

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

**DATE:** May 12, 2025

**PROMISSORY NOTE:** Thirteenth Amended and Restated Secured Promissory Note, described as follows:

Original Date: January 31, 2025

Maker: Joseph P. Hancock

Payee: TCT Financial II, LLC, a Texas limited liability company

Amount: \$74,611.32

**DEED OF TRUST:** Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement

Original Date: March 17, 2023

Grantor: Joseph P. Hancock

Original Trustee: Lauren Allen

Beneficiary: TCT Financial II, LLC, a Texas limited liability company

Recorded in: Instrument Number 202300001572 of the Official Public Records of Karnes County, Texas and filed of record as Instrument Number 0166437, at Volume 348, Pages 824 *et seq.* of the Official Public Records of Frio County, Texas.

**LENDER:** TCT Financial II, LLC, a Texas limited liability company

**BORROWER:** Joseph P. Hancock

**PROPERTY:** The "Mortgaged Property" as described in the Deed of Trust and as described on Exhibit A attached hereto.

**SUBSTITUTE TRUSTEE:** Bob Frisch, Janice Stoner, Jodi Steen, Jo Woolsey, or David Garvin.

**SUBSTITUTE TRUSTEE'S MAILING ADDRESS:**

c/o Michael B. Franklin  
Munsch Hart Kopf & Harr, PC  
1717 W. 6<sup>th</sup> Street, Suite 250  
Austin, Texas 78703

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**FILED**  
At 1:10 o'clock P M

**MAY 12 2025**

CAROL SWIZE, COUNTY CLERK  
KARNES COUNTY, TEXAS  
*[Signature]* Deputy

**DATE AND TIME OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:**

June 3, 2025, being the first Tuesday of the month, to commence at 11:00 a.m., or within three hours thereafter.

**PLACE OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:**

The front door of the Karnes County Annex, or if the preceding area is no longer the designated area, then in the area designated by the Commissioners Court of Karnes County, Texas for real property foreclosures under Section 51.002 of the Texas Property Code pursuant to instrument(s) recorded in the real property records of Karnes County, Texas.

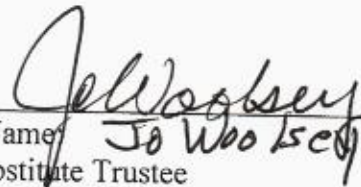
Default has occurred in the payment of the Promissory Note and in the performance of the obligations of the Deed of Trust, which secures the Promissory Note. Because of such default, Lender, the owner of the Promissory Note, and the holder of the Promissory Note and the Deed of Trust lien for purposes of Section 51.002 of the Texas Property Code, has requested Substitute Trustee to sell the Property in accordance with the terms of the Deed of Trust and applicable law.

The Deed of Trust encumbers 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 (Texas UCC).

Therefore, notice is given that on the Date and Time of Substitute Trustee's Sale of Property and at the Place of Substitute Trustee's Sale of Property, I, Substitute Trustee or such other Substitute Trustee as Lender may subsequently appoint, will sell the Property by public sale to the highest bidder for cash, in accordance with the Deed of Trust and applicable law. The sale and conveyance of the Property will be subject to all matters of record applicable to the Property which are superior to the Deed of Trust and to the permitted exceptions to title, if any, described in the Deed of Trust. Substitute Trustee has not made and will not make any covenants, representations, or warranties concerning the Property other than providing the successful bidder at the sale with a deed to the Property containing any warranties of title required by the Deed of Trust. The Property includes only Borrower's right, title, and interest in and to oil, gas and other minerals interests (including royalty interests) and is sold and conveyed "AS IS, WHERE IS", and WITH ALL FAULTS.

**Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas Nation Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United State, please send written notice of the active duty military service to the sender of this notice immediately.**

ALTHOUGH SUBSTITUTE TRUSTEE(S) WAS PREVIOUSLY APPOINTED PURSUANT TO THE DEED OF TRUST AND THE TEXAS PROPERTY CODE, FOR AVOIDANCE OF DOUBT, THIS INSTRUMENT REAFFIRMS THAT APPOINTMENT AS FOLLOWS: 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 ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGEE SERVICER.

  
Printed Name: Jo Woo Lee  
Title: Substitute Trustee



**EXHIBIT "A"**  
**Mortgaged Property**

All of Borrower's right, title, and interest in and to the Minerals (hereinafter defined), and any current or future royalties, overriding royalties, bonuses, rents or other monies paid, due, or held in suspense as a result of the extraction, sale, lease, extension, or use of the following, or any proceeds therefrom:

1. The land described on Exhibit "A-1" attached hereto (the "**Lands**").
2. All natural resources or other substance of value which may be extracted or produced from the Lands (the "**Minerals**"). The Minerals include, but are not limited to oil, gas, carbons metals and water.
3. Any substances or materials that result from the extraction of Minerals from the Lands (the "**Products**"). The Products include, but are not limited to the extracted Minerals and any materials or substances created from the extracted Minerals.
4. Any existing leases that cover any part of the Lands (the "**Lease**").

