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834 FILED a  
At \_\_\_\_\_ O'Clock \_\_\_\_\_ M

FEB 16 2023  
Joni K Green  
Clerk of the County Court  
Palo Pinto County, Texas  
By \_\_\_\_\_ Deputy

## NOTICE OF SUBSTITUTE TRUSTEE'S SALE

RTS- 23-287

T.S. #: 2022-02277

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.

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

Date: 4/4/2023  
Time: The earliest time the sale will begin is 1:00 PM  
Place: Palo Pinto County Courthouse, Texas, at the following location: 520 Oak Street, Palo Pinto, TX 76484 THE EXTERIOR STEPS AT THE ENTRANCE TO THE DOOR OF SAID COURTHOUSE WHICH OPENS AND FACES TO THE EAST (THIS IS A TEMPORARY CHANGE FROM THE SOUTH DOOR)  
Or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioners Court, pursuant to section 51.002 of the Texas Property Code.

Property To Be Sold - The property to be sold is described as follows:

Being Lots Three (3) and Four (4) in Block "B", Lakeview Place Addition, an addition to the City of Mineral Wells, in Palo Pinto County, Texas, according to plat as recorded in Volume 25, Page 159 of the Deed Records of Palo Pinto County, Texas.

Commonly known as: 803 NW 11TH STREET MINERAL WELLS, TX 76067

Instrument to be Foreclosed - The instrument to be foreclosed is the Deed of Trust dated 7/16/2015 and recorded in the office of the County Clerk of Palo Pinto County, Texas, recorded on 7/21/2015 under County Clerk's File No 2015-00003382, in Book 2111 and Page 630 of the Real Property Records of Palo Pinto County, Texas.

Grantor(s):	Richard Darrin Charles and Ashley A Charles husband and wife
Original Trustee:	M. Keith Stitt
Substitute Trustee:	Auction.com, Donna Stockman, Brenda Wiggs, David Stockman, Michelle Schwartz, Guy Wiggs, Kathy Arrington, Janet Pinder, Brandy Bacon, Jim Mills, Susan Mills, Andrew Mills-Middlebrook, George Hawthorne, Ed Henderson, Michael Lee, Dana Gopffarth, Angela Lewis, Jamie Dworsky, Nestor Trustee Service, LLC
Original Mortgagee:	Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for Gateway Mortgage Group, LLC, its successors and assigns
Current Mortgagee:	Freedom Mortgage Corporation
Mortgage Servicer:	Freedom Mortgage Corporation

T.S. #: 2022-02277

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the referenced property securing the above referenced loan.

**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 permitting the mortgagee thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust 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, 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 urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the Deed of Trust, the mortgagee 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. 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.

**Obligations Secured** - The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including by not limited to (1) the promissory note in the original principal amount of \$165,000.00, executed by Richard Darrin Charles and Ashley A Charles husband and wife, and payable to the order of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for Gateway Mortgage Group, LLC, its successors and assigns; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of Trustor(s) to the current holder of the Obligations to the mortgagee under the deed of trust.

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Questions concerning the sale may be directed to the undersigned or to the Mortgagee:

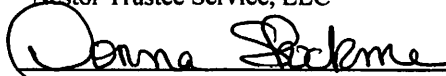
**Freedom Mortgage Corporation**  
**10500 Kincaid Drive**  
**Fishers, IN 46037**  
**Phone: 855-690-5900**

**Default and Request to Act** - Default has occurred under the deed of trust, and the mortgagee has requested me, as Trustee, to conduct this sale. Notice is given that before the sale the mortgagee may appoint another person substitute trustee to conduct the sale.

T.S. #: 2022-02277

Dated: 2/16/23

Auction.com, Donna Stockman, Brenda Wiggs, David Stockman, Michelle Schwartz, Guy Wiggs, Kathy Arrington, Janet Pinder, Brandy Bacon, Jim Mills, Susan Mills, Andrew Mills-Middlebrook, George Hawthorne, Ed Henderson, Michael Lee, Dana Gopffarth, Angela Lewis, Jamie Dworsky, Nestor Trustee Service, LLC



c/o Nestor Trustee Services, LLC  
2850 Redhill Blvd., Suite 240  
Santa Ana, CA 92705  
Phone: (888) 403-4115  
Fax: (888) 345-5501

For sale information visit: <https://www.xome.com> or Contact (800) 758-8052.

SENDER OF THIS NOTICE:  
AFTER FILING, PLEASE RETURN TO:

Nestor Trustee Services, LLC  
2850 Redhill Avenue, Suite 240  
Santa Ana, California 92705



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 MORTGAGE SERVICER.

### NOTICE OF SALE

PURSUANT TO AUTHORITY conferred upon the Trustee by that certain Deed of Trust dated December 29, 2006, executed by **AUDRA A. MCLEMORE AND FELIX C. MCLEMORE, JR., A MARRIED COUPLE** ("Mortgagor") to Tim Williams, Trustee for the benefit of **21<sup>ST</sup> MORTGAGE CORPORATION** ("Mortgagee"), filed for record under Instrument No. 00001300, Official Public Records of Palo Pinto County, Texas, Mortgagee appoints K. Clifford Littlefield, Alexander J. Tiffany or Norma Jean Hesselstine, whose address is listed below, Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Brenda Wiggs, Michelle Schwartz, Kathy Arrington, Janet Pinder, Brandy Bacon or Jamie Dworsky, whose business address is 14800 Landmark Blvd., Suite 850, Dallas, Texas 75254, under said Deed of Trust, in order to satisfy the indebtedness secured thereby and at the request of the holder of said indebtedness, default having been made in the covenants of the Deed of Trust, to sell on **Tuesday, April 4, 2023**, (that being the first Tuesday of the month), at public auction to the highest bidder for cash, at the Palo Pinto County Courthouse at the place designated by the Commissioner's Court for such sales in Palo Pinto County, Texas, (on the steps of the county courthouse or as designated by the County Commissioner), the sale to begin at **1:00 o'clock p.m. or not later than three (3) hours** after such time on that date, selling all of the property as an entirety or in such parcels as the Trustee acting may elect the property offered for sale, more particularly described on Exhibit "A" attached hereto and made a part hereof, together with any and all improvements constructed upon, affixed to or located upon the above described real property, including but not limited to the Palm Harbor Manufactured Home, Serial No. MP1513522AB.

