

STATE OF TEXAS §
COUNTY OF HOPKINS §

NOTICE OF FORECLOSURE SALE

FILED FOR RECORD
HOPKINS COUNTY, TEXAS
2019 DEC 11 A 9 17

Notice is hereby given of a public, non-judicial foreclosure sale as follows:

Foreclosure Sale:

Date: Tuesday, January 7, 2020

TRACY SMITH
COUNTY CLERK
BY *Sueann Nance* DEPUTY

Time: The sale of the Property will take place between the hours of 1:00 p.m. and 4:00 p.m. local time; the earliest time at which the foreclosure sale will begin is 1:00 p.m.

Place: Hopkins County Courthouse in Sulphur Springs, Texas, in the area designated by the County Commissioners Court; or if no area has been so designated, in the area outside of the southwest entrance door to the first floor of the Courthouse

Property: All property (real, personal or otherwise) together with the rights, appurtenances and improvements thereto, as described in and subject to the Deed of Trust, including, but not limited to, the real property described on **Exhibit A** attached hereto and made a part hereof. In the event any property encumbered by the Deed of Trust has been properly released from the Deed of Trust, then said released property shall be excluded from the property sold at foreclosure.

Indebtedness: The following indebtedness, being Commercial Real Estate Loan No. 56335 (the "RE Loan") extended to and payable by Gary D. Boyd and Don O'Neal (collectively, the "Borrower") and now payable to PCB Properties, LLC, a Texas limited liability company ("Noteholder"). The RE Loan, RE Note, Deed of Trust and the RE Loan Documents are more particularly described on Schedule 1 and Schedule 2 attached hereto, and capitalized terms used but not defined herein shall have the meaning set forth in Schedule 1 and Schedule 2.

The Deed of Trust, as modified, also secures the payment of FSS Loan A Renewal Note, and (ii) FSS Loan B Renewal Note.

Substitute Trustee: Patrick R. Lloyd and/or Thomas Higier and/or Sharon Jett and/or Stacy R. Welch and/or Ryan A. Dadgari and/or Stefan A. Zane and/or Tracye McGaughy and/or Jeffrey David Livingston

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, Noteholder, the owner and holder of the Note, has requested Substitute Trustee to sell the Property. The Substitute Trustee has been appointed in accordance with the terms of the Deed of Trust.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Noteholder's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with the Noteholder's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

The foreclosure sale will be conducted as a public auction being conducted pursuant to the power of sale granted in the Deed of Trust; and the Property will be sold to the highest bidder for cash, except

The foreclosure sale will be conducted as a public auction being conducted pursuant to the power of sale granted in the Deed of Trust; and the Property will be sold to the highest bidder for cash, except that Noteholder's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. Those desiring to purchase the Property will need to demonstrate their ability to pay cash without delay upon the conclusion of the sale.

The 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 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. Prospective bidders are strongly encouraged to examine all applicable public records to determine the nature and extent of any such matters.

The Deed of Trust permits Noteholder to postpone, withdraw, or reschedule the foreclosure sale for another day. In that case, the trustee under the Deed of Trust need not appear at the date, time and place of a scheduled sale to announce the postponement, withdrawal or rescheduling. Notice of the date and time of any rescheduled foreclosure sale will be posted and filed in accordance with the Deed of Trust and applicable law. Such posting or filing may be made after the date originally scheduled for this sale.

Questions concerning the sale may be directed to the undersigned. Please fax all communications regarding the sale to the attention of the Substitute Trustee at 972-716-1899 (fax), and contact the undersigned at 972-716-1888 (phone) to confirm receipt of the fax. Please assume your fax has not been received until you verbally confirm receipt thereof with our office. The office of the Substitute Trustee is located at: c/o Higier Allen & Lautin, P.C., 2711 N. Haskell Ave., Suite 2400, Dallas, Texas 75204, Attention: Patrick R. Lloyd.

Therefore, notice is given that on and at the date, time and place of sale described above, Trustee will sell the Property by public sale to the highest bidder for cash in accordance with the Deed of Trust and applicable law.

