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| <b>HOCKLEY COUNTY</b><br>Jennifer Palermo<br>Hockley County Clerk<br>802 Houston St. Suite 213<br>Levelland, TX 79336<br>Phone: 806-894-3185 | <b>DOCUMENT #:</b> FC-2022-0028<br><b>RECORDED DATE:</b> 07/12/2022 01:35:03 PM<br> |
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| <b>Document Type:</b> NOTICE TRUSTEE SALE<br><b>Transaction Reference:</b><br><b>Document Reference:</b> | <b>Transaction #:</b> 881322 - 1 Doc(s)<br><b>Document Page Count:</b> 4<br><b>Operator Id:</b> Tdoshier |
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| <b>RETURN TO:</b> ()<br>BIGBEE & CURTIS<br>11010 INDIANA AVE<br>LUBBOCK, TX 79423 | <b>SUBMITTED BY:</b><br>BIGBEE & CURTIS<br>11010 INDIANA AVE<br>LUBBOCK, TX 79423 |
|---|---|

DOCUMENT # : FC-2022-0028  
RECORDED DATE: 07/12/2022 01:35:03 PM

I hereby certify that this document was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Hockley County.



*Jennifer Palermo*  
**Jennifer Palermo**  
Hockley County Clerk

**PLEASE DO NOT DETACH**  
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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**\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

**DATE:** July 12, 2022

**PROMISSORY NOTE:** Secured Promissory Note, described as follows:

**Original Date:** July 9, 2020

**Maker:** Carole Jean Brashear

**Payee:** TCT Financial III, LLC, a Texas limited liability company

**Amount:** \$66,950.00

**DEED OF TRUST:** Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement

**Original Date:** July 9, 2020

**Grantor:** Carole Jean Brashear

**Original Trustee:** Lauren Allen

**Beneficiary:** TCT Financial III, LLC, a Texas limited liability company

**Recorded in:** Document Number 20200001994 of the Official Public Records of Hockley County, Texas.

**LENDER:** TCT Financial III, LLC, a Texas limited liability company

**BORROWER:** Carole Jean Brashear

**PROPERTY:** The "Mortgaged Property" as described in the Deed of Trust and as described on **Exhibit A** attached hereto.

**SUBSTITUTE TRUSTEE:** Ryan J. Bigbee, Cassy McGinnis, Kinzie Johnson, Tammy Mathis, or Nicole Ybarra.

**SUBSTITUTE TRUSTEE'S MAILING ADDRESS:**

c/o Michael B. Franklin  
Munsch Hart Kopf & Harr, PC  
500 N. Akard Street, Suite 3800  
Dallas, Texas 75201

**DATE AND TIME OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:**

August 2, 2022, being the first Tuesday of the month, to commence at 10:00 a.m., or within three hours thereafter.

**PLACE OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:**

The north door of courthouse of the Hockley County Courthouse, located at 802 Houston St., Levelland, Texas 79336, or if the preceding area is no longer the designated area, then in the area designated by the Commissioners Court of Hockley County, Texas for real property foreclosures under Section 51.002 of the Texas Property Code pursuant to instrument(s) recorded in the real property records of Hockley County, Texas.

Default has occurred in the payment of the Promissory Note and in the performance of the obligations of the Deed of Trust, which secures the Promissory Note. Because of such default, Lender, the owner of the Promissory Note, and the holder of the Promissory Note and the Deed of Trust lien for purposes of Section 51.002 of the Texas Property Code, has requested Substitute Trustee to sell the Property in accordance with the terms of the Deed of Trust and applicable law.

The Deed of Trust encumbers both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code (Texas UCC).

Therefore, notice is given that on the Date and Time of Substitute Trustee's Sale of Property and at the Place of Substitute Trustee's Sale of Property, I, Substitute Trustee or such other Substitute Trustee as Lender may subsequently appoint, will sell the Property by public sale to the highest bidder for cash, in accordance with the Deed of Trust and applicable law. The sale and conveyance of the Property will be subject to all matters of record applicable to the Property which are superior to the Deed of Trust and to the permitted exceptions to title, if any, described in the Deed of Trust. Substitute Trustee has not made and will not make any covenants, representations, or warranties concerning the Property other than providing the successful bidder at the sale with a deed to the Property containing any warranties of title required by the Deed of Trust. The Property includes only Borrower's right, title, and interest in and to oil, gas and other minerals interests (including royalty interests) and is sold and conveyed "AS IS, WHERE IS", and WITH ALL FAULTS.

