

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public non-judicial foreclosure sale.

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

Tract 1:

All of Lots One (1), Two (2), Four (4), Five (5) and Six (6), in Block Two (2) of the Wright Addition to the City of Pampa, Gray County, Texas, according to the map or plat of said Addition on file in the office of the County Clerk of Gray County, Texas.

Tract 2:

All of Lots Thirteen (13), Fourteen (14) and the North Ten Feet (N/10') of Lot Fifteen (15), in Block Thirty Six (36) of the Original Town of Pampa, Gray County, Texas, according to the map or plat of said Original Town on file in the office of the County Clerk of Gray County, Texas.

2. **Deed of Trust.** The document entitled Deed of Trust ("Deed of Trust")

pursuant to which this sale will be conducted is described as follows:

Dated: July 31, 2019
Grantor: Winegeart Funeral Home, LLC
Beneficiary: Happy State Bank
Recorded: under Clerk's File No. 0219633, of the Official Public Records of Real Property of Gray County, Texas

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

Date: January 4, 2022
Time: The sale shall begin no earlier than 10:00 o'clock, A.M. or no later than three (3) hours thereafter. The sale shall be completed by no later than 4:00 P.M.
Place: South entrance of the courthouse located at 205 N. Russell Street, Pampa, Texas 79065 or as otherwise designated by the County Commissioners

The Deed of Trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the Deed of

Trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. Such reposting or refiling may be after the date originally scheduled for this sale.

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.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold.

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.

5. **Type of Sale.** The sale is a non-judicial Deed of Trust Lien foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust.

6. **Obligations Secured.** The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "obligations") including but not limited to (1) Commercial Promissory Note in the original principal amount of \$350,000.00, executed by Winegeart Funeral Home, LLC, and

payable to the order of Happy State Bank (the "Note"); (2) all renewals and extensions of the Note; and (3) any and all present and future indebtedness of Winegeart Funeral Home, LLC to Happy State Bank. Happy State Bank 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, Happy State Bank, 701 S. Taylor, LB 120, Amarillo, Texas 79101.

7. **Default and Request to Act.** Default has occurred under the Deed of Trust, and the Beneficiary has requested me, Samuel S. Karr or Dillon D. Dunn, as Substitute Trustee, to conduct this sale. Notice is given that before the sale the Beneficiary may appoint another person as Substitute Trustee to conduct the sale.

8. **Statutory Notice of Servicemember Rights.** **Assert and protect your rights as a member of the armed forces of the United States. If you are 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.**

DATED this the 10th day of December, 2021.

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By: 

Samuel S. Karr
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