Section 51.002(i) Notice: 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 Noteholder and the sender of this notice, immediately.

EXECUTED as of December 6, 2019.



Patrick R. Lloyd, Substitute Trustee

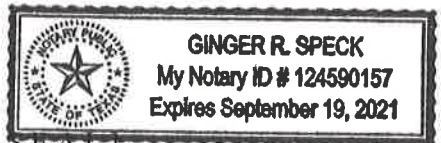
STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 6th day of December, 2019, by Patrick R. Lloyd, Substitute Trustee, known to me to be the person who executed this agreement in the capacity and for the purposes therein stated.

Ginger R. Speck
Notary Public, State of Texas

9-19-2021
My Commission Expires



After recording, return to:
HIGIER ALLEN & LAUTIN, P.C.
2711 N. Haskell Ave., Suite 2400
Dallas, Texas 75204
Attn: Patrick R. Lloyd

Attachment:
Schedule 1: RE Loan Documents
Schedule 2: FSS Loan Documents
Exhibit A: Property Description

SCHEDULE 1

RE Loan

RE Loan. "Re Loan" shall mean the commercial real estate loan extended to Don O'Neal and Gary Boyd (collectively, "Borrower" or "RE Borrower"), and payable to PCB Properties LLC, a Texas limited liability company ("Noteholder") and described hereinbelow. Noteholder is the assignee of InterBank. InterBank is the successor by merger to Park Cities Bank ("PCB"). PCB is the assignee of Western National Bank ("WNB").

RE Note. That certain Promissory Note dated June 20, 2008 (as modified and amended, the "RE Original Note"), executed by RE Borrower payable to the order of WNB, in the original face amount of \$2,500,000.00. The maximum principal amount of the RE Original Note was increased to \$2,892,250.00 by the RE First Loan Modification (hereinafter defined). The RE Original Note and the RE Loan were assigned to PCB pursuant to that certain Assignment of Loan Documents dated June 24, 2009 ("Assignment of RE Loan"), executed by WNB to PCB, and recorded April 5, 2013, in Volume 843, Page 12, of the Real Property Records of Hopkins County, Texas. The RE Original Note was renewed, extended, modified and restructured, but not extinguished or satisfied by (i) a Renewal, Modification, and Extension Promissory Note dated as of November 15, 2013 ("RE Note A"), executed by RE Borrower payable to the order of PCB in the face principal amount of \$1,945,564.00, and (ii) a Promissory Note dated as of November 15, 2013 ("RE Note B"), executed by RE Borrower payable to the order of PCB in the face principal amount of \$58,285.00 (the RE Original Note, as renewed, extended, modified and restructured by RE Note A and RE Note B may be referred to herein as the "RE Note").

RE Loan Agreement. The RE Loan is governed by that certain Construction Loan Agreement dated June 20, 2008 (as such may be further, amended, modified, renewed, extended or restated from time to time, the "RE Loan Agreement"), executed by RE Borrower and WNB.

RE Modifications. The RE Loan was modified and amended by (i) that certain Modification, Renewal and Extension of Promissory Note and Deed of Trust Lien ("RE First Loan Modification") dated February 18, 2009, executed by RE Borrower, Mary Ann O'Neal and WNB, and recorded February 26, 2009, in Volume 693, Page 149, of the Real Property Records of Hopkins County, Texas, (ii) that certain Second Modification, Renewal and Extension Agreement dated as of June 19, 2009 (the "RE Second Loan Modification"), executed by RE Borrower, Mary Ann O'Neal and PCB, and recorded August 17, 2009, in Volume 711, Page 785, of the Real Property Records of Hopkins County, Texas; (iii) that certain Third Modification, Renewal, and Extension Agreement dated as of November 15, 2013 ("RE Third Loan Modification"), executed by RE Borrower, Mary Ann O'Neal and PCB; and (iv) that certain Third Modification to Deed of Trust dated as of December 11, 2013 ("RE Third Deed of Trust Modification"), executed by RE Borrower, Mary Ann O'Neal and PCB, and recorded January 3, 2014, in Volume 872, Page 308, of the Real Property Records of Hopkins County, Texas as modified and amended by that certain Amendment to Third Modification to Deed of Trust dated as of December 30, 2013, executed by RE Borrower, Mary Ann O'Neal and PCB, and filed May 14, 2014, recorded in Volume 886, Page 338, of the Real Property Records of Hopkins County, Texas (the foregoing modifications and amendments described in clauses (i)-(iv) may be referred to collectively as the "RE Modifications").

