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6372
TONYA RITCHIE
COUNTY CLERK LAMB CO. TEXAS

Notice of Foreclosure Sale

1. *Property to Be Sold.* The property to be sold is described as follows:

Certain real property (the "Land") situated in Lamb County, Texas, and more particularly described in Exhibit A attached hereto and incorporated herein as if set forth at length, and including all improvements, fixtures, buildings, equipment, and all other personal property secured by and more particularly described in the Deed of Trust.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust, Security Agreement and Financing Statement (hereinafter referred to as the "Deed of Trust") in Volume 716, Page 390, of the real property records of Lamb County, Texas.

3. *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Date: December 3, 2019

Time: The sale will begin no earlier than 11:30 a.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: Lamb County Courthouse in Littlefield, Texas, at the following location: On the steps at the front doors on the North side of the Lamb County Courthouse, 100 6th Drive, Littlefield, Texas 79331 or as designated by the County Commissioner, or at such other location as may be designated by the Lamb County Commissioners.

4. *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 the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

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. 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 in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property. THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE FOR THE PERSONAL PROPERTY IN THIS DISPOSITION.

Pursuant to section 51.0075 of the Texas Property Code, the 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 day held by the trustee or any substitute trustee.

5. *Type of Sale.* The sale is a nonjudicial deed-of-trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust and security agreement executed by Hospital Associates International Inc. and Jan Dee Management Services, Inc.

The real property and personal property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

6. *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of \$330,000.00, executed by Hospital Associates International Inc. and Jan Dee Management Services, Inc., payable to the order of Budtime Forest Grove Homes LLC as assignee and successor in interest to CRF Commercial Bridge Fund, LLC, and (b) all renewals and extensions of the note. Budtime Forest Grove Homes LLC is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, Budtime Forest Grove Homes LLC at 3417 Lindenwood Avenue, Dallas, Texas 75205.

7. *Default and Request to Act.* Default has occurred under the deed of trust, and the beneficiary has requested me, as trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

8. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

Dated: November 7, 2019


Sharon R. Fancher
Trustee

6060 N. Central Expressway, Suite 500
Dallas, Texas 75206
(214) 237-2972 voice
(214) 234-9449 fax

EXHIBIT "A"

A 5-acre tract in Labor 12, Leagues 648, State Capitol Lands, Lamb County, Texas, being further described as follows:

BEGINNING at a 3/8" iron rod found at the most Easterly Northeast corner of this tract as called for by a previous survey in the Northwestly right-of-way line of Main Street as shown on the Original Plat of Amherst, Texas, from whence a 5/8" iron rod found in the center of an East-West paved country road bears N. 53°22'W., 2677.91 feet and N. 01°25'30" W., along the West line of Labor 12, a distance of 85.36 feet found at the Northwest corner of said Labor 1, League 648;

THENCE S. 36°38' W., along the Northwest right-of-way line of said Main Street, a distance of 550 feet to a 3/8" iron rod found at the most Southerly corner of this tract as called for by previous survey;

THENCE N. 53°22' W., perpendicular to said right-of-way line of Main Street, a distance of 396 feet to a 1/2" iron rod set for the most Westerly Southwest corner of this tract;

THENCE N. 36°38' E., parallel to the Northwest right-of-way line of Main Street, a distance of 550 feet to a 3/8" iron rod found at the most Northerly Northwest corner of this tract as called for by a previous survey;

THENCE S. 53°22' E., perpendicular to the Northwest right-of-way line of said Main Street, a distance of 396 feet to the POINT OF BEGINNING.

The property shall include the easement and right-of-way conveyed by Irene Batson to South Plains Hospital-Clinic, Inc., by instrument dated March 2, 1981, and recorded in Volume 358, Page 541 of the Real Property Records of Lamb County, Texas, described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod found at the most Easterly Northeast corner of this tract as called for by previous survey in the Northwestly right-of-way line of Main Street as shown on the Original Plat of Amherst, Texas from whence a 5/8" iron rod found in the center of an East-West paved country road bears N. 53°22' W., 2677.91 feet and N. 01°14'30" W., along the West line of Labor 12, a distance of 85.36 feet found at the Northwest corner of said Labor 12, League 648,

THENCE N. 53°22' W., perpendicular to said right-of-way line of Main Street, a distance of 300 feet to the place of beginning of the easement;

THENCE N 36°38' E., parallel to the Northwest right-of-way line of Main Street, a distance of 158.76 feet to a point in the South line of 13th Street;

THENCE N. 53°22' W., perpendicular to said right-of-way line of Main Street, a distance of 20 feet to a point;

THENCE S 36°38' W., along the Northwest right-of-way line of said Main Street, a distance of 158.73 feet to a point;

THENCE S. 53°22' E., perpendicular to the said right-of-way line of Main Street, a distance of 20 feet to the POINT OF BEGINNING.