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.

EXECUTED this 15 day of February, 2023.

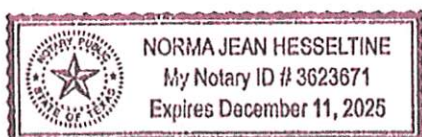
FILED  
8:33 A.M. O'Clock

FEB 16 2023  
Norma Jean Hesselstine  
Clerk of the County Court  
Palo Pinto County, Texas  
By: [Signature] Deputy

K. Littlefield  
**K. CLIFFORD LITTLEFIELD**, Mortgagee Attorney  
UPTON, MICKITS & HEYMANN, L.L.P.  
802 N. Carancahua, Suite 450  
Corpus Christi, Texas 78401  
Telephone: (361) 884-0612  
Facsimile: (361) 884-5291  
Email: [clittlefield@umhlaw.com](mailto:clittlefield@umhlaw.com)

THE STATE OF TEXAS     §  
COUNTY OF NUECES     §

SUBSCRIBED and SWORN TO BEFORE ME, the undersigned Notary Public, by **K. CLIFFORD LITTLEFIELD**, this 15 day of February, 2023, to certify which witness my hand and official seal.



[Signature]  
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

Of a 6.891 acre tract of land out of the r. Starr survey, Abstract No. 392, Palo Pinto County, Texas; and being part of a Certain 51.063 acres tract described in Volume 1332, Page 181 of the Official Public Records of Palo Pinto County, Texas; and Being further described by metes and bounds as follows:

Beginning at a found 3/8" iron rod at the northeast corner of said 51.063 acres tract, in Hog Mountain Road (paved), for the northeast corner of this tract.

Thence the southwest corner of said Survey is called to bear S. 74 deg. 53 min. 29 sec. W. 338.88 feet, S. 67 deg. 49 min. W. 241.0 feet, S. 85 deg. 04 min. W. 269.70 feet, and south 3997.74 feet.

Thence S. 01 deg. 55 min. 08 sec. E. at 31.6 feet pass a found 3/8" iron rod in the south line of said Road and in all 809.09 feet to a set spike for the southeast corner of this tract,

Thence S. 89 deg. 36 min. 33 sec. W. 372.27 feet to a set 3/8" iron rod for the southwest corner of this tract.

Thence N. 05 deg. 38 min. 21 sec. W. at 679.13 feet pass a set 3/8" iron rod in the south line of said Road in all 695.93 feet to a set nail in said Road and in the north line of said 51.063 acres tract for the Northwest corner of this tract.

Thence N. 67 deg. 49 min. E. 79.55 feet to a point for a corner of this tract.

Thence N. 74 deg. 53 min. 29 sec. E. 338.88 feet along said Road to a found 3/8" iron rod for a corner of this tract.

Thence N. 88 deg. 51 min. 01 sec. E. 12.73 feet along said road to the place of beginning.



**NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE**

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.

**DEED OF TRUST INFORMATION:**

**Date:** 03/05/2021  
**Grantor(s):** EDIE VALENZUELA, A SINGLE MAN  
**Original Mortgagee:** MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR GUILD MORTGAGE COMPANY LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS  
**Original Principal:** \$196,377.00  
**Recording Information:** Book 2363 Page 652 Instrument 2021-00001523 DT  
**Property County:** Palo Pinto  
**Property:** (See Attached Exhibit "A")  
**Reported Address:** 610 SE 28TH AVE, MINERAL WELLS, TX 76067

**MORTGAGE SERVICING INFORMATION:**

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

**Current Mortgagee:** Idaho Housing and Finance Association  
**Mortgage Servicer:** Idaho Housing and Finance Association  
**Current Beneficiary:** Idaho Housing and Finance Association  
**Mortgage Servicer Address:** 565 W. Myrtle, Boise, ID 83702

**SALE INFORMATION:**

**Date of Sale:** Tuesday, the 4th day of April, 2023  
**Time of Sale:** 01:00PM or within three hours thereafter.  
**Place of Sale:** AT THE EXTERIOR STEPS AT THE ENTRANCE TO THE DOOR OF THE COURTHOUSE WHICH OPENS AND FACES TO THE SOUTH in Palo Pinto County, Texas, Or, if the preceding area(s) is/are no longer the area(s) designated by the Palo Pinto County Commissioner's Court, at the area most recently designated by the Palo Pinto County Commissioner's Court.

WHEREAS, the above-named Grantor previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared; such default was reported to not have been cured; and all sums secured by such Deed of Trust were declared to be immediately due and payable; and

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Brenda Wiggs, Michelle Schwartz, Kathy Arrington, Janet Pinder, Brandy Bacon or Jamie Dworsky, Braden Barnes, Rachel Donnelly, or Jamie E. Silver, any to act, have been appointed as Substitute Trustees and requested to sell the Property to satisfy the indebtedness; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note has been accelerated and all sums secured by the Deed of Trust have been declared to be immediately due and payable.
2. Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Brenda Wiggs, Michelle Schwartz, Kathy Arrington, Janet Pinder, Brandy Bacon or Jamie Dworsky, Braden Barnes, Rachel Donnelly, or Jamie E. Silver, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. This sale shall be subject to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien of the Deed of Trust.

**FILED**  
At 9:46 O'Clock A M.

MAR - 3 2023

*Janette K. Orren*  
Clerk of the County Court  
Palo Pinto County, Texas  
By *[Signature]* Deputy

4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's own risk" and "at his peril", and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interests of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.

**Substitute Trustee(s):** Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Brenda Wiggs, Michelle Schwartz, Kathy Arrington, Janet Pinder, Brandy Bacon or Jamie Dworsky, Braden Barnes, Rachel Donnelly, or Jamie E. Silver, any to act.