Deed of Trust or RE Deed of Trust. The RE Loan is secured by, among other collateral, that certain Deed of Trust, Security Agreement and Financing Statement dated as of June 20, 2008 (as modified and amended, the "RE Deed of Trust" or "Deed of Trust"), executed by RE Borrower and Mary Ann O'Neal for the benefit of WNB, and recorded June 25, 2008, in Volume 667, Page 35, of the Real

Property Records of Hopkins County, Texas; together with that certain Assignment of Rents and Leases dated June 20, 2008 (as modified and amended, "RE Assignment of Rents and Leases"), executed by RE Borrower and Mary Ann O'Neal for the benefit of WNB, and recorded on June 26, 2008, in Volume 667, Page 54, of the Real Property Records of Hopkins County, Texas. The RE Deed of Trust covers certain real and personal property situated in Hopkins County, Texas, as more particularly described in the RE Deed of Trust, including the property described on Exhibit A attached hereto. The RE Deed of Trust was modified and amended by the RE Modifications. In connection with the RE Third Loan Modification and RE Third Deed of Trust Modification and in lieu of foreclosure, RE Borrower executed a Special Warranty Deed dated December 6, 2013 (as amended and corrected, "Warranty Deed") executed by RE Borrower and Mary Ann O'Neal, conveying certain "excess land" to PCB Properties LLC, a Texas limited liability company; said Warranty Deed was recorded January 3, 2014, in Volume 872, Page 322, of the Real Property Records of Hopkins County, Texas, as affected by that certain Correction Instrument dated December 30, 2013, as executed by RE Borrower, Mary Ann O'Neal, and PCB, recorded May 15, 2014, in Volume 886, Page 329 in the Real Property Records of Hopkins County, Texas. The RE Deed of Trust was amended by the RE Third Deed of Trust Modification to exclude the excess land conveyed by the Warranty Deed from the land covered by the RE Deed of Trust.

RE Deed of Trust Secures FSS Loans. The RE Deed of Trust, as modified, also secures the payment of the FSS Loans, as described on Schedule 2 below.

RE Loan Documents. All documents representing, evidencing and/or securing the RE Loan are hereinafter referred to collectively as the "RE Loan Documents".

Assignment. InterBank has assigned the RE Loan, RE Note A and RE Note B, and all of the credit agreements related thereto and all of the collateral security therefor to Noteholder pursuant to that certain Assignment of Note, Deed of Trust and Other Loan Documents dated June 12, 2017, executed by InterBank, successor by merger to PCB, and Noteholder, together with that certain Assignment of Deed of Trust dated June 12, 2017, executed by InterBank, successor by merger to PCB, and Noteholder, recorded on June 28, 2017 under County Clerk's File No. 20173306, of the Real Property Records of Hopkins County, Texas. Accordingly, Noteholder is the current owner and holder of RE Loan, RE Note A and RE Note B, and the other RE Loan Documents, and the beneficiary of all of the collateral security therefor and all of the rights and remedies under the RE Loan Documents.

RE Forbearance Agreement. That certain Forbearance Agreement dated April 1, 2018 as modified, amended and restated from time to time, the "RE Forbearance Agreement"), by and between RE Borrower and Noteholder, as modified, amended and restated pursuant to that certain Amended and Restated Agreement dated March 4, 2019, by and between RE Borrower and Noteholder.

