HOCKLEY COUNTY

Jennifer Palermo Hockley County Clerk 802 Houston St. Suite 213 Levelland, TX 79336

Phone: 806-894-3185

DOCUMENT #: FC-2025-0031

RECORDED DATE: 06/06/2025 03:05:17 PM

OFFICIAL RECORDING COVER PAGE

Page 1 of 16

Document Type: NOTICE TRUSTEE SALE

Transaction Reference: Document Reference:

RETURN TO: () KENT HALE PC 7202 SLIDE RD STE 300 LUBBOCK, TX 79424

Transaction #: 950922 - 1 Doc(s)

Document Page Count: 15

Operator Id: PKiser

SUBMITTED BY:

KENT HALE PC 7202 SLIDE RD STE 300 LUBBOCK, TX 79424

DOCUMENT #: FC-2025-0031

RECORDED DATE: 06/06/2025 03:05:17 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 **Hockley County Clerk**

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls. *COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

Date:

Deed of Trust:

Date:

May 15, 2014

Granter:

Carla Tallmon

Beneficiary: Federal Investors Servicing Corporation

Trustee:

John C. Sims

County Where Property Is Located:

Hockley County

Substitute Trustee:

KENT HALE/LEENA AL-SOUKI, and/or ADAM HOLMES

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Substitute Trustee's Mailing Address (including County):

5010 University, #500

Lubbock County, Texas 79424

Recording Information:

Deed of Trust recorded in Volume 994, Page 791, of the Official

Public Records of Hockley County, Texas.

Property:

See Exhibit "A" attached hereto.

Note:

Date:

May 15, 2014

Amount:

\$40,312.65

Debtor:

Carla Tallmon

Holder:

Federal Investors Servicing Corporation

FEDERAL INVESTORS SERVICING CORPORATION has its place of Business at P.O. Box 749, Levelland, Texas 79336.

Date of Sale of Property (First Tuesday of the Month): Tuesday, July 1, 2025.

Earliest Time of Sale of Property (Between 10:00 a.m. and 1:00 p.m.): 10:00 a.m.

Place of Sale of Property: At the North door of the Hockley County Courthouse, Levelland, Hockley County, Texas

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The Deed of Trust may encumber both real and personal property. Notice is hereby given of Holder's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with the Holder's rights and remedies under the Deed of Trust and Section 9.604 of the Texas Business and Commerce Code.

Because of default in performance of the obligations of the Deed of Trust, the above named person as Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified to satisfy the debt secured by the Deed of Trust. The sale will begin at the earliest time stated above or within three (3) hours after that time.

No warranties, express or implied, including but no limited to the implied warranties of merchantability and fitness for a particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be offered "AS IS", purchasers will buy the property "at the purchaser's own risk" and "at his peril", and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interests of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.

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 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 notice is an attempt to collect a debt, any and all information will be used for that purpose.

EXECUTED this 6th day of June, 2025.

KENT HALE, Substitute Trustee

NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF TRUST

Date:

May 15, 2014

Grantor:

Carla Tallmon

Grantor's Mailing Address:

P.O. Box 55

Ropesville, Texas 79358

Trustee:

John C. Sims

Trustee's Mailing Address (including county):

P.O. Box 10236

Lubbock, Texas 79408 Lubbock County

Beneficiary:

Federal Investors Servicing, Ltd.

Beneficiary's Mailing Address (including County):

P.O. Box 749

Levelland, Texas 79336

Hockley County

Property:

See Exhibit "A" attached hereto.

Note(s)

Note:

Date:

May 15, 2014

Amount:

\$40,312.65

Maker:

Carla Tallmon

Payee:

Federal Investors Servicing, Ltd.

Final Maturity Date: As therein provided.

Terms of Payment:

As therein provided.

Prior Lien(s) (including recording information):

None

Other Exceptions to Conveyance and Warranty:

None

For value received and to secure performance of Grantor's obligations secured, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all of Grantor's obligations secured, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

keep the property in good repair and condition; 1.

