

2020.007

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF POTTER §

WHEREAS, on or about February 26, 2016, PAULA BEAUCHAMP GIBSON (a/k/a Paula B. Gibson) ("Paula Beauchamp Gibson") a married person or member of a civil union or domestic partnership; GIBSON INVESTMENTS, a Texas general partnership ("Gibson Investments"), CARLENE BEAUCHAMP (a/k/a Carlene Verdie Beauchamp) ("Carlene Beauchamp"), an unmarried person who is not part of a civil union or domestic partnership; and PAULA BEAUCHAMP GIBSON, as trustee of the CARLENE BEAUCHAMP TRUST, under Trust Agreement dated October 13, 2008 ("Carlene Beauchamp Trust") (individually and collectively "Grantor") executed that certain Deed of Trust, Assignment of Rents and Security Agreement dated effective as of February 26, 2016 (the "Deed of Trust") conveying to MICHAEL R. CUROE, Trustee, for the benefit of RABO AGRIFINANCE LLC, F/K/A RABO AGRIFINANCE, INC. ("Lender"), the real property described in Exhibit A-2 attached hereto and made a part hereof for all purposes, together with all personal property, fixtures, and improvements then or thereafter constructed on the real property and all of the other property described in the Deed of Trust (collectively, the "Property");

WHEREAS, the Deed of Trust was filed and recorded on February 29, 2016 in the Official Public Real Property Records of Moore County, Texas under Clerk's Instrument No. 2016106986;

WHEREAS, the Deed of Trust was executed and delivered to secure the payment of certain items of indebtedness, including the following (the "Indebtedness"):

- (a) The Real Estate Term Loan Note dated February 26, 2016, in the original principal amount of \$8,500,000.00 executed by BRADEN LEE GIBSON ("Braden Lee Gibson") and AUDREY B GIBSON ("Audrey B Gibson"), married spouses, BRETT DUDLEY GIBSON ("Brett Dudley Gibson"), an unmarried person who is not part of a civil union or domestic partnership, PAULA BEAUCHAMP GIBSON ("Paula Beauchamp Gibson") and WENDELL LEE GIBSON ("Wendell Lee Gibson"), married spouses, NATURE'S WAY COMPOST, LLC, a Texas limited liability company ("Nature's Way Compost, LLC"), GIBSON INVESTMENTS, a Texas general partnership ("Gibson Investments"), BEAUCHAMP ESTATES PARTNERSHIP, a Texas general partnership ("Beauchamp Estates Partnership"), and G & G CATTLE COMPANY, a Texas joint venture ("G & G Cattle Company") (Gibson Farms; Braden Lee Gibson; Audrey B Gibson; Brett Dudley Gibson; Paula Beauchamp Gibson; Wendell Lee Gibson; Nature's Way Compost, LLC; Gibson Investments; Beauchamp Estates Partnership; and G & G Cattle Company are herein individually and collectively "Borrower") payable to the order of Lender; the Operating Line of Credit Note dated February 26, 2016, in the original principal

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MOORE COUNTY, TEXAS
BRENDA MCKANNA
COUNTY CLERK
Brenda McKanna
DEPUTY

13.00 Pl
W. Heath Hendricks

amount of \$6,000,000.00 executed by Borrower and payable to the order of Lender; and the Equipment Term Loan dated August 9, 2016, in the original principal amount of \$504,502.00, executed by Borrowers and payable to the order of Lender (the Real Estate Term Loan Note, the Operating Line of Credit Note, and the Equipment Term Loan, together with all extensions, renewals, modifications, substitutions, and amendments thereof are herein collectively the "Note"); and

- (b) All sums and amounts owing and to become owing under or by virtue of the Note, the Deed of Trust, and the accompanying loan documents.

