

NOTICE OF FORECLOSURE SALE

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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 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:

**TRACT 1:** The Surface estate only of the East 168 feet of Tract 22 of the Breckon Subdivision, out of Section 25, Block A-9, Public School Land, Gaines County, Texas; (2589 CR 200D)

**TRACT 2:** An easement for the use of a septic system which is partially situated on the West 75 feet of the East 243 feet of Tract Twenty-Two (22) of the Breckon Subdivision, out of Section twenty-Five (25), Block A-9, Public School Land, Gaines County, Texas. This easement shall include an easement for the use of a septic system which is partially situated on the West 75 feet of the East 243 feet of Tract Twenty-Two (22) of the Breckon Subdivision, out of Section Twenty-Five (25), Block A-9, Public School Land, Gaines County, Texas. This easement shall include the right of ingress and egress onto the subservient estate for the purpose of repair and maintenance of the septic system; and Grantee shall be responsible for any damages to the subservient estate resulting from the use, maintenance, or repair of the said septic system.

SAVE AND EXCEPT all of the oil, gas and other minerals in, on and under and that may be produced from said property.

The following improvements are included: **None**

For Value received and to secure the payment of the Note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the Note according to its terms, this Deed of Trust shall have no further effect and Beneficiary shall release it at Grantor's expense.

**Other Exceptions to Conveyance and Warranty:** SUBJECT TO all prior mineral reservations and convinces of record and FURTHER SUBJECT TO all oil and gas leases, easements and property restrictions of record.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the deed of trust dated **December 27, 2013**, and filed at Instrument No. **2013-6130**, Property Records, Gaines County, Texas.

— FILED —  
12-22-21 10:04am  
Terri Berry, County Clerk  
Gaines County, Texas  
BY [Signature]  
Deputy



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

**Date: February 1, 2022**

**Time:** The sale will begin no earlier than 10:00 A.M. or no later than three hours thereafter. The sale will be completed by no later than 4:00 P.M.

**Place:** Gaines County Courthouse in Seminole, Texas, at the following location: 101 S. Main Street, Seminole, Texas, on the west Courthouse steps.

The deed of trust does not permit 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 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 their bid immediately in cash if their bid is accepted.

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.

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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 **Cody Williams** to **Leslie W. Gassaway**.

6. *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtedness and obligations therein described including but not limited to (a) the promissory note in the original principal amount of \$80,000.00, executed by **Cody Williams**, and payable to the order of **Leslie W. Gassaway**, (Mortgagee); and (b) any and all present and future indebtednesses of **Cody Williams** to **Leslie W. Gassaway**. **Leslie W. Gassaway** is the current owner and holder (Mortgagees) of the Obligations and is the beneficiary under the deed of trust. The full balance of principal and interest is now due and payable, being **\$22,400.12**.

As of December 1, 2021, there was owed in the following amounts:

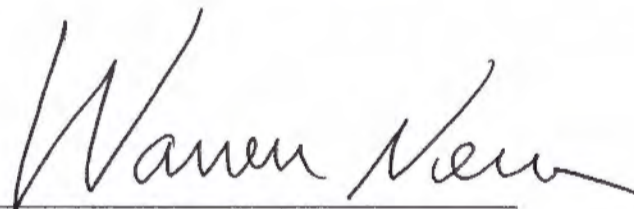
|  |             |
|--|-------------|
| Principal Amount Due                   | \$ 1,547.34 |
| Interest Due                           | \$ 208.96   |
| Attorney's fees                        | \$ 500.00   |
| Insurance                              | \$ -0-      |
| Late Charge                            | \$ -0-      |
| Taxes (Base tax, penalty and interest) | \$ 1,075.00 |

Questions concerning the sale may be directed to the undersigned or to the beneficiary **Leslie W. Gassaway**, at P.O. Box 3128, Hobbs, New Mexico 88241.

7. *Default and Request to Act.* Default has occurred under the deed of trust, and the beneficiary requested me, as Trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

Dated: December 21, 2021.



**Warren New**, Substitute Trustee  
P. O. Box 670  
319 N. Main  
Denver City, Texas 79323  
(806) 592-2129 - Telephone

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