**Substitute Trustee Address:** 14841 Dallas Parkway, Suite 425, Dallas, TX 75254

Document Prepared by:  
Bonial & Associates, P.C.  
14841 Dallas Parkway, Suite 425, Dallas, TX 75254  
AS ATTORNEY FOR THE HEREIN  
IDENTIFIED MORTGAGEE AND/OR  
MORTGAGE SERVICER

#### **Certificate of Posting**

I am \_\_\_\_\_ whose address is 14841 Dallas Parkway, Suite 425, Dallas, TX 75254. I declare under penalty of perjury that on \_\_\_\_\_ I filed and / or recorded this Notice of Foreclosure Sale at the office of the Palo Pinto County Clerk and caused it to be posted at the location directed by the Palo Pinto County Commissioners Court.

By: \_\_\_\_\_

#### **Exhibit "A"**

BEING ALL OF LOT NO. 2 OF BLOCK NO. 1 OF THE LA GRAND ADDITION TO THE CITY OF MINERAL WELLS, PALO PINTO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGE 4, PLAT RECORDS OF PALO PINTO COUNTY, TEXAS.

**Return to:** Bonial & Associates, P.C., 14841 Dallas Parkway, Suite 425, Dallas, TX 75254



## NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF 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. Sender is: Codilis & Moody, P.C., 400 North Sam Houston Parkway East, Suite 900A, Houston, Texas 77060

### INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION

Deed of Trust dated October 02, 2007 and recorded under Vol. 1468, Page 438, or Clerk's File No. 00009425, in the real property records of PALO PINTO County Texas, with Robin G. Bloxham and spouse, Wesley Neil Bloxham as Grantor(s) and Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Point Independent Mortgage, Inc., its successors and assigns as Original Mortgagee.

Deed of Trust executed by Robin G. Bloxham and spouse, Wesley Neil Bloxham securing payment of the indebtedness in the original principal amount of \$76,500.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal, and extensions of the promissory note (the "Note") executed by Robin G. Bloxham. Nationstar Mortgage LLC is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan. Mr. Cooper is acting as the Mortgage Servicer for the Mortgagee. Mr. Cooper is representing the Mortgagee, whose address is: 8950 Cypress Waters Boulevard, Coppell, TX 75019.

#### Legal Description:

BEING A CALLED 1.356 ACRES TRACT OF LAND, BEING ALL OF LOTS 2 AND 3, AND THE NORTH 14.85 FEET OF LOT 1, BLOCK 44, RAILROAD ADDITION TO THE TOWN OF GRAFORD, PALO PINTO COUNTY, TEXAS; ACCORDING TO PLAT RECORDED IN VOLUME 1, PAGE 2 OF THE PLAT RECORDS, PALO PINTO COUNTY, TEXAS.

### SALE INFORMATION

Date of Sale: 04/04/2023

Earliest Time Sale Will Begin: 1:00 PM

Location of Sale: The place of the sale shall be: PALO PINTO County Courthouse, Texas at the following location: On the exterior steps at the entrance to the door of the Palo Pinto County Courthouse which opens and faces to the south, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court

### TERMS OF SALE

A default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. Pursuant to the Deed of Trust, the mortgagee 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,"



**FILED**  
At 9:48 O'Clock A.M.  
MAR - 3 2023  
Clerk of the County Court  
Palo Pinto County, Texas  
By: [Signature] Deputy



**"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.**

The sale will begin at the earliest time stated above, or within three (3) hours after that time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

**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 MORTGAGE SERVICER.**

**WHEREAS**, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, **I HEREBY APPOINT AND DESIGNATE** Guy Wiggs, Brenda Wiggs, David Stockman, Donna Stockman, Aurora Campos, Ramiro Cuevas, Michelle Schwartz, Jonathan Harrison, Patrick Zwiers, Shawn Schiller, Kathy Arrington, Angie Uselton, Dana Kamin, Darla Boettcher, Irene Lindsay, Lisa Bruno, Monica Henderson, Tonya Washington, Janet Pinder, Brandy Bacon, Jamie Dworsky, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or Auction.com, as Substitute Trustee.

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is:  
Codilis & Moody, P.C.  
400 N. Sam Houston Pkwy E, Suite 900A  
Houston, TX 77060  
(281) 925-5200

Executed on The 27<sup>th</sup> day of February. 2023.

/s/ Olufunmilola Oyekan, SBOT 24084552, Attorney  
at Law  
Codilis & Moody, P.C.  
400 N. Sam Houston Pkwy E, Suite 900A  
Houston, TX 77060  
(281) 925-5200

Posted and filed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

C&M No. 44-23-0403

**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.**

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE AND  
APPOINTMENT OF SUBSTITUTE TRUSTEES**

**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 MORTGAGE SERVICER.**

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

**DATE:** MARCH 9, 2023

**NOTE:** Note, as subsequently amended, described as follows:

Date: MAY 7, 2021  
Maker: MICHAEL E. BLACK, BPS JUST ENERGY TECHNOLOGY, LLC,  
AND BLACK FAMILY PARTNERSHIP, LTD.  
Payee: VISTA BANK  
Original Principal  
Amount: \$6,500,000.00

FILED  
MAR 13 2023  
Clerk of Palo Pinto County, Texas  
By [Signature] Deputy

**DEED OF TRUST:** Deed of Trust described as follows:

Date: MAY 7, 2021  
Grantor: MICHAEL E. BLACK AND CYNTHIA BLACK  
Trustee: TROY STEGEMOELLER  
Beneficiary: VISTA BANK  
Recorded: DOCUMENT NO. 2021-00003514, Real Property Records, PALO PINTO County, Texas

MAR 13 2023  
Clerk of Palo Pinto County, Texas  
By [Signature] Deputy

**LENDER:** VISTA BANK

**BORROWER:** MICHAEL E. BLACK, BPS JUST ENERGY TECHNOLOGY, LLC, AND BLACK FAMILY PARTNERSHIP, LTD.

**PROPERTY:** The property described as follows:

THE PROPERTY, INCLUDING ANY PERSONAL PROPERTY, IF ANY,

LOCATED IN PALO PINTO COUNTY, TEXAS, AS DESCRIBED IN THE DEED OF TRUST AND IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, together with all buildings, structures, fixtures and improvements thereon and any and all appurtenances and rights thereto, ***SAVE AND EXCEPT ANY AND ALL LOTS OR PORTIONS THEREOF THAT HAVE BEEN RELEASED OF RECORD BY THE HOLDER OF THE DEED OF TRUST.***

**SUBSTITUTE TRUSTEE:** KELLY GODDARD, DAVID GARVIN, RICHARD H. HESTER

Substitute Trustee's Mailing Address:

3333 Lee Parkway, 8th Floor  
Dallas, Texas 75219

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

APRIL 4, 2023, the first Tuesday of the month, to commence at 10:00 AM, or within three (3) hours after that time.

