees and expenses incurred in collecting this debt.

7. *Default and Request to Act.* Default has occurred under the Deed of Trust and the Note, and Lender 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.

EXECUTED to be effective as of June 13, 2022.



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SUBSTITUTE TRUSTEE  
IAN G. KLEIN  
OR RICHARD H. HESTER  
OR PETE FLOREZ  
OR DAVID GARVIN  
OR FLORENCE ROSAS  
OR KELLY GODDARD

c/o Bell Nunnally & Martin LLP  
2323 Ross Street, Suite 1900  
Dallas, Texas 75201

**AFTER RECORDING, RETURN TO:**

**Ian G. Klein  
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