WHEREAS, the Note and the Deed of Trust and all other documents securing the Note are now held by Lender (also referred to as "Beneficiary"), having an address of 12443 Olive Blvd., Suite 50, St. Louis, Missouri 63141;

WHEREAS, Lender, as the legal owner and holder of the Note, was entitled under the Deed of Trust to appoint a Substitute Trustee;

WHEREAS, by Appointment of Substitute Trustees ("Appointment of Substitute Trustees") dated on or about August 27, 2020, W. Heath Hendricks and Alex Yarbrough as multiple Substitute Trustees (severally, a "Substitute Trustee" and collectively, the "Substitute Trustees"), each having the power and authority to act alone, without the necessity of the joinder of the other, have been duly and legally appointed Substitute Trustees by Lender pursuant to the terms and provisions of the Deed of Trust;

WHEREAS, default has been made in the payment of the Note and in the performance of the obligations of the Deed of Trust and accompanying loan documents, monetary or otherwise, the Indebtedness secured by and described in the Deed of Trust is now due, and the Note is now unpaid, delinquent and in default;

WHEREAS, Beneficiary has given all required notices to Borrower and any and all other necessary parties with regard to the defaulted Indebtedness;

WHEREAS, Beneficiary, as the owner and holder of the Note, has requested and directed Substitute Trustees to sell Borrower's interest in the Property, including the properties described on Exhibit A-2 attached hereto, pursuant to the authority conferred upon them by the Deed of Trust and the Appointment of Substitute Trustees; and

WHEREAS, the undersigned Substitute Trustee, acting upon the request of said Beneficiary, by these presents is hereby posting, filing and giving notice of the foreclosure of the Deed of Trust and the lien thereof in accordance with applicable Texas law and the terms and provisions of the Deed of Trust.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

The undersigned, W. Heath Hendricks and Alex Yarbrough, as Substitute Trustee under the Deed of Trust, hereby gives notice that he will, accordingly, after due publication and filing of this Notice, as required by the Deed of Trust and the law, in order to satisfy the Indebtedness represented by the Note and such other indebtedness described in and secured by the Deed of Trust, and at the request of Lender, sell on October 6, 2020, being the first Tuesday of said month, between the hours of 10:00 a.m. and 4:00 p.m., but occurring no earlier than 11:00 a.m. (and beginning not later than three hours thereafter) to the highest bidder for cash in the area for conducting foreclosure sales in Moore County, Texas, as designated by the Moore County Commissioner's Court. The foreclosure sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Lender/Beneficiary's bid may be by credit against the Indebtedness secured by the lien of the Deed of Trust.

Notice is further given that the Deed of Trust may encumber both real and personal property, and Beneficiary may proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Beneficiary's rights and remedies under the Deed of Trust and Section 9.604 of the Texas Business and Commerce Code.

The Beneficiary may postpone, withdraw or reschedule the sale for another day and, in such event, need not appear at the date, time and place of a scheduled sale to announce the postponement, withdrawal or rescheduling. If Beneficiary passes the foreclosure 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 Texas Property Code.

The foreclosure sale will be made expressly subject to any title matters set forth in the Deed of Trust and 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 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 expressed or implied warranties, except as to the warranties, if any, provided for under the Deed of Trust.**

Pursuant to Section 51.0075 of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the foreclosure sale. Any such further conditions shall be announced before bidding is opened.

Those desiring to purchase the Property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

If the Substitute 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 Substitute 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 deposit paid. The purchaser shall have no further recourse against the Substitute Trustee, the Grantor or the Beneficiary.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE, THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE LENDER/BENEFICIARY.

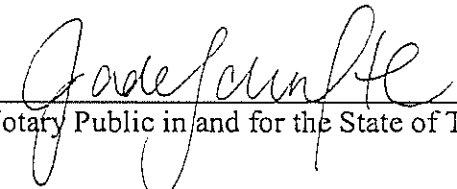
EXECUTED this 10th day of September 2020.

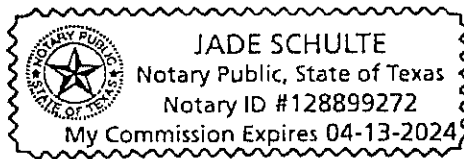

W. HEATH HENDRICKS
ALEX YARBROUGH

THE STATE OF TEXAS §
 §
COUNTY OF POTTER §

This instrument was acknowledged before me on the 11th day of September 2020 by W. Heath Hendricks, Substitute Trustee.