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

In PALO PINTO County, Texas, County Courthouse, in the area designated by the Commissioners Court of such County, pursuant to Section 51.002 of the Texas Property Code (if no such place is designated, then the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted).

**RECITALS**

Default has occurred in the payment of the Note and/or in the performance of the obligations under the Deed of Trust that secures the Note. Because of this default, Lender, the owner and holder of the Note and the Deed of Trust lien under Texas Property Code Section 51.002, has requested that Substitute Trustee sell the Property according to the terms of the Deed of Trust and applicable law.

Formal notice is now given of Lender's election to proceed against and sell the real property described in the Deed of Trust, consistent with Lender's rights and remedies under the Deed of Trust and applicable law.

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, as Substitute Trustee, or any other substitute trustee Lender may appoint, will sell the Property by public sale to the highest bidder for cash or acceptable certified funds, according to 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 that are superior to the Deed of Trust and to any permitted exceptions to title described in the Deed of Trust. Substitute Trustee has not made and will not make any covenants, representations, or warranties about 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 will be sold 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 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.

#### **APPOINTMENT OF SUBSTITUTE TRUSTEE**

**DEED OF TRUST:** Deed of Trust described as follows:

Date: MAY 7, 2021  
Grantor: MICHAEL E. BLACK AND CYNTHIA BLACK  
Trustee: TROY STEGEMOELLER  
Beneficiary: VISTA BANK  
Recorded: DOCUMENT NO. 2021-00003514, Real Property Records, PALO PINTO County, Texas

**PROPERTY:** The property described as follows:

THE PROPERTY, INCLUDING ANY PERSONAL PROPERTY, IF ANY, LOCATED IN PALO PINTO COUNTY, TEXAS, AS DESCRIBED IN THE DEED OF TRUST AND IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES, together with all buildings, structures, fixtures and improvements thereon and any and all appurtenances and rights thereto, ***SAVE AND EXCEPT ANY AND ALL LOTS OR PORTIONS THEREOF THAT HAVE BEEN RELEASED OF RECORD BY THE HOLDER OF THE DEED OF TRUST.***

**SUBSTITUTE TRUSTEE:** KELLY GODDARD, DAVID GARVIN, RICHARD H. HESTER

Substitute Trustee's Mailing Address:  
c/o 3333 Lee Parkway, 8th Floor  
Dallas, Texas 75219

Each Substitute Trustee is appointed effective as of **MARCH 9, 2023**, pursuant to Texas Property Code § 51.0075 to succeed to all title, powers, and duties of the original or successor trustees under the Deed of Trust.

**Appointment of Substitute Trustees:**

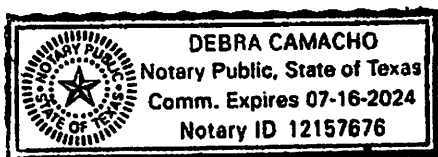
By: \_\_\_\_\_

Name: Michael P. Menton, Attorney for  
VISTA BANK

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day appeared Michael P. Menton, and after being by me duly sworn, stated that he executed the foregoing instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on MARCH 9, 2023.



Debra Camacho  
Notary Public, State of Texas

Notice of Sale executed by:

Kelly Goddard

Name: Kelly Goddard

Substitute Trustee

## **EXHIBIT A**

### **Tract 1:**

**BEING a 1.378 acre tract out of the A.J. Smith Survey, Abstract 393, and being a part of a tract of land purchased by the Brazos River Authority, recorded in Book 182, Page 142 Deed Records, Palo Pinto County, Texas, also known as Lot 28 in Area 1-3 of District Tract 3-1-94 and described by metes and bounds as follows:**

**Beginning at a capped 5/8 iron rod set marked "RPLS 5087" (N: 7008016.09, E- 1979131.06) for the southwest corner of Lot 28, also being the southeast corner of Lot 29, from which the Brazos River Authority CPS Control Monument No. 4 as recorded in Volume 1691, Page 8, Official Public Records, Palo Pinto County, Texas bears S 87°22'04" E, 4779.45 feet and the southwest corner of lease Block R005 bears N 83°11'38" W, 253.91 feet;**

**THENCE N 00°05'57", at 64.95 feet passing an iron pipe found, continuing in all a distance of 429.35 feet to a 60D nail set for the southwest corner of the Lot 28 Ferc Buffer and the southeast corner of the Lot 29 Ferc Buffer;**

**THENCE S 49°22'01" E a distance of 20.44 feet, with the Ferc Buffer, to a point for a corner;**

**THENCE N 86°36'41" E a distance of 10.28 feet, with the Ferc Buffer, to a point for a corner;**

**THENCE S 29°38'26" E a distance of 8.29 feet, with the Ferc Buffer, to a point for a corner;**

**THENCE S 75°33'08" E a distance of 24.65 feet, with the Ferc Buffer, to a point for a corner;**

**THENCE S 79°39'49" E a distance of 13.35 feet, with the Ferc Buffer, to a point for a corner;**

**THENCE S 62°49'42" E a distance of 14.07 feet, with the Ferc Buffer, to a point for a corner;**

**THENCE N 79°11'46" E a distance of 27.42 feet, with the Ferc Buffer, to a point for a corner;**

**THENCE N 89°31'39" E a distance of 7.05 feet, with the Ferc Buffer, to a point for a corner;**

**THENCE N 68°02'28" E a distance of 21.19 feet, with the Ferc Buffer, to a point for a corner;**

**THENCE S 77°01'44" E a distance of 12.28 feet, with the Ferc Buffer, to a hole in rock for the southeast corner of the Lot 28 Ferc Buffer and the southwest corner of the Lot 27 Ferc Buffer;**

