

This 10th <sup>Posted</sup> day of Feb, 2024  
at 11:10am

## Notice of Foreclosure Sale

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

February 2, 2024

Deed of Trust ("Deed of Trust"):

Dated: August 13, 2018

Grantor: Tierra de Acero, LP<sup>1</sup>

Trustee: Mike Mauldin

Lender: First Financial Bank, N.A.

Recorded in: Official Public Records of Deaf Smith County, Texas as Instrument Number 18-1307

Legal Description: See **Exhibit A** which is attached hereto and incorporated herein by reference

Secures: Note ("Note") in the original principal amount of \$3,643,000, executed by Ferrell-Ross Roll Manufacturing, Inc., Gearn, Inc. and David C. Ibach, Jr. (collectively, "Borrower") and payable to the order of Lender; and all other indebtedness of Borrower or Grantor to Lender. *Since the date of the Note, Gearn, Inc. has been merged into Ferrell-Ross Roll Manufacturing, Inc.*

Property: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, including the real property described on the attached **Exhibit A**, and all rights and appurtenances thereto

Guaranty: The Note is guaranteed by Unconditional Guarantees dated August 13, 2018, and executed by Lanza, LLC, Aerocar, LLC and Tierra de Acero, LP in favor of Lender. *Since the date the Unconditional Guarantees were executed, Lanza, LLC and Tierra de Acero, LP have been merged into Aerocar, LLC*

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<sup>1</sup> Since the date of the Deed of Trust, Tierra de Acero, LP has been merged into Aerocar, LLC

Substitute Trustee: Mark S. Zachary

Substitute Trustee's  
Address: 400 Pine Street, Suite 800, Abilene, Texas 79601

Foreclosure Sale:

Date: March 5, 2024

Time: The sale of the Property will be held between the hours of 10:00 a.m. and 4:00 p.m. local time; **the earliest time at which the Foreclosure Sale will begin is 10:00 a.m. and not later than three hours thereafter.**

Place: The South, second floor entrance (balcony area) of the Deaf Smith County, Texas courthouse; in case of inclement weather, the sale may be moved inside the doors in the entrance hall; or in such other area as designated by the Commissioner's Court of Deaf Smith County, Texas pursuant to Section 51.002 of the Texas Property Code.

Terms of Sale: 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's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby 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(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Lender 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 Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure 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 Lender. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

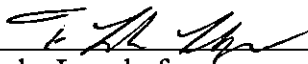
Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

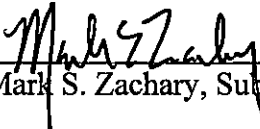
Pursuant to section 51.0075(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

**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.**

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE AUTHORIZED AGENT OF THE MORTGAGEE.**

**First Financial Bank, N.A.**

By:   
\_\_\_\_\_  
Luke Longhofer,  
EVP, Chief Lending Officer

  
\_\_\_\_\_  
Mark S. Zachary, Substitute Trustee

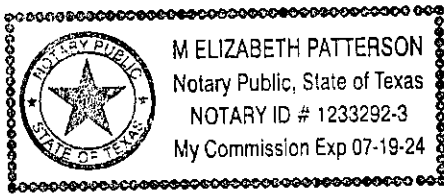
STATE OF TEXAS

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COUNTY OF TAYLOR

BEFORE ME, the undersigned authority, on this day personally appeared **Luke Longhofer**, EVP, Chief Lending Officer of **First Financial Bank, N.A.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 2nd day of February, 2024.



*M. Elizabeth Patterson*  
 NOTARY PUBLIC, STATE OF TEXAS

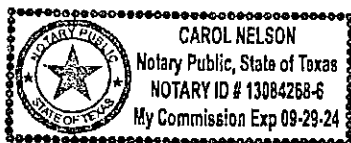
STATE OF TEXAS

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COUNTY OF TAYLOR

BEFORE ME, the undersigned authority, on this day personally appeared **Mark S. Zachary**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 2nd day of February, 2024.



*Carol Nelson*  
 NOTARY PUBLIC, STATE OF TEXAS

## Exhibit A

All of 4.5 acres, more or less, out of the Southeast Quarter of Section 152, Block M-7, lying North of U.S. Highway 60 as the same was widened in 1971, as evidenced by a deed executed by W.A. Gearn to the State of Texas, of record in Volume 267, Page 684, of the Deed Records of Deaf Smith County, Texas, said 4.5 acre tract being a part of a 19.6 acre tract conveyed by L.J. Kuper to Kenny Gearn, et al as evidenced by a Warranty Deed of Record in Volume 174, Page 580, of the Deed Records of Deaf Smith County, Texas, and being more particularly described in metes and bounds as follows:

**BEGINNING** at the Northeast corner of the South one-half of Section 152, Block M-7, whence a 1 1/4 inch iron pipe bears West 31.94 feet (11 varas);

**THENCE** South with the East line of said Section, 1716.67 feet (618 varas) to a point on the Northerly line of U.S. Highway 60;

**THENCE** South 44 degrees 15 minutes West along the Northerly line of said Highway, 562.54 feet to a 3/4 inch iron pipe for the Southeast and beginning corner;

**THENCE** North 1030.29 feet to a point;

**THENCE** West 175 feet to a point;

**THENCE** South 1209.93 feet along a fence line to a 3/4 inch iron pipe in the Northerly line of U.S. Highway 60;

**THENCE** North 44 degrees 15 minutes East along said Highway right of way, 250.79 feet to the place of beginning.