SCHEDULE 2

FSS Loans

FSS Loans. “FSS Loans” shall mean, collectively, the loans and indebtedness extended to First Surgery Suites, LLC, a Texas limited liability company (“FSS”) payable to PCB Properties LLC, a Texas limited liability company (“Noteholder”), assignee of InterBank (“Assignor”), successor by merger to Park Cities Bank (“PCB”), and being more particularly described as follows:

FSS Loan A. “FSS Loan A” shall mean the Commercial loan by PCB to FSS as evidenced by a Promissory Note dated June 19, 2009, made by FSS and payable to PCB in the principal amount of \$2,400,000.00 (the “FSS Loan A Note”). Payment and performance of FSS's indebtedness, obligations, and liabilities under the FSS Loan A Note is secured by, among other things, that certain Security Agreement dated June 19, 2009, executed by FSS for the benefit of PCB (as such may be further, amended, modified, renewed, extended or restated from time to time, the “FSS Loan A Security Agreement”). FSS Loan A is governed by that certain Loan Agreement dated June 19, 2009 between FSS and PCB (as modified and amended from time to time, the “FSS Loan A Loan Agreement”). On or about June 19, 2009, each of DON O'NEAL, GARY BOYD, DAVID LUNDY, and DAVID HESTER (each a “Guarantor”; and together, the “Guarantors”) executed an Unconditional Guaranty (the “FSS Loan A Guaranties”), whereby the Guarantors unconditionally guaranteed repayment of FSS Loan A.

FSS Loan B. “FSS Loan B” shall mean the Commercial loan by PCB to FSS as evidenced by a Promissory Note dated September 25, 2009, made by FSS and payable to PCB in the original principal amount of \$1,100,000.00 (the “FSS Loan B Note”). Payment and performance of FSS's indebtedness, obligations, and liabilities under the FSS Loan B Note is secured by, among other things, that certain Security Agreement dated September 25, 2009, executed by FSS for the benefit of PCB (as such may be further, amended, modified, renewed, extended or restated from time to time, the “FSS Loan B Security Agreement”). FSS Loan B is governed by that certain Loan Agreement dated September 25, 2009, between PCB and FSS (as modified and amended from time to time, the “FSS Loan B Loan Agreement”). On or about September 25, 2009, each Guarantor executed an Unconditional Guaranty (the “FSS Loan B Guaranties”), whereby the Guarantors unconditionally guaranteed repayment of FSS Loan B.

Renewals, Extensions and Modifications. Loan A and FSS Loan B were renewed, extended and modified pursuant to that certain Modification, Renewal, and Extension Agreement dated as of November 15, 2013 (“FSS Modification Agreement”) by and between FSS, Guarantors and PCB. Pursuant to the FSS Modification Agreement, Borrower executed (i) that certain Renewal, Modification and Extension Promissory Note A dated as of November 15, 2013 (“FSS Loan A Renewal Note”) payable by FSS to the order of PCB in the face amount of \$1,735,012.00, in renewal, extension and modification, but not in satisfaction or extinguishment of FSS Loan A Note; (ii) that certain Renewal, Modification, and Extension Promissory Note B dated as of November 15, 2013 (“FSS Loan B Renewal Note”) payable by FSS to the order of PCB in the face amount of \$749,916.00, in renewal, extension and modification, but not in satisfaction or extinguishment of FSS Loan B Note; and (iii) that certain Promissory Note dated as of November 15, 2013 (“FSS Note C”) payable by FSS to the order of PCB in the face amount of \$207,083.00, evidencing the then balance of accrued but unpaid interest owing under FSS Loan A Note and FSS Loan B Note. In connection with the FSS Modification Agreement, FSS executed (i) that certain First Amended and Restated Loan A Security Agreement dated as of November 15, 2013 (“FSS Loan A Restated Security Agreement”) in amendment and restatement of the FSS Loan A Security Agreement; and (ii) that certain First Amended and Restated Loan B Security Agreement dated as of November 15,

2013 ("FSS Loan B Restated Security Agreement") in amendment and restatement of the FSS Loan B Security Agreement.