- 2. pay all taxes and assessments on the property when duc;
- 3. preserve the lien's priority as it is established in this deed of trust;
- 4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
- a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary with a standard mortgage clause;
 - e. provides flood insurance at any time the property is in a flood hazard area; and
 - f. contains such other coverage as Beneficiary may reasonably require;
- 5. comply at all times with the requirements of the 80% coinsurance clause;
- 6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least tendays before expiration;
- 7. keep any buildings occupied as required by the insurance policy; and
- 8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

- 1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
- 2. If any funds advanced by Beneficiary in connection with Grantor's obligations secured are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
- 3. Beneficiary may apply any proceeds received under the insurance policy either to Grantor's obligations secured or to repair or replace damaged or destroyed improvements covered by the policy.
- 4. If Grantor fails to perform any of Grantor's obligations secured, or any other obligations in this deed of trust, Beneficiary may perform those obligations and be reimbursed by Grantor on demand in the county where the property is, for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the highest legal nonusurious rate. The sum to be reimbursed shall be secured by this deed of trust.
- 5. If Grantor defaults in any of Grantor's obligations secured or fails to perform any of Grantor's other obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then beneficiary may:
 - a. declare the unpaid balance and earned interest on the note immediately due;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
 - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited against the money owing to Beneficiary which is secured by this deed of trust.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

- 1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
- 2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
- 3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including commission to Trustee of 5% of the bid;
 - b, to Beneficiary, the full amount owing to Beneficiary which is secured by this deed of

trust;

- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance.

General Provisions

- 1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
- 2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
- 3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
- 4. This lien shall remain superior to liens later created even if the time of payment of all or part of Grantor's obligations secured is extended or part of the property is released and even if Beneficiary has made no advancements when later liens are created.
- 5. If any portion of Grantor's obligations secured cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
- Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to performance of Grantor's obligations secured. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
- Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under Grantor's obligations secured or this deed of trust. Grantor will apply all rent and other income and receipts to performance of all matured portions of Grantor's obligations secured and other obligations under this deed of trust, but if the rent and other income and receipts exceed matured amounts due under this deed of trust, Grantor may retain the excess. If Grantor defaults in performance of Grantor's obligations secured or other obligations under this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations secured and other obligations under this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas Law. If the Borrowers (or either of them) ever initiate a voluntary petition under any chapter of the Bankruptcy Code or is the subject of an involuntary petition and an order for relief is entered, the Borrowers shall immediately consent to the lifting of the automatic stay, because the Borrowers stipulate that there is no equity in the collateral.
- 8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid,

credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

- 9. When the context requires, singular nouns and pronouns include the plural.
- 10. The term Grantor's obligations secured includes all sums secured by this deed of trust.
- 11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties for applications suggested in Sections I.D and I.E.
- 12. If Grantor and Maker are not the same person, the term Grantor shall include Maker.
- 13. Grantor represents that this deed of trust and the note are given for the following purposes: FOR FUNDS THIS DAY ADVANCED TO THE GRANTOR BY THE BENEFICIARY AT THE REQUEST OF THE GRANTOR AND FOR ANY AND ALL OTHER INDEBTEDNESS OF BORROWER.
- 14. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to lender, as well as all claims by Lender against Grantor, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others whether obligated as guarantor surety, accommodation party or otherwise. However, this Agreement shall not secure, and the "Indebtedness" shall not include, any obligations arising under Subchapters E and F of Chapter 342 of the Texas Finance Code, as amended.