**THENCE S 00°05'57" W, at 339.49 feet passing an iron rod found, continuing in all a distance of 421.94 feet to a capped 5/8 iron rod set marked "RPLS 5087" for the southeast corner of Lot 28 and the southwest corner of Lot 27;**



THENCE N 83°10'37" W a distance of 146.00 feet to the Point of Beginning for a total of 60,024.53 square feet or 1.378 acres more or less.

**Tract 2 - Easement Estate (Non-Exclusive, Common Drive Easement)**

BEING a .050 acre tract out of the A.J Smith Survey, Abstract 393, and being a part of a tract of land purchased by the Brazos River Authority, recorded in Book 182, Page 142, Deed Records, Palo Pinto County, Texas, also known as Lot 28 in Area 1-3 of District Tract J-1-94 and described by metes and bounds as follows:

Beginning at a point (N: 7008041.87, E: 1979131.11), from which the Brazos River Authority CPS Control Monument No. 4 as recorded in Volume 1697, Page 8, Official Public Records, Palo Pinto County, Texas bears S 87°03'33" E, 4780.66 feet and the southwest corner of Lease Block R005 bears N 89°00'08" W, 252.25 feet;

THENCE N 82°30'15" E a distance of 63.55 feet to a point for a corner;

THENCE N 85°03'53" E a distance of 73.26 feet to a point for a corner;

THENCE N 88°04'39" E a distance of 9.03 feet to a point for a corner;

THENCE S 00°05'57" W a distance of 15.01 feet to a point for a corner;

THENCE S 88°04'39" W a distance of 8.11 feet to a point for a corner;

THENCE S 85°03'53" W a distance of 72.53 feet to a point for a corner;

THENCE S 82°30'15" W a distance of 65.22 feet to a point for a corner;

THENCE N 00°05'57" E a distance of 15.13 feet to the Point of Beginning for a total of 2187.73 square feet or 0.050 acres more or less.

FILED  
At 12:28 P.M. O'Clock

**NOTICE OF TRUSTEE'S SALE BY  
SUBSTITUTE TRUSTEE**

MAR 13 2023  
Jemelle K. Over  
Clerk of the County Court  
Palo Pinto County, Texas  
By \_\_\_\_\_ Deputy

Notice is hereby given of a public non-judicial foreclosure sale.

1. Property to Be Sold. The property to be sold is described in Exhibit "A" attached hereto.
2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: **April 4, 2023**

Time: The sale shall begin no earlier than 10:00 A.M. or no later than three hours thereafter.

Place: Palo Pinto County Courthouse in Palo Pinto, Texas, at the south door of the courthouse.

The deed of trust 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 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. Such reposting or refiling may be after the date originally scheduled for this sale.

3. 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 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 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, 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 urged to examine the applicable property records to determine the nature and extent of such matters, if any.

4. Type of Sale. The sale is a non-judicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deeds of Trust executed by property owners listed in Exhibit "A". The Deeds of Trust are recorded in the plat records in the office of the County Clerk of Palo Pinto County, Texas, under the volumes and page numbers listed in Exhibit "A."

5. Obligations Secured. The Deeds of Trust provide that they secure the payment of the

[indebtedness and obligations therein described (collectively the "Obligations") including but not limited to (1) the promissory note in the original principal amount payable to the order of Double Diamond, Inc.; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of the property owners to Double Diamond, Inc. Double Diamond, Inc. is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

6. Default and Request To Act. Default has occurred under the deed of trust, 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.

Dated this 13 day of March, 2023.



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KANDISS REDDING  
160 CLIFFS DRIVE  
GRAFORD, TX 76449  
(940) 745-7153



# EXHIBIT "A"

Cliffs I -	Cliffs Phase I Subdivision, as described in the Amended plat recorded in Slide 455-460 of the Plat Records of Palo Pinto County, Texas.
Cliffs II -	Cliffs Phase II Subdivision, as described in the plat recorded in Slide 468-473 of the Plat Records of Palo Pinto County, Texas.
Cliffs III-	Cliffs Phase III Subdivision, as described in the plat recorded in Slide 475-479 of the Plat Records of Palo Pinto County, Texas.
Cliffs IV-	Cliffs Phase IV Subdivision, as described in the plat recorded in Slide 480-485 of the Plat Records of Palo Pinto County, Texas.
Cliffs V-	Cliffs Phase V Subdivision, as described in the plat recorded in Slide 488 of the Plat Records of Palo Pinto County, Texas.
Cliffs VI-	Cliffs Phase VI Subdivision, as described in the plat recorded in Slide 489 of the Plat Records of Palo Pinto County, Texas.
Cliffs VII-	Cliffs Phase VII Subdivision, as described in the plat recorded in Slide 499-503 of the Plat Records of Palo Pinto County, Texas.
Cliffs VIII-	Cliffs Phase VIII Subdivision, as described in the plat recorded in Slide 491-498 of the Plat Records of Palo Pinto County, Texas.
Cliffs IX-	Cliffs Phase IX Subdivision, as described in the plat recorded in Slide 507-513 of the Plat Records of Palo Pinto County, Texas.
Cliffs X-	Cliffs Phase X Subdivision, as described in the plat recorded in Slide 509 of the Plat Records of Palo Pinto County, Texas.
Cliffs XI-	Cliffs Phase XI Subdivision, as described in the plat recorded in Slide 525 of the Plat Records of Palo Pinto County, Texas.
Cliffs XII-	Cliffs Phase XII Subdivision, as described in the plat recorded in Slide 582 of the Plat Records of Palo Pinto County, Texas.
Cliffs XIII-	Cliffs Phase XIII Subdivision, as described in the plat recorded in Slide 652 of the Plat Records of Palo Pinto County, Texas.
Birkdale-	Birkdale Timeshare Regime more fully described in the Declaration establishing the Birkdale Timeshare Regime recorded in Volume 972, page 779 of the Deed of Records of Palo Pinto County, Texas.
Vista Point-	Vista Point Timeshare Regime more fully described in the Declaration establishing the Vista Point Timeshare Regime recorded in Volume 1160, page 136 of the Deed of Records of Palo Pinto County, Texas.