FSS Loan Documents. The FSS Loan A Note, FSS Loan A Renewal Note, FSS Loan A Security Agreement, FSS Loan A Restated Security Agreement, FSS Loan A Loan Agreement, FSS Loan A Guaranties, FSS Modification Agreement and all of the documents representing, evidencing, and/or securing FSS Loan A; together with the FSS Loan B Note, FSS Loan B Renewal Note, FSS Loan B Security Agreement, FSS Loan B Restated Security Agreement, FSS Loan B Loan Agreement, FSS Loan B Guaranties, FSS Modification Agreement and all of the documents representing, evidencing, and/or securing FSS Loan B, are referred to as the "FSS Loan Documents". FSS Loan A Renewal Note, FSS Loan B Renewal Note and FSS Note C may be referred to collectively as the "FSS Notes" and the FSS Loan A Security Agreement and FSS Loan B Security Agreement may be referred to collectively as the "FSS Security Agreements".

Assignment. The FSS Loans, FSS Notes and FSS Loan Documents were assigned to Noteholder pursuant to that certain Assignment of Notes, Security Agreements and Other Loan Documents dated June 12, 2017, by and between Noteholder and InterBank, successor by merger to Park Cities Bank. Accordingly, Noteholder is the current owner and holder of FSS Loan A Renewal Note, FSS Loan B Renewal Note and FSS Note C, and the beneficiary of all of the collateral security therefor and all of the rights and remedies under the FSS Loan Documents.

RE Deed of Trust. The FSS Loans are further secured by the RE Deed of Trust, as defined in Schedule 1 above.

FSS Forbearance Agreement. Forbearance Agreement dated April 1, 2018 (as modified, amended and restated from time to time, the "FSS Forbearance Agreement"), by and among FSS, Guarantors and Noteholder, as amended and restated by that certain Amended and Restated Forbearance Agreement dated March 4, 2019, by and among FSS, Guarantors and Noteholder. Reference is also made to that certain Forbearance Agreement dated as of March 27, 2013 by and among FSS, Guarantors, and PCB.

EXHIBIT A

Property Description

Description of the Real Property Less the Excess Land

**FIELD NOTES FOR 4.296 ACRES
LOT 1-R, PHASE I, NORTH CAMPUS ADDITION
CITY OF SULPHUR SPRINGS
ELIZABETH MELTON SURVEY, A-583
HOPKINS COUNTY, TEXAS**

All that certain tract or parcel of land situated in the Elizabeth Melton Survey, A-583, located about 1.47 miles N 9° E from the Public Square of the City of Sulphur Springs, Hopkins County, Texas; being all of that certain Lot 1-R of the Final Replat of Lot 1, Phase 1, North Campus Addition recorded in Vol. 6, Page 222, Map Records of Hopkins County, Texas; and being more particularly described as follows:

BEGINNING at a ½" rebar marked with a "COOPER" cap found on the South East corner of said Lot 1-R, being on the South West corner of a 16 foot wide strip described in a Deed to the City of Sulphur Springs, dated May 29, 1957, recorded in Vol. 240, Page 475, Deed Records, being on the North boundary line of the Hopkins County Memorial Hospital Addition as reflected by plat of said Addition recorded in Vol. 3, Page 85, Map Records, and being on the North boundary line of a 25 feet wide Roadway (previously dedicated to the City of Sulphur Springs);

THENCE N 89° 55' 39" W along the South boundary line of said Lot 1-R and the North boundary line of said Hospital Addition a distance of 459.66 feet to a ½" rebar marked with a "COOPER" cap found on the South West corner of said Lot 1-R, and being on the East boundary line of Medical Drive;

THENCE in a northerly direction along the West boundary line of said Lot 1-R and the East boundary line of said Medical Drive as follows:

N 0° 18' 59" W a distance of 96.49 feet to a ½" rebar marked with a "COOPER" cap found on the beginning of a curve to the left, and