Carla Tallmon

STATE OF TEXAS
COUNTY OF HOCKLEY

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On this _____day of May, 2014, before me personally appeared Carla Tallmon, known to me to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

TONI DELEON
Notary Public, State of Texas
My Commission Expires
July 6, 2014

Notary Public, State of Texas

1.50 acres out of Tract Thirty-one (31), Ropesville Farms Project, Hockley County, Texas, particularly described by metes and bounds as follows:

BEGINNING at a W" IR found for the SE comer of this tract, S 53° 47' 40" W, a distance of 2046.51 feet from a W" IR found for the NE corner of said Tract 31;

THENCE N 36° 12' 20" E, a distance of 276.00 feet to a 12" IR found for the NE corner of this tract;

THENCE S 53° 47' 40" W, a distance of 236.74 feet to a 1/2" IR found for the NW corner of this tract;

THENCE S 36° 12' 20" W, a distance of 276,00 feet to a 1/2" IR found for the SW corner of this tract;

THENCE N 53° 47' 40" E, along the S/line of Tract 31, a distance of 236.74 feet to the Place of Beginning.

FILED AND RECORDED OFFICIAL PUBLIC RECORDS On: Nay 19,2014 at 02:19P

Document Humber:

00001977

Amount

32.00

Irene Gumula Hockley County Clerk By Amy Cantwell, Deputy Hockley County

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.





NOTICE OF CONFIDENTIALITY RIGHTS:

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

Date: May 15, 2014

Grantor:

Federal Investors Servicing, Ltd.

Grantor's Mailing Address:

P.O. Box 749

Levelland, Texas 79336

Grantee:

Carla Tallmon

Grantee's Mailing Address:

P.O. Box 55

Ropesville, Texas 79358

Consideration:

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration.

Property (including any improvements):

See Exhibit "A" attached.

Reservations From and Exceptions to Conveyance and Warranty: None.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Any improvements are being sold AS IS, without warranty as to condition.

Notary Public, State of Texas

When the context requires, singular nouns and pronouns include the plural. Federal Investors Servicing, Ltd. 999 STATE OF TEXAS COUNTY OF LUBBOCK This instrument was acknowledged before me on this the 5 day of May, 2014, by Kenny of Federal Investors Servicing, Ltd. TONI DELEON
Notary Public, State of Texas
My Commission Expires
July 8, 2014

1.50 acres out of Tract Thirty-one (31), Ropesville Farms Project, Hockley County, Texas, that particularly described by metes and bounds as follows:

BEGINNING at a 1/2" IR found for the SE corner of this tract, S 50° 47' 40" W₁ a distance of 2046.51 feet from a 1/2" IR found for the NE corner of said Tract 31;

THENCE N 36° 12' 20" E, a distance of 276.00 feet to a 1/2" IR found for the NE corner of this tract;

THENCE S 53° 47° 40" W, a distance of 236.74 feet to a 1/2" IR found for the NW corner of this tract;

THENCE S 36° 12' 20" W, a distance of 276.00 feet to a 1/2" IR found for the SW corner of this tract;

THENCE N 53° 47' 40" E, along the S/line of Tract 31, a distance of 236.74 feet to the Place of Beginning.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Nay 19,2014 at 02:19F

Document Number:

00001976

Amount

24.00

Irene Gumula Hockley County Clerk By Amy Contwell, Deputy Hockley County

ANY PROVISION HEREIM WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE WHOER FEDERAL I AW.



WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date:

April 28, 2014

Grantor:

COBY KIMBERLIN, an unmarried person

Grantor's Mailing Address (including county):

4818 37th St.

Lubbock, Lubbock County, Texas 79414

Grantee:

SHIPLEY BROTHERS, LTD.

Grantee's Mailing Address (including county):

P.O. Box 749

Levelland, Hockley County, Texas 79336

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration cash, the receipt of which is hereby acknowledged and confessed.