<u>MORTGAGOR</u>	<u>LOT</u>	<u>SUBDIVISION</u>	<u>DEED OF TRUST</u>	
			<u>VOL</u>	<u>PAGE</u>
BRIAN E. HUTCHENS & JULIE ANNE HUTCHENS	79	THE CLIFFS Phase XI	1418	120

## Notice of Foreclosure Sale

March 10, 2023

**FILED**  
At 1:01 O'Clock P M.

Junior Deed of Trust ("Deed of Trust"):

Dated: December 14, 2021

Grantor: American Precision Ammunition LLC

Trustee: John F. Berry

Lender: Green Elephant LLC

Recorded in: Instrument Number 2022-00007870 of the official public records of the County Clerk of Palo Pinto County, Texas.

Legal Description: See Exhibit A Attached hereto.

Secures: A Promissory Note ("Note") in the original principal amount of \$420,000.00, executed by American Precision Ammunition LLC and Matthew Campbell ("Borrower") and payable to the order of Lender

Foreclosure Sale:

Date: Tuesday, April 4, 2023

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 1:00 p.m. and not later than three hours thereafter.

Place: THE EXTERIOR STEPS AT THE SOUTH ENTRANCE OF THE PALO PINTO COUNTY COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS

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 Green Elephant LLC'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, Green Elephant LLC, the owner and holder of the Note, has requested Trustee to sell the Property.

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

MAR 13 2023  
*Janet K Green*  
Clerk of the County Court  
Palo Pinto County, Texas  
By *Steve Berry* Deputy

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

If Green Elephant LLC 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 Green Elephant LLC. 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, 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 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.**



John F. Berry  
Berry Richardson, PC  
100 Independence Place, Suite 400  
Tyler, Texas 75703  
(903) 561-4200  
jfberry@jberrylaw.net



## **Exhibit A**

### **Legal Description of Property**

#### **TRACT ONE:**

Being 1.287 acres out of the Northwest  $\frac{1}{4}$  of Section 14, I. & P. RR. Co. Survey, Block "A". East of Brazos, Abstract No. 962 and being more particularly described as follows:

BEGINNING at  $\frac{1}{2}$  inch iron rod set at the Northeast corner of that certain tract conveyed to Carl Kessler by Deed Recorded in Volume 680, Page 74 of the Deed Records of Palo Pinto County, Texas. Said point being North at a distance of 4810.20 feet and East a distance of 2,042.58 feet from the Northeast corner of the Northwest  $\frac{1}{4}$  of Section 15, said T. & P. RR. Co. Survey for the Southeast corner of this tract;

THENCE West, along and with the North line of said Kessler tract, a distance of 276.09 feet to a  $\frac{1}{2}$  inch iron rod set for the Southwest corner of this tract;

THENCE N. 00 deg. 08 min. 11 sec. East a distance of 361.69 feet to a  $\frac{1}{2}$  inch iron rod set on the South line of the Old Weatherford, Mineral Wells & Northwestern Railroad Right-of-Way for the Northwest corner of this tract;

THENCE South 83 deg. 46 min. 00 sec. East along and with said South line of Railroad Right-of-Way, a distance of 187.83 feet to a point;

THENCE 79 deg. 34 min. 00 sec. East continuing along and with said South line of Railroad Right-of-Way, a distance of 90.00 feet to a  $\frac{1}{2}$  inch iron rod for the Northeast corner of this tract, same being the Northwest corner of that certain tract conveyed to Carl Kessler by deed recorded in Volume 643, Page 32 of the Deed Records of Palo Pinto County, Texas.

THENCE South along and with the West line of said Kessler tract, a distance of 325.00 feet to the place of beginning and containing 2.187 acres.

#### **TRACT TWO:**

Being 0.266 acres out of the Northwest  $\frac{1}{4}$  of Section 14, T. & P. RR. Co. Survey, Block "A" East of the Brazos, Abstract No. 962, Palo Pinto County, Texas and being more particularly described as follows:

BEGINNING at a nail in pavement, found in place, at the Southeast corner of that certain tract conveyed to Lon Williams by Deed recorded in Volume 872, Page 73 of the Official Public Records of Palo Pinto County, Texas, said point being North a distance of 5061.07 feet and East a distance of 1665.68 feet from the Northeast corner of the Northwest  $\frac{1}{4}$  of Section 15, said T. & P. RR. Co. Survey for the Southwest corner of this tract;

THENCE North 00 deg. 03 min. 00 sec. East along and with the East line of said Williams tract, a distance of 116.00 feet to a 3/8 inch iron rod found in place at the Northeast corner of said Williams tract on the South line of the old Weatherford, Mineral Wells and Northwestern Railroad Right-of Way for the Northwest corner of this tract;

THENCE 5. 87 deg. 51 min. 00 sec. East along and with said Railroad Right-of-Way, a distance of 89.53 feet to a point;

THENCE South 83 deg. 46 min. 00 sec. East continuing along and with said railroad right-of-way, a distance of 12.17 feet to a 1/2 inch iron rod set for the Northeast corner of this tract;

THENCE S. 00 deg. 08 min. 11 sec. West a distance of 111.23 feet to a P.K. Nail set in pavement for the Southeast corner of this tract;

THENCE South 89 deg. 57 min. 00 sec. West a distance of 101.40 feet to the place of beginning and containing 0.266 acres.