Along said curve to the left (long chord bears N 0° 18' 59" W a distance of 103.51 feet) whose Radius is 60.00 feet and whose Central Angle for this part is 119°13'20" an Arc Distance of 124.85 feet to a ½" rebar marked with a "COOPER" cap found on the most Westerly North West corner of said Lot 1-R, and being on the South boundary line of a 6.737 acre tract described in a Deed to Clinton B. Bulkley, dated August 30, 2013, recorded in Vol. 861, Page 699, Official Public Records;

THENCE S 89° 55' 39" E a distance of 132.00 feet to an internal angle corner of said Lot 1-R, and being on the South East corner of said 6.737 acre tract;

THENCE N 0° 18' 59" W along the West boundary line of said Lot 1-R a distance of 199.89 feet to a ½" rebar marked with a "COOPER" cap found on the most Northerly North West corner of said Lot 1-R, and being on the North East corner of said 6.737 acre tract;

THENCE S 89° 55' 39" E (bearing basis) along the North boundary line of said Lot 1-R a distance of 484.02 feet to a ½" rebar marked with a "COOPER" cap found on the North East corner of said Lot 1-R, and being on the West boundary line of a tract of land described in a Deed to Dan Gleason, dated August 5, 2005, recorded in Vol. 540, Page 413, Official Public Records;

THENCE in a Southerly direction along the East boundary line of said Lot 1-R as follows:

S 20° 17' 56" W a distance of 213.02 feet to a ½" rebar marked with a "COOPER" cap found, and

S 21° 52' 24" W a distance of 215.41 feet to the PLACE OF BEGINNING and containing 4.296 acres of land.

NOTE: Bearings based on the North boundary line of 6.477 acres described in Vol. 501, Page 144, Official Public Records of Hopkins County, Texas.

SAVE AND EXCEPT

**GRASS AREA 1
FIELD NOTES FOR 1.607 ACRES (70,016 SQUARE FEET)
LOT 1-R, PHASE I, NORTH CAMPUS ADDITION
CITY OF SULPHUR SPRINGS
ELIZABETH MELTON SURVEY, A-583
HOPKINS COUNTY, TEXAS**

All that certain tract or parcel of land situated in the Elizabeth Melton Survey, A-583, located about 1.47 miles N 9° E from the Public Square of the City of Sulphur Springs, Hopkins County, Texas; being part of that certain Lot 1-R of the Final Replat of Lot 1, Phase 1, (4.296 Acres) North Campus Addition recorded in Vol. 6, Page 222, Map Records of Hopkins County, Texas; and being more particularly described as follows:

BEGINNING at a ½" rebar marked with a "Cooper" cap found on the South West corner of said Lot 1-R, being on the North boundary line of the Hopkins County Memorial Hospital Addition as reflected by plat of said Addition recorded in Vol. 3, Page 85, Map Records, and being on the North boundary line of a 25 feet wide Roadway (previously dedicated to the City of Sulphur Springs);

(A) THENCE N 0° 18' 59" W along the West boundary line of said Lot 1-R and the East boundary line of said Medical Drive a distance of 96.49 feet to a ½" rebar marked with a "COOPER" cap found on the beginning of a curve to the left;

- (B) THENCE along the West boundary line of said Lot 1-R , the East boundary line of said Medical Drive and said curve to the left (long chord bears N 34° 43' 57" E a distance of 49.88 feet) whose Radius is 60.00 feet and whose Central Angle for this part is 49°07'27" an Arc Distance of 51.44 feet to a ½" rebar marked with a "COOPER" cap set for a corner;
- (C) THENCE N 65° 55' 39" E along the edge of concrete a distance of 6.52 feet to a point;
- (D) THENCE N 86° 20' 03" E along the edge of concrete a distance of 80.61 feet;
- (E) THENCE East along the edge of concrete a distance of 400.29 feet to a point on the East boundary line of said Lot 1-R;
- (F) THENCE S 21° 49' 55" W along the East boundary line of said Lot 1-R a distance of 157.21 feet to a 1/2" rebar marked with a "Cooper" cap found on the South East corner of said Lot 1-R, being on the South West corner of a 16 foot wide strip described in a Deed to the City of Sulphur Springs, dated May 29, 1957, recorded in Vol. 240, Page 475, Deed Records, being on the North boundary line of said Hopkins County Memorial Hospital Addition, and being on the North boundary line of said 25 feet wide Roadway (previously dedicated to the City of Sulphur Springs);
- (G) THENCE N 89° 55' 39" W along the South boundary line of said Lot 1-R and the North boundary line of said Hospital Addition a distance of 459.66 feet to the PLACE OF BEGINNING and containing 1.607 Acres of land (70,016 square feet).

