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NOTICE OF FORECLOSURE/TRUSTEE'S SALE

Notice pursuant to Texas Property Code § 51.002(i): 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. Sender is: Crenshaw, Dupree & Milam, LLP, attn: Aubrey D. Stutler, 4411 98th Street Suite 400, Lubbock, Texas, 79424.

Notice is hereby given of a public nonjudicial foreclosure sale.

1. **PROPERTY TO BE SOLD:** The property to be sold is described as follows:

All of the West one-half (W/2) of the of the South-east One-fourth (SE/4) and all of the West One-half (W/2) of Section 136, Block M, E. L. & R.R. RR. Co. Survey, in Dawson and Gaines Counties, Texas; SAVE and EXCEPT all of the South 61.3 acres of the West one-half (W/2) of said Section 136 (the "Property").

2. **DATE, TIME AND PLACE OF SALE:** The sale is scheduled to be held at the following date, time and place:

Date: Tuesday, September 7, 2021

Time: The sale shall occur between 10:00 o'clock a.m. and 4:00 o'clock p.m., or not later than three hours after that time.

Place: The sale shall take place at the South Entrance of the Courthouse or in the area designated by the Dawson County Commissioners Court pursuant to Texas Property Code § 51.002 as the place where foreclosure sales are to take place, or if no place is designated by the Commissioner's Court, the sale will be conducted at the Place where the Notice of Foreclosure Sale was posted.

3. **INSTRUMENT TO BE FORECLOSED:** Deed of Trust dated June 30, 2015, executed by Gayland Airhart and Donna Airhart, as Grantor, to Elwood Freeman, as Trustee for the benefit of The Lamesa National Bank, recorded in Book 770, Page 766 in the Official Public Records of Dawson County, Texas on July 2, 2015, and as Instrument No. 2015-4333, recorded in the Official Public Records of Gaines County, Texas on July 31, 2015.

4. **OBLIGATION SECURED:** The Deed of Trust secures the payment of the following indebtedness described therein:

REAL ESTATE LIEN NOTE

Date: June 30, 2015

Principal Amount: \$238,500.00

Maker/Borrower: Gayland Airhart and Donna Airhart

Payee: The Lamesa National Bank

5. **SUBSTITUTE TRUSTEE:** The identification of and contact information for the current Trustee is as follows:

Substitute Trustee: Aubrey D. Stutler

Street and Mailing Address: Crenshaw, Dupree & Milam, LLP
Attn: Aubrey D. Stutler
4411 98TH Street, Suite 79424
P.O. Box 64479
Lubbock, Texas 79464-4479 (P.O. Box)

Telephone: (806) 762-5281

Fax: (806) 762-3510

6. **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 its bid credited to the indebtedness up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

The sale will be made subject to any title matters set forth in the Deed of Trust. Prospective bidders are reminded that by law the sale will 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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid in cash if their bid is accepted.

Pursuant to Texas Property Code § 51.009, the property will be sold in "as is, where is" condition, without any express or implied warranties except as to the warranty of title (if any) provided for under the Deed of Trust.

Pursuant to Texas Property Code § 51.0075, the Trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further condition shall be announced before bidding is opened for the first sale of the day held by the substitute trustee.

7. **DEFAULT AND REQUEST TO ACT:** Default has occurred in the payment of the indebtedness secured by the Deed of Trust, and such indebtedness is now wholly due and payable. The owner and holder of the indebtedness has requested that the undersigned, as the current Trustee under the Deed of Trust, sell the property and apply the proceeds of such sale in accordance with the provisions of the Deed of Trust.

You will be able to prevent this foreclosure by paying The Lamesa National Bank before this foreclosure sale the total amount that is owed on the Note secured by the referenced Deed of Trust, plus all attorney's fees incurred by The Lamesa National Bank in collecting the same. Payment must be made in cash or by cashier's check made payable to The Lamesa National Bank and received by the undersigned before conducting the foreclosure sale. Partial payments will be applied on the Note but will not prevent the foreclosure sale. If you mail payment and it is received after the sale, it will have been sent too late. To the extent permitted under the terms of the Note and applicable law, the obligors on the Note will be liable for any deficiency remaining after application of the net foreclosure sale proceeds to the Note.

DATED this 17th day of August, 2021.


AUBREY D. SYUTLER, Substitute Trustee

AUG 17 2021 FILED 1:05 P. M.
Terri Berry, County Clerk
Gaines County, Texas
BY Alissa Rodriguez
Deputy