

Notice of Foreclosure Sale

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

Being 1.865 acres of land, situated in the city of Brownwood, Brown County Texas, out of the W.H. IRION SURVEY NO. 52, ABSTRACT NUMBER 537, being all of a called 1.865 acre tract of land described in a deed to GR Lodging LLC, recorded in Volume 1626, Page 188, Deed Records, Brown County, Texas, and being more particularly described by metes and bounds as follows;

BEGINNING at a 5/8 inch capped iron rod found for the northwest corner of said called 1.865 acre tract, same being the northeast corner of a called 0.789 acre tract of land described in a deed to Tommy & Diane Winn, recorded in Volume 52, Page 723, Deed Records, Brown County, Texas, said point being in the south right-of-way line of West Commerce Street, (a variable width right-of-way)

THENCE, S 79°15'00" E, along the north line of said called 1.865 acre tract, and the south right-of-way line of said West Commerce Street, a distance of 217.00 feet to an "X" cut in concrete found for the common corner of said called 1.865 acre tract, and a called 6.06 acre tract;

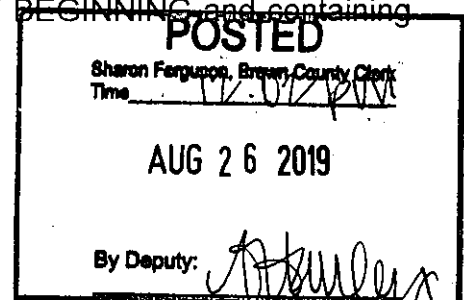
THENCE, along the common line of said called 1.865 acre tract, and said called 6.06 acre tract the following calls:

S 04°04'02" W, a distance of 188.42 feet to an "X" cut in concrete found for corner;
S 10°09'38" W, a distance of 188.32 feet to an "X" cut in concrete found for corner;
N 79°15'00" W, a distance of 103.74 feet to a point for corner, said point being the common corner of said called 1.865 acre tract, and said called 6.06 acre tract, and a called 0.915 acre tract of land described in a deed to Tommy J. & Karen D. Winn, recorded in Volume 37, Page 557, Deed Records, Brown County, Texas;

THENCE, N 42°45'37", along the common line of said called 1.865 acre tract, and said called 0.915 acre tract, passing the common corner of said called 0.915 acre tract, and a called 0.2870 acre tract of land described in a deed to Tommy J. & Karen D. Winn, recorded in Volume 45, Page 39, Deed Records, Brown County, Texas, a total distance of 200.13 feet, to a point for corner, said point being the common corner of said called 1.865 acre tract, and said called 0.789 acre tract;

THENCE, along the common line of said called 1.865 acre tract, and said called 0.789 acre tract the following calls:

N 45°00'00" E, a distance of 46.23 feet, to a mag nail found for corner
N 10°09'38" E, a distance of 218.24 feet to the POINT OF BEGINNING, and containing 81,257 square feet or 1.865 acres of land more or less.



10-2-190

Additional Collateral:

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles): all fixtures; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of end substitutions for all or any part of the foregoing property: all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property and wherever located: and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property. Such property includes, without limitation, each item described on the attached Exhibit "A", incorporated herein by this reference.

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

(A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.

(B) All products and produce of any of the property described in this Collateral section.

(C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.

(D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.

(E) All records and data relating to any of the proper described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

POSTED
Sheriff's Office
Time _____
AUG 26 2019
By Deputy:

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust recorded in Volume 190, Page 747 of the Official Public Records of Brown County, Texas and Commercial Security Agreement.

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

Date: October 1, 2019

Time: The sale will begin no earlier than 1:00 p.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: Brown County Courthouse at 200 South Broadway in Brownwood, Texas, at the following location: South Broadway porch.

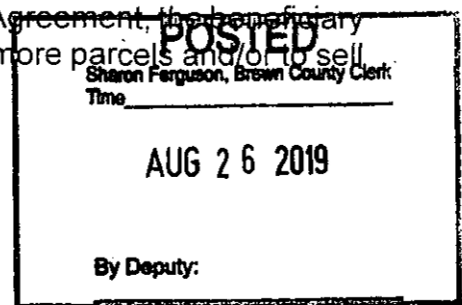
The Deed of Trust and Commercial Security Agreement permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the Deed of Trust and Commercial Security Agreement need not appear at the date, time, and place of a scheduled 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. The reposting or refiled 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 and Commercial Security Agreement 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 and Commercial Security Agreement 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 and Commercial Security Agreement, 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 and Commercial Security Agreement. The sale shall not cover any part of the property that has been released of public record from the lien of the Deed of Trust and Commercial Security Agreement. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the Deed of Trust and Commercial Security Agreement, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.



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 and Commercial Security Agreement. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

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 foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust and Commercial Security Agreement executed by Brownwood Hotels, LLC.

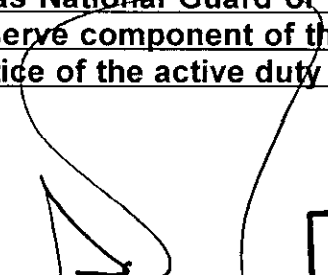
6. *Obligations Secured.* The Deed of Trust and Commercial Security Agreement provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of \$3,819,300.00, executed by Brownwood Hotels, LLC, and payable to the order of Pacific Premier Bank; and (b) all renewals and extensions of the note. Pacific Premier Bank is the current owner and holder of the Obligations and is the beneficiary under the Deed of Trust and Security Agreements.

Questions concerning the sale may be directed to the undersigned at 207 North Fisk Avenue, Brownwood Texas 76801 or to the beneficiary, Pacific Premier Bank at 17901 Von Karman Avenue, Suite 1200, Irvine, CA 92614.

7. *Default and Request to Act.* Default has occurred under the Deed of Trust and Security Agreements, and the beneficiary has requested me, as substitute 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. **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 August 26, 2019.


SCOTT A. MORELOCK
207 North Fisk Avenue
Brownwood, TX 76801
325-646-9795 - Telephone