NOTE: Bearings based on the North boundary line of 6.477 acres described in Vol. 501, Page 144, Official Public Records of Hopkins County, Texas.

**GRASS AREA 2
FIELD NOTES FOR 0.447 ACRES (19,489 SQUARE FEET)
LOT 1-R, PHASE I, NORTH CAMPUS ADDITION
CITY OF SULPHUR SPRINGS
ELIZABETH MELTON SURVEY, A-583
HOPKINS COUNTY, TEXAS**

All that certain tract or parcel of land situated in the Elizabeth Melton Survey, A-583, located about 1.47 miles N 9° E from the Public Square of the City of Sulphur Springs, Hopkins County, Texas; being part of that certain Lot 1-R of the Final Replat of Lot 1, Phase 1, (4.296 Acres) North Campus Addition recorded in Volume 6, Page 222, Map Records of Hopkins County, Texas; and being more particularly described as follows:

COMMENCING at a 1/2" rebar marked with a "Cooper" cap found on the most Northerly North West corner of Lot 1-R, (4.296 Acres);

THENCE S 60° 43' 27" E a distance of 64.52 feet to a point on the on the South back of curb of a parking lot for the POINT OF BEGINNING;

THENCE along the Back of curb and edge of concrete of said parking lot as Follows:

- (A) S 0° 19' 09" W a distance of 25.31 feet;
- (B) S 89° 52' 37" E a distance of 187.30 feet;

- (C) S 0° 13' 43" W a distance of 63.37 feet to the beginning of curve to the to the left;
- (D) Along said curve to the Left (long chord bears S 70° 33' 10" W a distance of 62.61 feet) whose Radius is 46.00 feet and whose Central Angle for this part is 85°46'44" an Arc Distance of 68.87 feet;
- (E) S 89° 45' 29" W a distance of 65.78 feet;
- (F) S 0° 16' 56" W a distance of 15.76 feet to the beginning of a curve to the right;
- (G) Along said curve to the right, (long chord bears S 48° 04' 53" W a distance of 10.80 feet) whose Radius is 7.64 feet and whose Central Angle for this part is 89°56'43" an Arc Distance of 11.99 feet;
- (H) N 89° 58' 49" W a distance of 68.60 feet to the beginning of a curve to the right;
- (I) Along said curve to the right, (long chord bears N 48° 30' 21" W a distance of 16.45 feet) whose Radius is 11.00 feet and whose Central Angle for this part is 96°45'56" an Arc Distance of 18.58 feet;
- (J) N 0° 03' 31" E a distance of 97.18 feet to the beginning of a curve to the right;
- (K) Along said curve to the right (long chord bears N 46° 57' 20" E a distance of 36.74 feet) whose Radius is 26.00 feet and whose Central Angle for this part is 89°53'34" an Arc Distance of 40.79 feet to the PLACE OF BEGINNING and containing 0.447 acres (19,489 square feet) of land.

NOTE: Bearings based on the North boundary line of 6.477 acres described in Vol. 501, Page 144, Official Public Records of Hopkins County, Texas.

