

AFTER RECORDING RETURN TO:

Greenberg Traurig, LLP  
1000 Louisiana, Suite 1700  
Houston, Texas 77002  
Attn: Kristen E. Bollinger

FILED Oct 12 A.D. 2021  
LIVE OAK COUNTY, TEXAS  
IDA VASQUEZ, CLERK, COUNTY COURT  
BY Rebecca Stiles DEPUTY  
AT 11:22 AM O'CLOCK

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

October 7, 2021 (the "*Effective Date*")

Notice is hereby given that a public nonjudicial foreclosure sale (the "*Foreclosure*"), at auction, of the Mortgaged Property (defined below) will be held at the date, time and place specified in this notice.

**DATE OF SALE:** Tuesday, November 2, 2021 (the first [1st] Tuesday of that month).

**TIME OF SALE:** The earliest time at which the Foreclosure will occur is 10:00 a.m. The Foreclosure shall begin at that time or not later than three (3) hours after that time.

**PLACE OF SALE:** The Foreclosure will take place on the front steps of the Live Oak County Courthouse, 301 Houston Street, George West, Texas 78022, or as otherwise designated by the Live Oak County, Texas Commissioner's Court.

**INDEBTEDNESS PROMPTING SALE:** (i) \$11,000,000 Revolving Line of Credit Promissory Note dated November 13, 2018 (the "*Senior Note*") executed by Atlas Mining, LLC, a Texas limited liability company ("*Borrower*"), payable to the order of Sabine State Bank & Trust Company, a Louisiana financial institution ("*Noteholder*"); and (ii) \$1,682,950.00 Fixed Rate Term Loan Promissory Note dated April 17, 2019 (the "*Subordinate Note*" and, collectively with the Senior Note, the "*Notes*") executed by Borrower and payable to the order of Noteholder. The Notes and all documents executed in connection with, or relating in any way to the Notes evidence loans (the "*Loans*") originally made by Noteholder to Borrower.

**DEEDS OF TRUST CREATING LIENS THAT ARE THE SUBJECT OF SALE:** Deed of Trust securing the Senior Note dated as of November 13, 2018 (the "*Deed of Trust*") by Borrower to Lee McCann, Trustee, for the benefit of Noteholder, covering, in part, certain tracts of land (the "*Land*") located in Live Oak County, Texas, as more particularly described therein and on Exhibit A attached hereto, which Deed of Trust is recorded as Instrument Number 1790413 in the Official Public Records of Real Property of Live Oak County, Texas

**PROPERTY BEING SOLD:** The Land, Minerals, Fixtures, Improvements, Personality, and all other items located in Live Oak County, Texas, as described in the Deed of Trust and on Exhibit B attached hereto (collectively, the "*Mortgaged Property*").

**SUBSTITUTE TRUSTEE:** On October 7, 2021, Robert McWilliams was appointed substitute trustee.

Pursuant to the terms and provisions contained within the Notes, the Deed of Trust, and other applicable loan documents, the Loans have been accelerated according to their terms and are in default, all appropriate notices have been provided and all cure periods have expired. Accordingly, therefore, all of the unpaid balance of (i) principal balances due under the Notes, (ii) accrued interest due under the Notes, and (iii) all other amounts provided for under the Notes, are due and payable in full. Noteholder has requested that the undersigned, as Substitute Trustee under the Deed of Trust, sell the Mortgaged Property for cash (except Noteholder may bid credit against the indebtedness due and owing), the proceeds of such nonjudicial foreclosure sale to be applied in accordance with the provisions of the Deed of Trust.

Therefore, at the date, time and place set forth above, as Substitute Trustee (or any subsequently appointed substitute trustee) will sell the Mortgaged Property to the highest bidder for cash pursuant to the terms of the Deed of Trust and applicable law.

IN WITNESS WHEREOF, this Notice of Substitute Trustee's Sale has been executed to be effective on the Effective Date.

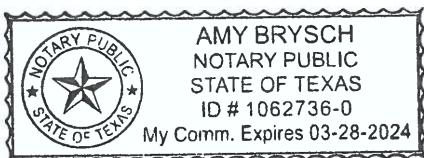
By: Robert McWilliams  
Robert McWilliams, Substitute Trustee

STATE OF TEXAS §  
COUNTY OF LIVE OAK §

This instrument was acknowledged before me on October 7, 2021, by Robert McWilliams, as Substitute Trustee, in the capacity herein stated.

