

#7

NOTICE OF SUBSTITUE TRUSTEE FORECLOSURE SALE

Date: March 16, 2021
Substitute Trustee: Howard W. Klemmer
Substitute Trustee's Address: 18059 W Tierra Del Sol Dr
Surprise, AZ 85387

Deed of Trust:

Dated: October 2015
Grantor: Stasha Sill
Trustee: Joe W. Christina, Jr.
Beneficiary and Lender: Royalty Lending I, Ltd., a Texas limited partnership
Recording Information: Doc #2015-5719, of the Official Records of Gaines County, Texas
Secures: Promissory Note ("Note") in the original principal amount of \$50,000.00, executed by Stasha Sill ("Borrower") and payable to the order of Royalty Lending I, Ltd., a Texas limited liability company ("Beneficiary" or "Lender") and all other indebtedness of Borrower to Lender

Property: 1. All oil, gas, associated hydrocarbons and other minerals of every kind and character (collectively, the "Minerals") in, on and under, and which may be produced from the following described land:

All of Section 252, Block G, W.T.R.R. Co. Survey, Gaines County, Texas.

(the lands and depths described above and also described on Exhibit "A" attached to the Deed of Trust hereinafter referred to as the "Lands").

2. All rents, revenues, proceeds, production payments, shut-in gas payments, delay rentals and royalties (collectively, "Royalties") pertaining to, and payable in connection with, said Minerals and Lands pursuant to any oil and gas lease(s) or contract(s) for development covering said Minerals and Lands, including, without limitation, the following oil and gas lease(s) and assignment(s) (the following leases, as same may have been otherwise amended or modified from time to time are hereinafter referred to collectively as the "Leases"):

3/23/2021 FILED 8:15A. m
Terri Berry, County Clerk
Gaines County, Texas
BY Alissa Rodriguez
Deputy

- (i) That certain Oil, Gas and Mineral Lease, dated November 23, 1933, executed by and between Mary E. Coffey, a widow, Lessor, and P.G. Northrup, being recorded at Volume 11, Page 6, of the Official Records of Gaines County, Texas.
- 3. All Royalties pertaining to, and payable in connection with, said Minerals and Lands pursuant to any pooling designation covering said Minerals and Lands, without limitation.
- 4. All claims, counter-claims, cross-claims, demands, liens, actions and/or causes of action held by or accruing to Mortgagor: (i) under any oil, gas and/or other mineral lease, pooling designation, royalty deed, or other mineral contract covering all or any portion of said Minerals and Lands, including, without limitation, the Leases, and/or (ii) with respect to any Royalties held by, due and owing to, or accruing to, Mortgagor by virtue of his ownership of the Minerals and Lands.
- 5. All rights, titles, interests and estates of Mortgagor, jointly or severally, in and to the herein-described Property.
- 6. A security interest in all of Mortgagor's rights, titles and interests in and to oil, gas, associated hydrocarbons and other minerals of every kind and character in, on, under, and which may be produced from, the herein-described Property.

Foreclosure Sale:

Date: May 4, 2021

Time: The sale of the Property will be held between the hours of 10:00 a.m. and 4:00 p.m. local time; **the earliest time at which the Foreclosure Sale will begin is 10:00 a.m. and not later than three hours thereafter.**

Place: The sale will take place at the Gaines County Courthouse, 101 S. Main St., Seminole, TX 79360, in the area designated by the commissioners' court of such county as the place where public sales of real property under a power of sale conferred by a valid lien are to take place.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Royalty Lending I, Ltd.'s bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note, and certain advances made upon the Note, and in the performance of the obligations of the Deed of Trust. Because of that default, Lender and Beneficiary, the owner and holder of the Note, has requested Howard W. Klemmer, Substitute Trustee, to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Royalty Lending I, Ltd.'s election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Royalty Lending I, Ltd.'s rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Howard W. Klemmer, Substitute Trustee, will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Royalty Lending I, Ltd. passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.


The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lender and Beneficiary. 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 "AS IS," **without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

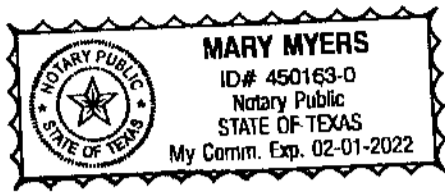
Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

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.



JOE W. CHRISTINA, JR., Attorney for
Mortgagee

SUBSCRIBED AND SWORN TO BEFORE ME on this 16th day of March, 2021.



Mary Myers
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

MY COMMISSION EXPIRES: 2-1-22