**GRASS AREA 3
FIELD NOTES FOR 0.226 ACRES (9,848.61 SQUARE FEET)
LOT 1-R, PHASE I, NORTH CAMPUS ADDITION
CITY OF SULPHUR SPRINGS
ELIZABETH MELTON SURVEY, A-583
HOPKINS COUNTY, TEXAS**

All that certain tract or parcel of land situated in the Elizabeth Melton Survey, A-583, located about 1.47 miles N 9° E from the Public Square of the City of Sulphur Springs, Hopkins County, Texas; being part of that certain Lot 1-R of the Final Replat of Lot 1, Phase 1, (4.296 Acres) North Campus Addition recorded in Vol. 6, Page 222, Map Records of Hopkins County, Texas; and being more particularly described as follows:

COMMENCING at a 1/2" rebar marked with a "Cooper" cap found on the North East corner of said Lot 1-R, (4.296 Acres);

THENCE S 35° 54' 37" W a distance of 176.30 feet to a point on the corner of a concrete sidewalk for the POINT OF BEGINNING;

THENCE along the edge of a concrete sidewalk and the Back of curb of said parking lot as Follows:

- (A) S 3° 29' 27" E a distance of 0.44 feet;
- (B) S 1° 23' 52" W a distance of 5.84 feet to the beginning of a curve to the right;
- (C) Along said curve to the right (long chord bears S 40° 44' 43" W a distance of 6.09 feet) whose Radius is 4.63 feet and whose Central Angle for this part is 82°14'09" an Arc Distance of 6.65 feet;
- (D) S 83° 41' 24" W a distance of 4.65 feet;
- (E) S 89° 58' 06" W a distance of 16.27 feet;
- (F) S 0° 08' 52" E a distance of 49.38 feet;
- (G) S 89° 34' 41" E a distance of 14.04 feet to the beginning of curve to the to the right;
- (H) Along said curve to the right (long chord bears S 35° 32' 23" E a distance of 7.75 feet) whose Radius is 4.74 feet and whose Central Angle for this part is 109°35'46" an Arc distance of 9.07 feet;
- (I) S 21° 16' 09" W a distance of 12.68 feet to the beginning of a curve to right;
- (J) Along said curve to the right, (long chord bears S 62° 22' 32" W a distance of 13.90 feet) whose Radius is 13.13 feet and whose Central Angle for this part is 63°55'58" an Arc Distance of 14.65 feet;
- (K) S 86° 19' 08" W a distance of 5.00 feet;
- (L) N 89° 59' 35" W a distance of 120.09 feet to the beginning of a curve to the right;
- (M) Along said curve to the right, (long chord bears N 52° 27' 15" W a distance of 15.83 feet) whose Radius is 11.53 feet and whose Central Angle for this part is 86°40'56" an Arc Distance of 17.44 feet;
- (N) N 3° 47' 53" W a distance of 6.03 feet to the beginning of a curve to the right;
- (O) Along said curve to the right (long chord bears N 40° 45' 17" E a distance of 14.72 feet) whose Radius is 11.28 feet and whose Central Angle for this part is 81°27'43" an Arc Distance of 16.04 feet;
- (P) N 77° 29' 14" E a distance of 6.31 feet to the beginning of a curve to the to the left;
- (Q) Along said curve to the left, (long chord bears N 63° 39' 10" E a distance of 16.05 feet) whose Radius is 28.16 feet and whose Central Angle for this part is 33°07'14" an Arc Distance of 16.28 feet;
- (R) N 44° 23' 51" E a distance of 11.95 feet to the beginning of a curve to the to the left;
- (S) Along said curve to the left, (long chord bears N 23° 04' 35" E a distance of 16.24 feet) whose Radius is 28.11 feet and whose Central Angle for this part is 33°34'14" an Arc Distance of 16.47 feet;
- (T) N 10° 49' 41" E a distance of 3.79 feet to the edge of a concrete sidewalk;
- (U) N 89° 32' 46" E along the edge of a sidewalk a distance of 4.99 feet to a point for a curve

to the left;

- (V) Along said curve to the left (long chord bears N 9° 17' 40" W a distance of 23.64 feet) whose Radius is 47.34 feet and whose Central Angle for this part is 28°55'19" an Arc Distance of 23.90 feet;
- (W) S 89° 56' 24" E a distance of 114.50 feet to PLACE OF BEGINNING and containing 0.226 acres of land (9,848 square feet).

NOTE: Bearings based on the North boundary line of 6.477 acres described in Vol. 501, Page 144, Official Public Records of Hopkins County, Texas.