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

**ALTHOUGH SUBSTITUTE TRUSTEE(S) WAS PREVIOUSLY APPOINTED PURSUANT TO THE DEED OF TRUST AND THE TEXAS PROPERTY CODE, FOR AVOIDANCE OF DOUBT, THIS INSTRUMENT REAFFIRMS THAT APPOINTMENT AS FOLLOWS: 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 MORTGAGEE SERVICER.**

Printed Name: Ryan J. Bigbee  
Title: Substitute Trustee

**EXHIBIT "A"**  
**Mortgaged Property**

All of Borrower's right, title, and interest in and to the Minerals (hereinafter defined), and any current or future royalties, overriding royalties, bonuses, rents or other monies paid, due, or held in suspense as a result of the extraction, sale, lease, extension, or use of the following, or any proceeds therefrom:

1. The land described on Exhibit "A-1" attached hereto (the "Lands").
2. All natural resources or other substance of value which may be extracted or produced from the Lands (the "Minerals"). The Minerals include, but are not limited to oil, gas, carbons metals and water.
3. Any substances or materials that result from the extraction of Minerals from the Lands (the "Products"). The Products include, but are not limited to the extracted Minerals and any materials or substances created from the extracted Minerals.
4. Any existing leases that cover any part of the Lands (the "Lease").

The Mortgaged Property additionally includes all of Borrower's right, title, interest and estate in and to the Minerals and Proceeds and all other claims or causes of action held by or accruing to the Borrower under the Lease and any lease covering interests under the Lands or held by Borrower by virtue of ownership of the Lands, Minerals or Products, including, but not limited to revenues, incomes, and payments from royalties, overriding royalties, lease bonuses, lease extensions, and purchases.

**EXHIBIT "A-1"****HOCKLEY COUNTY, TEXAS:**

| <u>Lease</u>             | <u>Abstract</u> | <u>Survey</u>  |
|--------------------------|-----------------|----------------|
| MCMILLAN "18"            | 139             | WHARTON CSL    |
| SMALLWOOD, J. L.         | 139             | WHARTON CSL    |
| SMALLWOOD                | 139             | WHARTON CSL    |
| LEVELLAND UNIT           | 210             | VAL VERDE CSL  |
| SOUTHEAST LEVELLAND UNIT | 2               | BAYLOR, CSL    |
| HAMILL UNIT              | 232             | TAYLOR, A      |
| GLIMP UNIT               | 274             | PSL/FRAZIER, L |
| HAMILL, T. A.            | 211             | VAL VERDE CSL  |

**DESCRIPTION:**

Including but not limited to All of Grantor's oil, gas and minerals in the above Leases, Abstracts and Surveys and also in Hockley County, Texas more particularly described as follows:

E/2 of Labor 13, League 44, Raines County School Lands, Hockley County, Texas.

Levelland SE Unit Tract 24, Raines League 44, Labor 13A-180, Hockley County, Texas.

Tracts 2, 3, 4 and 5 out of T.A. Michaels Survey, Hockley County, Texas.

Levelland Unit Tract 16, T.A. Michaels Tracts 2 and 3A, Hockley County, Texas.

Labor 15, League 731, State Capital Lands, Hockley County, Texas.

Labor 7, League 731, State Capital Lands, Hockley County, Texas.

Labor 8, League 731, State Capital Lands, Hockley County, Texas.

Labor 8, League 732, State Capital Lands, Hockley County, Texas.

Labor 14, League 732, State Capital Lands, Hockley County, Texas.

Labor 15, League 731, State Capital Lands, Hockley County, Texas.

Labor 17, League 705, State Capital Lands, Hockley County, Texas.

Labor 5, League 731, State Capital Lands, Hockley County, Texas.

S/2 of Labor 16A-211, League 71, Val Verde School Lands, Hockley County Texas.

Lot 7 and Lot 8, Block 111, Levelland Townsite, Hockley County, Texas.

A tract consisting of 66.50 acres in Labor 2, T.A. Michael Survey, Abstract 321, Hockley County, Texas.