(Seal)

Dmy Breyd  
Notary Public, State of Texas



Printed Name: Amy Beysch

My Commission Expires: 3-28-24

**EXHIBIT A**

**The Land**

[SEE ATTACHED]

EXHIBIT A  
TRACT 1

Land Surveying Company: Payne Industries, LLC  
Firm Registration No: 10193780  
Phone: (979) 567-4500  
Website: [www.payne-llc.com](http://www.payne-llc.com)

**FIELD NOTE DESCRIPTION OF 30.034 ACRES, MORE OR LESS, BEING PART OF THE MICHAEL CRONICAN SURVEY, ABSTRACT 135, LIVE OAK COUNTY, TEXAS, AND BEING OUT OF THE 4239.14 ACRES DESCRIBED IN DEED TO CUATRO PAISANAS RANCH INC, RECORDED IN VOLUME 243, PAGE 118, OF THE DEED RECORDS OF LIVE OAK COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2" iron rod set with plastic cap stamped "Payne 6064", in the northwest corner of the herein described tract;

**THENCE** leaving the **POINT OF BEGINNING**, along the northwest line of the herein described tract, **N 45°10'27" E** a **distance of 373.55 feet** to a 1/2" iron rod set with plastic cap stamped "Payne 6064", for the north corner of this description;

**THENCE** along the northeast line of the herein described tract, **S 36°51'36" E** a **distance of 1371.46 feet** to a 1/2" iron rod set with a plastic cap stamped "Payne 6064", for the east corner of this description;

**THENCE** along the southeast line of the herein described tract, **S 41°17'31" W** a **distance of 1105.67 feet** to a 1/2" iron rod set with plastic cap stamped "Payne 6064", for the south corner of this description;

**THENCE** along the southwest line of the herein described tract, **N 61°55'20" W** a **distance of 459.24 feet** to a 1/2" iron rod set with plastic cap stamped "Payne 6064", for the southwest corner of this description;

**THENCE** along the west line of the herein described tract, **N 1°51'57" E** a **distance of 1449.35 feet** to the **POINT OF BEGINNING**. There are 30.034 acres, more or less, described in these field notes.

All iron rods set are capped with a plastic cap stamped "Payne 6064". The bearing basis for this survey was determined from GPS observations and refers to Grid North. This description was prepared by Payne Industries, LLC from an on the ground survey performed on July 18, 2018 and corresponds to a survey plat referenced as job number 1008-014.

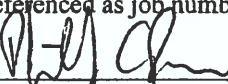
  
Phillip C. Payne RPLS #6064  
Job No. 1008-014  
August 9, 2018



EXHIBIT B  
TRACT 2

Land Surveying Company: Payne Industries, LLC  
Firm Registration No: 10193780  
Phone: (979) 567-4500  
Website: [www.payne-llc.com](http://www.payne-llc.com)

**FIELD NOTE DESCRIPTION OF A 70 FOOT WIDE ACCESS ROAD EASEMENT, BEING 2.592 ACRES, MORE OR LESS, SITUATED IN THE MICHAEL CRONICAN SURVEY, ABSTRACT 135, AND THE CARL STERNBERG SURVEY, ABSTRACT 423, LIVE OAK COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2" iron rod set with plastic cap stamped "Payne 6064", at the southwest corner of a 30.034 acre tract, said point having Texas State Plane Coordinate System, (NAD 83), South Central Zone values of N: 13333335.79 and E: 2238156.07, for the southeast corner of this description;

**THENCE**, leaving the **POINT OF BEGINNING** and said 30.034 acre tract, **S 85°54'50" W** a distance of 651.00 feet to a point of curvature;

**THENCE** Along a curve to the left with a delta of 08°03'13", a radius of 865.88 feet, an arc length of 121.71 feet and a chord which bears **S 81°53'14" W** a distance of 121.61 feet to a point;

**THENCE, S 77°51'29" W** a distance of 525.23 feet to a point of curvature;

**THENCE** Along a curve to the left with a delta of 43°40'24", a radius of 417.23 feet, an arc length of 318.03 feet and a chord which bears **S 55°51'02" W** a distance of 310.39 feet to a point, for the southwest corner of this description;

**THENCE, N 06°41'06" W** a distance of 98.52 feet to a point of curvature, for the northwest corner of this description;

**THENCE** Along a curve to the right with a delta of 34°52'05", a radius of 487.23 feet, an arc length of 296.51 feet and a chord which bears **N 60°15'57" E** a distance of 291.96 feet to a point;

**THENCE, N 77°51'29" E** a distance of 525.33 feet to a point of curvature;

**THENCE** Along a curve to the right with a delta of 08°03'13", a radius of 935.88 feet, an arc length of 131.55 feet and a chord which bears **N 81°53'14" E** a distance of 131.44 feet to a point;

**THENCE, N 85°54'50" E** a distance of 658.30 feet to a point in the west boundary line of said 30.034 acre tract, for the northeast corner of this description;

**THENCE** along the west boundary line of said 30.034 acre tract, **S 01°51'57" W** a distance of 70.38 feet to the **POINT OF BEGINNING**. There are 2.592 acres, more or less, described in these field notes.