#### **TRACT THREE:**

Being a 0.689 acres out of the Northwest 1/4 of Section 14, T. & P. RR. Co. Survey, Block "A", East of the Brazos and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set on the North line of that certain tract conveyed to Carl Kessler by Deed Recorded in Volume 680, Page 74, of the Deed Records of Palo Pinto County, Texas, said point being North a distance of 4810.70 feet and East a distance of 1678.85 feet from the Northeast corner of the Northwest 1/4 of Section 15, said T. & P. RR. Co. Survey for the most Southerly Southwest corner of this tract;

THENCE North a distance of 190.00 feet to a P.K. nail set in pavement; for an ell corner of this tract;

THENCE West, a distance of 132.23 feet to a 1/2 inch iron rod set in the East Right-of-Way line of F.M. Highway No. 1821 (Garrett Morris Parkway) for the most Northerly Southwest corner of this tract;

THENCE Northwesterly, along and with a non-tangent curve to the right having a central angle of 01 deg. 03 min. 28 sec. and a radius of 3,263.9 feet. The chord of which bears North 00 deg. 55 min. 25 sec. West 60.26 feet, an arc distance of 60.26 feet to a 3/8 inch iron rod, found in place for the Northwest corner of this tract;

THENCE North 89 deg. 57 min. 00 sec. East along and with the South line of that certain tract conveyed to Lon Williams by Deed Recorded in Volume 872, Page 73 of the Official Public Records of Palo Pinto, Texas, a distance of 221.43 feet to a P.K. nail set in pavement for the Northeast corner of this tract;

THENCE South 00 deg. 08 min. 11 sec. West a distance of 250.46 feet to a ½ iron rod set on the North line of said Kessler Tract for the Southeast corner of this tract;

THENCE West, along and with the North line of said Kessler tract, a distance of 87.64 feet to the place of beginning and containing 0.689 acres.

\*\*\*Note: Tracts One, Two and Three are taken from the Special Warranty Deed Correction filed May 4, 2000 in Volume 1047, Page 579 of Palo Pinto County, Texas, from City of Mineral Wells to Perry Equipment Corporation.

**SAVE & EXCEPT:**

Following tracts out of Gift Warranty Deed from Perry Equipment Corporation to The Mineral Wells Industrial Foundation, Inc. on 4/14/2000 filed in Volume 1047, Page 576 of the Public Records of Palo Pinto County, Texas.

Tract 1:

Being 0.37 1 acres out of the Northwest ¼ of Section 14, T. & P.R.R. Co. Survey, Block "A", East of the Brazos Abstract No. 962, Palo Pinto County, Texas and being more particularly described as follows:

BEGINNING at a nail in pavement, found in place at the Southeast corner of that certain tract conveyed to Lon Williams by deed recorded in Volume 872, Page 73 of the Official Public Records of Palo Pinto County, Texas, said point being North a distance of 5061.07 feet and East a distance of 1665.68 feet from the Northeast corner of Northwest ¼ of Section is said T. & P. RR. Co. Survey for the Southwest corner of this tract;

THENCE N. 00 deg. 03 min. 00 Sec. E., along and with the East Line of said Williams tract, a distance of 116.00 feet to a 3/8 inch iron rod, found in place at the Northeast corner of said Williams tract on the South Line of Old Weatherford, Mineral Wells & Northwestern Railroad Right-of-way for the most Northerly Northwest corner of this tract;

THENCE S. 87 deg. 51 min. 00 sec., E., along and with said Railroad Right-of-way, a distance of 89.53 feet to a point;

THENCE S. 83 deg. 46 min. 00 sec. E., continuing along and with said Railroad Right-of-way, a distance of 12.17 feet to a ½ inch iron rod set for the Northeast corner of this tract;

THENCE S. 00 deg. 08 min. 11 sec. W., a distance of 132.23 feet to a P.K. nail set in pavement for the Southeast corner of this tract;

THENCE S. 89 deg. 55 mi.53 sec. W., a distance of 221.15 feet to a point on the East Line of F.M. Highway No. 1821 (Garrett Morris Parkway) for a corner;

THENCE Northwesterly, along and with said East Line of F.M. Highway No. 1821 and a curve to the Right having a central angle of 0 deg. 21 min. 36 sec., a radius of 3263.9 feet the chord of which bears N. 0 deg. 28 min. 52 sec. W., 20.51 feet, an Arc distance of 20.51 feet to a point for the most Southerly Northwest corner of this tract;

THENCE N. 89 deg. 57 min. 00 sec. B., a distance of 120.03 feet to the place of beginning and containing 0.371 acres.

and

Tract 2:

Being 0.432 acres out of the Northwest  $\frac{1}{4}$  of Section 14, T. & P. RR. Co. Survey, Block "A", East of the Brazos and being more particularly described as follows:

BEGINNING at a  $\frac{1}{2}$  inch iron rod set on the North line of that certain tract conveyed to Carl Kessler by deed recorded in Volume 680, Page 741 of the Deed Records of Palo Pinto County, Texas, said point being North a distance of 4810.70 feet and East a distance of 1678.85 feet from the Northeast corner of the Northwest  $\frac{1}{4}$  of Section is said T. & P. RR. Survey for the most Southerly Southwest corner of this tract;

THENCE North a distance of 190.00 feet to a P.K. nail set in pavement, for an Ell corner of this tract;

THENCE West, a distance of 132.23 feet to a  $\frac{1}{2}$  inch iron rod set in the East Right-of-way Line of FM Highway No. 1821 (Garrett Morris Parkway) for the most Northerly Southwest corner of this tract;

THENCE Northwesterly, along and with a non-tangent curve to the right having a central angle of 0 deg. 10 min. 19 sec. and a radius of 3263.9 feet, an Arc distance of 9.76 feet to a point for the Northwest corner of this tract;

THENCE S. 89 deg. 55 min. 53 sec. E., a distance of 220.57 feet to a point for the Northeast corner of this tract;

THENCE S. 00 deg. 08 min. 11 sec. W., a distance of 199.49 feet to a  $\frac{1}{2}$  inch iron rod set on the North line of said Kessler tract for the Southeast corner of this tract;

THENCE West along and with the North line of said Kessler tract, a distance of 87.64 feet to the PLACE OF BEGINNING and containing 0.432 acres.

