

APR 16 2024

CLERK COUNTY COURT, DONLEY COUNTY, TEXAS

BY *Misty Speed Deputy*

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

(131 SE 6th, Hedley, Texas 79237)

Date: April 16, 2024

Real Estate Lien Note ("Note"):

Date: October 30, 2015
Original Principal Amount: \$28,500.00
Borrower: Kathy E. Turner
Lender/Payee: Herring Bank
Owner/Holder: Herring Bank
Initial Interest Rate:
Pre-Maturity: 5.0% (Variable)
Interest Rate
Post-Maturity: 18%

Deed of Trust ("Deed of Trust"):

Date: October 30, 2015
Grantor: Kathy E. Turner
Trustee: Jerry W. Woodard
Substitute Trustee: Mike Smiley
Substitute Trustee's
Physical Address: 500 S. Taylor, Suite 1200, Amarillo, TX 79101
Substitute Trustee's
Mailing Address: P. O. Box 9158, Amarillo, TX 79105
Successor Substitute Trustee: Samantha Espino [500 S. Taylor, Suite 1200, Amarillo, TX 79101], and/or Bryan Guymon [120 W. Kingsmill Ave., Suite 505, Pampa, TX 79065]
Lender/Beneficiary: Herring Bank
Physical Address: 123 Kearney St., Clarendon, TX 79226
Lender/Beneficiary
Mailing Address: P. O. Box 947, Clarendon, TX 79226
Recording Information: Clerk's Document No. 00000046294, Book 0098, Page 0183, Official Public Records of Donley County, Texas

Property Securing Note and Deed of Trust ("Property"):

All of Lots Nos. 10, 11, and 12, Block 16, Nat Smith Addition to the Town of Hedley, Donley County, Texas, according to the map or plat thereof.

Property Address: 131 SE 6th, Hedley, Texas 79237

County of Sale: Donley County, Texas

Date of Sale: May 7, 2024

Earliest Time of Sale of Property: 1:00 p.m. (Central Time)

Place of Sale of Property: On the East steps of the Courthouse in Donley County, Texas, located at 220 W. 4th Street, Clarendon, Donley County, Texas, as designated by the Donley County Commissioners Court pursuant to Order duly recorded in the Deed Records of Donley County, Texas.

Secured Obligation: Collectively, the Note, any and all obligations described in or secured by the Deed of Trust.

Lender is the owner and holder of the right to receive payments due under the Secured Obligation including the Note. Lender is the owner and beneficiary of the liens and security interests granted under or contained within the Deed of Trust and any related loan documents.

Because of default in performance of the Secured Obligation by the Borrowers and/or the Grantors under the Deed of Trust, Substitute Trustee (or any of the Successor Substitute Trustees) will sell the Property by public auction to the highest bidder on the Date of Sale of Property at the Place of Sale of Property to satisfy the debt secured by the Deed of Trust. The sale will begin at the Earliest Time of Sale of Property (see above) or within three (3) hours thereafter.

To the extent allowed by the Deed of Trust or applicable law, the Substitute Trustee may, in his or her sole discretion, or as directed by Lender, sell the Property in one lot or by separate lots or parcels. Lender (or its designee, assignee, or agent, as applicable), who is the beneficiary under the Deed of Trust, will be permitted to “credit bid” against the Secured Obligation; other bidders will need to demonstrate the ability to pay cash on the Date of Sale. Additional conditions for the conduct of the sale may be announced by the Substitute Trustee before the bidding is opened for the first sale of the day to be conducted by the Substitute Trustee.¹

¹ See Tex. Prop. Code § 51.0075.

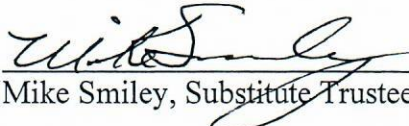
The Deed of Trust may encumber both real and personal property. Formal notice is given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and Section 9.604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

Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold AS IS, WHERE IS, IN ITS PRESENT PHYSICAL CONDITION, subject to ad valorem tax liens, if any, against the Property. *ANY PROSPECTIVE PURCHASER IS ENCOURAGED TO CONDUCT ITS OWN INDEPENDENT INVESTIGATION OF THE PROPERTY, RECORD TITLE TO THE PROPERTY, TAX LIENS, IF ANY, AGAINST THE PROPERTY, AND THE PHYSICAL CONDITION OF THE PROPERTY PRIOR TO THE SALE.*

If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the amount paid. The purchaser shall have no further recourse against the Grantors or Borrowers, the Lender, the Substitute Trustee, Successor Substitute Trustee or the attorney for the Substitute Trustee, Successor Substitute Trustee, or the Lender.

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 MILITARY DUTY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

Signed and Posted April 16, 2024.



Mike Smiley, Substitute Trustee²

² See page 1 for name and street address of Substitute Trustee and any Successor Substitute Trustees.

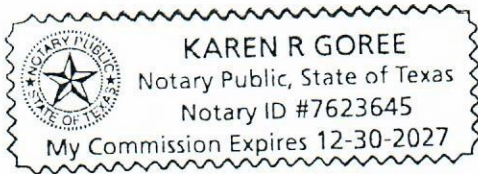
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF POTTER §

This instrument was acknowledged before me this 11th day of April, 2024, by Mike Smiley, Substitute Trustee.



Notary Public, State of Texas



AFTER POSTING, RETURN TO:

Mike Smiley
Underwood Law Firm, PC
P.O. Box 9158
Amarillo, TX 79105-9158

ADDRESS OF LENDER

Herring Bank
Attn: Jacob Fangman
P.O. Box 947
Clarendon, TX 79226