All iron rods set are capped with a plastic cap stamped "Payne 6064". The bearing basis for this survey was determined from GPS observations and refers to Grid North. This description was prepared by Payne Industries, LLC from an on the ground survey performed on July 18, 2018 and corresponds to a survey plat referenced as job number 1008-014.

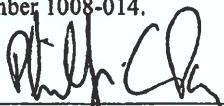
  
Phillip C. Payne RPLS #6064  
Job No. 1008-014  
August 9, 2018



EXHIBIT C  
TRACT 3

Land Surveying Company: Payne Industries, LLC  
Firm Registration No: 10193780  
Phone: (979) 567-4500  
Website: www.payne-llc.com

**FIELD NOTE DESCRIPTION OF A 70 FOOT WIDE ACCESS ROAD EASEMENT, BEING 3.827 ACRES, MORE OR LESS, SITUATED IN THE MICHAEL CRONICAN SURVEY, ABSTRACT 135, AND THE CARL STERNBERG SURVEY, ABSTRACT 423, LIVE OAK COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** at a 1/2" iron rod set with plastic cap stamped "Payne 6064", at the southwest corner of a 30.034 acre tract, said point having Texas State Plane Coordinate System, (NAD 83), South Central Zone values of N: 13333335.79 and E: 2238156.07, for the north corner of this description;

**THENCE**, leaving the **POINT OF BEGINNING**, along the southwest boundary line of said 30.034 acre tract, **S 61°55'20" E** a distance of **73.15** feet to a point, for the northeast corner of this description;

**THENCE**, leaving said 30.034 acre tract, **S 11°12'50" W** a distance of **210.62** feet to a point;

**THENCE**, **S 00°04'46" W** a distance of **133.15** feet to a point;

**THENCE**, **S 00°09'51" W** a distance of **387.77** feet to a point, for the east corner of this description;

**THENCE**, **S 54°10'42" W** a distance of **1687.69** feet to a point, for the southwest corner of this description;

**THENCE**, **N 07°05'49" W** a distance of **79.82** feet to a point, for the northwest corner of this description;

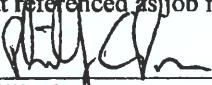
**THENCE**, **N 54°10'42" E** a distance of **1613.65** feet to a point, for the west corner of this description;

**THENCE**, **N 00°09'51" E** a distance of **352.04** feet to a point;

**THENCE**, **N 00°04'46" E** a distance of **139.92** feet to a point;

**THENCE**, **N 11°12'50" E** a distance of **238.67** feet to the **POINT OF BEGINNING**. There are 3.827 acres, more or less, described in these field notes.

All iron rods set are capped with a plastic cap stamped "Payne 6064". The bearing basis for this survey was determined from GPS observations and refers to Grid North. This description was prepared by Payne Industries, LLC from an on the ground survey performed on July 18, 2018 and corresponds to a survey plat referenced as job number 1008-014.

  
Phillip C. Payne RPLS #6064  
Job No. 1008-014  
August 9, 2018



## EXHIBIT B

### The Mortgaged Property

As used herein, the term "Mortgaged Property" shall mean the following:

1. The Land;
2. To the extent owned by Borrower, all substances in, on, under, or above the Land which are now, or may become in the future, intrinsically valuable (that is, valuable in themselves) and which now or may be in the future enjoyed through extraction or removal from the property, including without limitation, oil, gas, and all other hydrocarbons, coal, lignite, carbon dioxide and all other nonhydrocarbon gases, uranium and all other radioactive substances, and gold, silver, copper, iron and all other metallic substances or ores (collectively, the "**Minerals**");
3. All materials, supplies, equipment, systems, apparatus, and other items now owned or hereafter acquired by Borrower and now or hereafter attached to, installed in, or used in connection with (temporarily or permanently) any of the Improvements (as defined below) or the Land, which are now owned or hereafter acquired by Borrower and are now or hereafter attached to the Land or the Improvements, and including but not limited to any and all partitions, dynamos, window screens and shades, draperies, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, refrigeration, plumbing, laundry, lighting, generating, cleaning, waste disposal, transportation (of people or things, including but not limited to, stairways, elevators, escalators, and conveyors), incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and lighting, traffic control, waste disposal, raw and potable water, gas, electrical, storm and sanitary sewer, telephone and cable television facilities, and all other utilities whether or not situated in easements, together with all accessions, appurtenances, replacements, betterments, and substitutions for any of the foregoing and the proceeds thereof (collectively, the "**Fixtures**");
4. Any and all buildings, covered garages, air conditioning towers, open parking areas, structures and other improvements of any kind or nature, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed, or constructed upon the Land or any part thereof (collectively, the "**Improvements**");
5. All of the right, title, and interest of Borrower in and to (i) furniture, furnishings, equipment, machinery, goods (including, but not limited to, crops, farm products, timber and timber to be cut, and as extracted collateral); (ii) general intangibles, money, insurance proceeds, accounts, contract and subcontract rights, trademarks, trade names, copyrights, chattel paper, instruments, investment property, letter of credit rights, inventory; (iii) all