Property: 1.50 acre out of Tract Thirty-one (31) of the Ropesville Farm Project, Hockley County, Texas, as shown by metes and bounds to follow:

BEGINNING at a 1/3" IR found for the SE comer of this tract, S 53° 47' 40" W, a distance of 2046.51 feet from a 1/2" IR found for the NE corner of said Tract 31:

THENCE N 36° 12' 20" E, a distance of 276.00 feet to a 1/2" IR found for the NE corner of this tract:

THENCE S 53° 47' 40" W, a distance of 236.74 feet to a 1/2" IR found for the NW corner of this tract;

THENCE S 36° 12' 20" W, a distance of 276.00 feet to a 1/2" IR found for the SW corner of this tract;

THENCE N 53° 47' 40" E, along the S/line of Tract 31, a distance of 236.74 feet to the PLACE OF BEGINNING.

Reservations from and exceptions to Conveyance and Warranty: SUBJECT TO the prior reservation of a portion of the oil, gas and other minerals as shown in Deed recorded in Volume 388, Page 711 of the Deed Records of Hockley County, Texas, and FURTHER SUBJECT TO any property restrictions, oil and gas leases and easements, either of record or on the ground,

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grant, sell, and convey to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

When the context requires, singular nouns and pronguns include the plural.

COBY KIMBERLIN

(ACKNOWLEDGMENT)

STATE OF TEXAS

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COUNTY OF HOCKLEY

This instrument was acknowledged before me on the A day of April, 2014, by, COBY

KIMBERLIN.

AMBER HINSON MOTARY PUBLIC SLATE OF TEXAS Madage Cores, C. P. M.

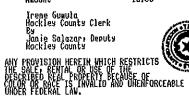
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: APr 29,2014 at 02:17P

Document Humber:

00001896

Auount

16.00



Abstract of Judgment

Case # Sc050017

Omer Lee Dalton

Σ

In the Justice Court

v.s.

Hockley County Pct #1

Carla Tallmon

Ropesville, Texas 79358

Abstract of Judgment

The undersigned, Justice of the Peace of Precinct 1 Hockley County Texas herby certified that on the 15th day of October, 2012 in the said court in cause styled, Plaintiff Omer Lee Dalton Vs. Carla Tallmon Defendant. Case #SC050017 on the said docket of such court, a Judgment was rendered in Favor of the Plaintiff Omer Lee Dalton. As against the Defendant Carla Tallmon, of which Judgment the following is a true and correct abstract.

ADJUDGED that Omer Lee Dalton, Plaintiff recover from Carla Tallmon Defendant judgment for:

- 1. The name of the Plaintiff is such Judgment is Omer Lee Dalton
- 2. The Mailing address is 3608 Nightingale Ropesville, Texas 79358
- 3. The name of the Defendant is such Judgment is Carla Tallmon
- 4. The Mailing address is 3508 Nightingale Ropesville, Texas 79358
- 5. The number of the suit in which Judgment was rendered SC050017
- 6. The Date the Judgment was rendered: October 15th 2012
- 7. The amount for which the Judgment was rendered \$ 2,300.00 as thei amount due; Plus \$ 101.00 court cost fees.
- 8. The Balance on the Judgment is \$2,401.00
- 9. Interest rate of 5% percent, compounded annually, on the total judgment form this date of judgment until paid, it is therefore

I FURTHER CERTIFY THAT OMER LEE DALTON PLAINTIFF, the person in whose favor such Judgment was rendered, applied for and hereby receives delivery of this Abstract of Judgment from the court upon due payment of the fee allowed by Law.

Issued this the 15th day of October, 2012

SIGNED and ENTERED on this the 15th Day of October, 2012.

Judge Sue Coker

Justice of the Peace Pct #1

Hockley County, Ropesville Texas

FILED AND RECORDED DFFICIAL PUBLIC RECORDS On: Jan 09,2013 at 11:33A

Document Number:

00000109

Amount

16.00

Irene Gumula Hockley County Clerk By Gale Rumbaush, Deputy Hockley County

ANY PROVISION HEREIN WHICH RESTRICTS
THE SALE, RENTAL OR USE OF THE
DESCRIBED REAL PROPERTY BECAUSE OF
COLOR OR RACE IS INVALID AND UNENFORCEABLE
UNDER FEDERAL LAW.