**SAVE & EXCEPT** the following tract found in Volume 1049, Page 724 of Palo Pinto County Public Records in the General Warranty Deed dated April 14, 2000 from Perry Equipment Corporation to Ridgewood Resources, Inc.:



BEING a tract of land out of the Northwest ¼ of Section 14, T. & P. R.R. Co. Survey, Block "A" East of the Brazos, Abstract No. 962 Palo Pinto County, Texas and being more particularly described as follows:

BEGINNING at a point being North a distance of 5010.19 feet and East a distance of 1766.49 feet from the Northeast corner of the Northwest ¼ of Section 15. Said T.& P. RR. Co. Survey for the Southeast corner of this Easement;

THENCE 5. 89 deg. 55 min. 53 sec. W., a distance of 220.57 feet to a point on the East Right-of-Way of F.M. Highway No. 1821 (Garrett Morris Parkway) for the Southwest corner of this easement;

THENCE Northwesterly, along and with a non-tangent curve to the right having a central angle of 00 deg. 31 min. 37 sec. and a radius of 3263.9 feet. The Chord of which bears N. 00 deg. 58 min. 14 sec. W., 30.01 feet. An arc distance of 30.01 feet to a point for the Northwest corner of this Easement;

THENCE N. 89 deg. 55 min. 53 sec. E., a distance of 221.15 feet to a point for the Northeast corner of this Easement;

THENCE S. 00 deg. 08 mm. 11 sec. W., a distance of 30.00 feet to the place of beginning.

Subject to separate Easement Agreement between Grantor and Grantee of even date herewith and filed for record in Official Public Records of Palo Pinto County, Texas.

EASEMENT AGREEMENT, ABANDONMENT OF PRIOR EASEMENT AND CREATION OF CONTINGENT EASEMENT found in Volume 1047, Page 585 of the Public Records Palo Pinto County from Ridgewood Resources, Inc. to Perry Equipment Corp.

Allows easement right-of-way upon and over the following tracts for ingress and egress only:

0.557 acre tract, 0.266 acre tract and 0.689 acre tract. (Full legal is filed.)

Above easement terminates when sold or developed and a new entrance is constructed by grantees, their heirs and assigns. At that time, the following easement and right of way upon and across following property is in effect.

BEING a 0.14 acre out of the Northwest one-fourth of Section 14, T.& P.R.R. Co. Survey, Block "A", East of the Brazos, Abstract 962, Palo Pinto County, Texas and being more particularly described as follows:

BEGINNING at a ½ inch iron rod, found in place, on the East line of the above described 1.37 acre tract of the Northwest ¼ of Section 15, said T. & P. RR. Co. Survey for the Northeast corner of this tract.

THENCE S. 00 deg. 08 min. 10 sec. West, a distance of 30 feet to a point on the North line of that certain tract conveyed to Carl Kessler by deed recorded in Volume 680, Page 741 of the Deed Records of Palo Pinto County, Texas for the Southeast corner of this tract.

THENCE West, along and with the North line of said Kessler tract, a distance of 208.90 feet to a ½ inch iron rod, found in place, on the East line of FM Highway 1821 (Garrett Morris Parkway) for the P.C. of a non-tangent curve to the right for the Southwest corner of this tract.

THENCE Northwesterly, along and with the East line of said FM Highway 281 (Garrett Morris Parkway) and along and with said curve to the right having a central angle of 00 deg. 39 min. 44 sec. and a radius of 3260.70 feet, the chord of which bears North 04 deg. 39 min. 44 sec. West, 30.10 feet, an arc distance of 30.10 feet to a ½ inch iron rod, set for the Northwest corner of this easement;

THENCE East, a distance of 211.42 feet to a place of beginning and containing 0.14 acre. Prior Easement is abandoned by this document and replaced by the above easement.

#### **TRACT FOUR:**

From Warranty Deed dated February 10, 2000 from Carl E. Kessler, Trustee of The Carl E. Kessler Family Trust filed in Volume 1035, Page 898 for the Public Records in Palo Pinto County, Texas.

BEING a 3.413 acres of land out of Section No. 14, T.& P. R.R. Co. Survey, Block "A", E.O.B., Abstract No. 962, Palo Pinto County, Texas: and being out of the North part of a certain 9.0 acres of land as described in Volume 643, Page 32 of the Deed Records of Palo Pinto County, Texas: and being further described by metes and bounds as follows:

BEGINNING at a set 3/8" iron rod at the northeast corner of said tract and in the intersection of the west line of Southeast Industrial Parkway and the south right of way line of the Texas Parks and Wildlife "Rails to Trails" (old W.M.W. & N.W. R.R.) for the northeast and beginning corner of this tract. Whence the northwest corner of said section is called to bear N. 73 deg. 17 min. W. 1213.07 feet;

THENCE S. 00 deg. 45 min. 27 sec. W. 158.69 feet along the west line of said road and with the east line of said tract to a set 3/8" iron rod for the southeast corner of this tract;

THENCE S. 89 deg. 59 min. 04 sec. W. 602.95 feet to a found ½ inch iron rod for the southwest corner of this tract;

THENCE North 325.03 feet to a found ½ inch iron rod at the northwest corner of said tract and in the south line of said old railroad for the northwest corner of this tract;

THENCE S. 77 deg. 37 min. 25 sec. E. 109.96 feet along the south line of said old railroad to a set 3/8" iron rod for a corner of this tract;

THENCE S. 74 deg. 49 min. 01 sec. E. 199.78 feet along the south line of said old railroad to a set 3/8" iron rod for a corner of this tract;

THENCE S. 73 deg. 29 mm. 59 sec. B. 317.93 feet along the south line of said old railroad to the place of beginning.

After all save and except tracts are removed, the subject tract is approximately 5.600 acres with 0.140 easement for access to FM Highway 1821 (Garrett Morris Parkway).