cash funds, fees (whether refundable, returnable or reimbursable), deposit accounts or other funds or evidences of cash, credit or indebtedness deposited by or on behalf of Borrower with any governmental agencies, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable, or reimbursable tap fees, utility deposits, commitment fees and development costs, any awards, remunerations, reimbursements, settlements, or compensation heretofore made or hereafter to be made by any Governmental Authority (as defined in the Deed of Trust) pertaining to the Land, Improvements, Fixtures, Contracts (as defined below), or Personality, including but not limited to those for any vacation of, or change of grade in, any streets affecting the Land or the Improvements and those for municipal utility district or other utility costs incurred or deposits made in connection with the Land; and (iv) all other personal property of any kind or character as defined in and subject to the provisions of the Code (Article 9 - Secured Transactions); any and all of which are now owned or hereafter acquired by Borrower, and which are now or hereafter situated in, on, or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, construction, financing, use, occupancy, or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use in or on the Land or the Improvements, together with all accessions, replacements, and substitutions thereto or therefor and the proceeds thereof (collectively, the "**Personality**");

6. All of the right, title, and interest of Borrower, including equitable rights, in, to, and under any and all (i) contracts for the purchase of all or any portion of the Mortgaged Property, whether such contracts are now or at any time hereafter existing, including but without limitation, any and all earnest money or other deposits escrowed or to be escrowed or letters of credit provided or to be provided by the purchasers under the contracts, including all amendments and supplements to and renewals and extensions of the contracts at any time made, and together with all payments, earnings, income, and profits arising from the sale of all or any portion of the Mortgaged Property or from the contracts and all other sums due or to become due under and pursuant thereto and together with any and all earnest money, security, letters of credit or other deposits under any of the contracts; (ii) contracts, licenses, permits, and rights relating to living unit equivalents or other entitlements for water, wastewater, and other utility services whether executed, granted, or issued by a private person or entity or a governmental or quasi-governmental agency, which are directly or indirectly related to, or connected with, the development, ownership, maintenance or operation of the Mortgaged Property, whether such contracts, licenses, and permits are now or at any time thereafter existing, including without limitation, any and all rights of living unit equivalents or other entitlements with respect to water, wastewater, and other utility services, certificates, licenses, zoning variances, permits, and no-action letters from each governmental authority required: (a) to evidence compliance by Borrower and all improvements constructed or to be constructed on the Mortgaged Property with all Legal Requirements (as defined in the Deed of Trust) applicable to the Mortgaged Property, and (b) to develop and/or operate the Mortgaged Property as a commercial and/or residential project, as the case may be; (iii) any and all right, title, and interest Borrower may have in any financing arrangements relating to the financing of or the purchase of all or any portion of the Mortgaged Property by future purchasers; and (iv) all other contracts which in any way relate to the use, enjoyment, occupancy, operation, maintenance, repair,

management or ownership of the Mortgaged Property (save and except any and all Leases), including but not limited to maintenance and service contracts and management agreements (collectively, the “*Contracts*”); and

7. Any and all leases, master leases, subleases, licenses, concessions, or other agreements (whether written or oral, or now or hereafter in effect) which grant to third parties a possessory interest in and to, or the right to use or occupy, all or any part of the Mortgaged Property, together with all security and other deposits or payments made in connection therewith (collectively, the “*Leases*”);

together with any and all other security and collateral of any nature whatsoever, now or hereafter given for the repayment of the Indebtedness (as defined in the Deed of Trust) or the performance and discharge of the Obligations (as defined in the Deed of Trust).

As used in this Exhibit B, the term “now” refers to the date of the Deed of Trust.