The Mortgaged Property additionally includes all of Borrower's right, title, interest and estate in and to the Minerals and Proceeds and all other claims or causes of action held by or accruing to the Borrower under the Lease and any lease covering interests under the Lands or held by Borrower by virtue of ownership of the Lands, Minerals or Products, including, but not limited to revenues, incomes, and payments from royalties, overriding royalties, lease bonuses, lease extensions, and purchases.

**EXHIBIT "A-1"**  
**Lands**

**FRIO & KARNES COUNTIES, TEXAS:**

<u>County</u>	<u>Lease Name</u>	<u>Abstract</u>	<u>Survey</u>
FRIO	BAUERLE BOMC UNIT	415	I&GN RR CO
KARNES	ALEXANDER GAS UNIT 1	12	TREVINO, P
KARNES	ALEXANDER-WESSENDORFF 1 (SA) A3	6	MARTINEZ, C
KARNES	ALEXANDER-WESSENDORFF 1 (SA) A4	6	MARTINEZ, C
KARNES	ALEXANDER-WESSENDORFF 1 (SA) A5	6	MARTINEZ, C
KARNES	ALEXANDER-WESSENDORFF 1 (SA) A6	6	MARTINEZ, C
KARNES	ALEXANDER-WESSENDORFF 2 (SA) A1	6	MARTINEZ, C
KARNES	ALEXANDER-WESSENDORFF 2 (SA) A2	6	MARTINEZ, C
KARNES	ALEXANDER-WESSENDORFF 2 (SA) A2	6	MARTINEZ, C
KARNES	WESSENDORFF 5-ALEX-WESS 2 (SA)	6	MARTINEZ, C
KARNES	WESSENDORFF 5-ALEX-WESS 2 (SA)	6	MARTINEZ, C
KARNES	WESSENDORFF 5-ALEX-WESS 2 (SA)	6	MARTINEZ, C

**DESCRIPTION:**

All of the right, title and interest of Mortgagor, of every nature whatsoever in oil, gas and other minerals, in and under all lands located in Frio and Karnes Counties, Texas, including, without limitation, all rights, titles and interests in the above Leases, Abstracts and Surveys, whether or not properly described herein, and including, but not limited to, those lands described herein below, to wit:

**Karnes County:**

**TRACT A:**

520.0 acres of land, more or less, in the Carlos Martinez Grant, Abstract No. 6, Karnes County, Texas and being the same land described in Deed dated April 10, 1936 from Burnell B. Tips to Kathleen Jones Alexander, recorded in Volume 108, Page 271 of the Deed Records of Karnes County, Texas.

TRACT B:

337.318 acres, more or less, located in the Carlos Martinez Survey, A-6, Karnes County, Texas and being more particularly described in the following tracts of land to-wit:

TRACT 1: 212.541 acres, more or less, being more particularly described in that certain Deed dated August 8, 1985 from Louise W. Norton, et al to Joe Lee Evans recorded in Volume 556, Page 72 of the Deed Records of Karnes County, Texas.

Tract 2: 74.41 acres, more or less, being more particularly described as the second tract of land containing 148.78 acres in that certain Partition Deed dated August 11, 1995 by and between Joseph P. Hancock, et al and Elaine N. Schlotterbeck, et al, recorded in Volume 677, Page 90 of the Official Records of Karnes County, Texas; SAVE AND EXCEPT that certain 74.37 acre tract of land described in that certain Deed dated May 2, 1996 from Joseph P. Hancock, et al to Ralph W. Alexander, et ux, recorded in Volume 685, Page 199 of the Official Records of Karnes County, Texas.

TRACT 3: 74.37 acres, more or less, being more particularly described in that certain Deed dated May 2, 1996 from Joseph P. Hancock, et al to Ralph W. Alexander, et ux, recorded in Volume 685, Page 199 of the Official Records of Karnes County, Texas.

TRACT 4: 15.997 acres, more or less, being more particularly described in that certain Deed dated September 30, 1966 from The County of Karnes to The State of Texas, recorded in Volume 348, Page 634 of the Deed Records of Karnes County, Texas and also a tract described in Deed dated January 26, 1929 from J. W. Thames to The County of Karnes recorded in Volume 85, page 51 of the Deed Records of Karnes County, Texas.

Frio County:

652 acres of land, more or less, out of the R. C. Doom Survey, No. 70, Abstract 1081 and the Rusk Transportation Company Survey, No. 11, Abstract 589, Frio County, Texas, described in Sheriff's Deed from Bennie Sanders, Sheriff of Frio County, Texas to Console Drive Joint Venture, dated August 16, 1983, and recorded in File No. 0450508 on August 23, 1983 in the Deed Records of Frio County, Texas.