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FILED FOR RECORD

FEB 07 2022
AT 1:30 O'CLOCK P M
CARLA KERN
County Clerk, Mitchell County, Texas
By _____ Deputy

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

Date: February 7, 2022

Deed of Trust:

Date: March 20, 2014
Grantor: M & R COTTON PARTNERSHIP, LTD.
Beneficiary: FIRST BANK & TRUST CO.
Trustee: BARRY ORR

County Where Property Is Located: Mitchell County, Texas

Substitute Trustee: RYAN J. BIGBEE and/or TERRY BROWDER and/or LAURA BROWDER and/or MARSHA MONROE

Substitute Trustee's Mailing Address (including County):

P. O. Box 53068
Lubbock, Lubbock County, Texas, 79453

Recording Information: Deed of Trust recorded in Volume 812, Page 765, of the Official Public Records of Mitchell County, Texas.

Property: Tract 1: All of Lots 1, 2 and 3, Block 10, of the WHITE'S RESIDENCE ADDITION (Mitchell County Plat Records Slide 57) to the City of Loraine, Mitchell County, Texas, and

Tract 2: All of Blocks 1, 2 and 3 of the WHITE'S RESIDENCE ADDITION (Mitchell County Plat Records Slide 57), and part of McKinley Avenue, Woodard Street, White Street and Center Street, in the City of Loraine, Mitchell County, Texas, described further by metes and bounds as follows:

BEGINNING at a 1/2" iron pin for the S.W. corner of said Block 1;
THENCE N. 10° 45' 00" W. 190.0' to a point in the South right-of-way of railroad and in the North right-of-way of McKinley Avenue;
THENCE N. 79° 15' 00" E. 940.0' along the common line of the North right-of-way of McKinley and the South right-of-way of the Railroad to a set 1/2" iron pin in the center of Center Street;
THENCE S. 10° 45' 00" E. 191.2' along said centerline to a set 1/2" iron pin in the North right-of-way of Pacific Avenue (Bus Loop 20);
THENCE S. 79° 19' 13" W. 940.0' along said Pacific right-of-way to the Point of Beginning and containing 4.113 acres of land more or less,

together with all improvements now located on the property and all fixtures now located on the property.

Note:

Date:	March 20, 2014
Amount:	$540,415.00
Debtor:	M & R Cotton Partnership, Ltd.
Holder:	FIRST BANK & TRUST; 9816 Slide Road; Lubbock, Texas 79424

Date of Sale of Property (First Tuesday of the Month): Tuesday, March 1, 2022

Earliest Time of Sale of Property (Between 10:00 a.m. and 4:00 p.m.): 10:00 o'clock, a.m.

Place of Sale of Property:

At the place designated by the Mitchell County Commissioner's Court, and if no area is designated, the sale will be held at the main entrance of the Courthouse in Colorado City, Mitchell County, Texas

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.

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.

If Holder postpones, withdraws or reschedules the 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 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 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 Holder. 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 warranties, express or implied, including but not 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.

Pursuant to Section 51.0075(a) of the Texas Property Code, Substitute 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 days held by Substitute Trustee.

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, and any information obtained will be used for that purpose.

Executed this 7th day of February, 2022.

_____, Substitute Trustee