[Seal]


Notary Public in and for the State of Texas



RETURN TO:
W. Heath Hendricks
320 South Polk Street, Suite 600
Maxor Building
Amarillo, Texas 79101

EXHIBIT A-2

Gibson Farms
DEED OF TRUST ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

Legal Description of Real Estate

Moore County, Texas

TRACT 1: A tract of land out of Section 110, Block 44, H&TC Ry. Co. Survey, Moore County, Texas, on the West side of U.S. Highway 87 and 287, based upon the remaining evidence of the original survey and more particularly described as follows:

BEGINNING at a rock and a 1" iron pipe, the southwest corner of Section 110 and the northwest corner of Section 101;

THENCE: North 90° East 539 varas to 1-1/2" iron pipe set in the West boundary of the U.S. Highway 87 and 287;

THENCE: In the Northwesterly direction following curve of the highway 431 varas to point of curvature;

THENCE: North 5° 36' West 1476.4 varas to a 2" iron pipe set for point at the intersection of the West boundary line of U.S. Highway 87 and 287 with the North Section line of Section 110, same being 610 varas South of the south bank of Big Blue Creek;

THENCE: North 90° West 741.1 varas to a 2" iron pipe set in the center of the channel of Big Blue Creek, for the Northwest corner of Section 110, and the Southwest corner of Section 143, point referenced by a cedar post set 10 varas due West;

THENCE: South 1900 varas to point of beginning.

TRACT 2: A tract of land out of Section 143, Block 44, H&TC Ry. Co. Survey, Moore County, Texas, on the West side of U.S. Highway 87 and 287, based upon the remaining evidence of the original survey and more particularly described as follows:

BEGINNING at a 2" iron pipe, the southwest corner of Section 143, more fully described as the northwest corner of Section 110;

THENCE: North 90° east 741.1 varas to a 2" iron pipe set for point in the west boundary line of the U.S. Highway 87 and 287;

THENCE: North 5° 36' west 610 varas across Big Blue Creek 96 varas wide 1110 varas to Little Blue Creek, 1902.4 varas to a 2" iron pipe set for point at the intersection in the west boundary line of U.S. Highway 87 and 287 and the north section line of Section 143;

THENCE: North 90° west 550 varas to a 2" iron pipe set for point as the northwest corner of Section 143 and the southwest corner of Section 152;

THENCE: South 1900 varas to point of beginning.

TRACT 3: A tract of land out of Section 152, Block 44, H&TC Ry. Co. Survey, Moore County, Texas, on the West side of U.S. Highway 87 and 287, based upon the remaining evidence of the original survey and more particularly described as follows:

BEGINNING at a 2" iron pipe the southwest corner of Section 152;

THENCE: South 90° east 550 varas to a 2" iron pipe set for point at the intersection of the south section line and the west boundary of U.S. Highway 87 and 287;

THENCE: North 4° 40' west 1163.6 varas parallel to the west boundary line of the highway to the beginning of a curve to the northwest;

THENCE: Northwesterly 508.3 varas parallel to the curve in the highway to a point of intersection of the south fence of the Dumas dump grounds and the west boundary line of the highway;

THENCE: North 90° west 278 varas to point of intersection with west line of Section 152. 238 varas south of the northwest corner of Section 152;

THENCE: South 1662 varas to point of beginning.

TRACT 4: Section 299, Block 44, H&TC Ry. Co. Survey, Moore and Hartley Counties, Texas, SAVE AND EXCEPT the East 64 acres of the Southeast one quarter (SE/4).

TRACT 5: The West 42.6 acres of Section 300, Block 44, H&TC Ry. Co. Survey, Moore County, Texas.

TRACT 6: The North one-half (N/2) of Section 325, Block 44, H&TC Ry. Co. Survey, Moore County, Texas.

TRACT 8: Section 348, Block 44, H&TC Ry. Co. Survey, Moore County, Texas.

TRACT 9: Section 368, Block 44, H&TC Ry. Co. Survey, Moore County, Texas.

TRACT 10: 320 acres out of the West one-half (W/2) of Section 305, Block 44, H&TC Ry. Co. Survey, Moore County, Texas.

TRACT 11: The East 64 acres of the Southeast one-quarter (SE/4) of Section 299, Block 44, H&TC Ry. Co. Survey, Moore and Hartley Counties, Texas.