NOTICE OF TRUSTEE'S SALE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

STATE OF TEXAS
COUNTY OF Wise

COPY

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, on **September 1, 2018, Mayra Rivera and David Miranda,** as grantor(s) executed a deed of trust to **Debbie Clay,** filed in **Deed Records, Wise County, Texas** certain real property located in the county of **Wise** State of Texas, and being more particularly described as **Lot 13, Coyote Ridge, Phase II, more specifically described in Exhibit A attached hereto and made a part hereof for all intents and purposes,** to secure payment of one certain Real Estate Note in the amount of **$56,400.00** (the note), the Deed of Trust being recorded in **Instrument Number 201810722,** Deed Records, **Wise County**, Texas.

WHEREAS, (I) default has occurred in the payment of the Note secured by the Deed of Trust and/or in the performance of the covenants, agreements, and conditions set forth in the Deed of Trust, and (ii) the sums due and payable under the Note and the Deed of Trust are now wholly due and payable, and (iii) owner and holder of the Note, pursuant to the Deed of Trust has requested the undersigned to sell the property and satisfy the note, the proceeds of such sale to be applied in accordance with the provisions of the Deed of Trust; and

WHEREAS, the undersigned **Trustee**, acting upon the request of **Debbie Clay** by these presents is hereby posting, filing and giving notice of the foreclosure of the Deed of Trust and lien thereof in accordance with §51.002 of the Texas Property Code and the terms and provisions of the Deed of Trust.

NOW, THEREFORE, the undersigned, the Trustee as aforesaid, does hereby give notice that after due publication of this notice as required by law and the Deed of Trust, will sell the Property at Public Venue to the highest bidder, or bidders, for cash, at a time no earlier than **10:00 a.m.** and not later than **1:00 p.m.** on the first Tuesday in **April, 2021** at the **Wise County Courthouse, Decatur, Texas.** The same being **April 6, 2021, At the southeast entrance of the Courthouse, 101 N. Trinity, in the City of Decatur, TX.**

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVIING 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.

In Witness Whereof, this Notice of Trustee's Sale has been executed on **March 2, 2021.**

Emory Russell, Trustee

After Filing Return To:
Debbie Clay
8659 White Settlement Rd.
Fort Worth, Texas 76108

POSTED
AT 10:23 o'clock a M
MAR 02 2021
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By Kathy Gyger Deputy
Kathy Gyger

EXHIBIT "A"

Being a 2.000 acre tract of land out of the M.E.P. & P.R.R. Co. Survey, Abstract #633, situated in Wise County, Texas, and being a portion of that certain 350.066 acre in the A.J. Walker Survey, Abstract #861 and the M.E.P. & P.R.R. Co. Survey, Abstract #633, as conveyed to JCEF LIMITED, in Volume538, Page 738, Real Records, Wise County, Texas, and being described by metes and bounds as follows:

BEGINNING at a ½" iron pin set in the east line of said 350.066 acre tract and in the west line of a 590.334 acre tract, as recorded in Volume 664, Page 238, Real Records, Wise County, Texas, for the southeast corner of the herein described tract and being North 00° 49' 41" East, 1274.49 feet, from the most easterly southeast corner of said 350.066 acre tract;

THENCE North 89° 10' 19" West, a distance of 573.25 feet, to a ½" iron pin set in the east right-of-way line of a 60' private road, for the southwest corner of the herein described tract;

THENCE North 00° 49' 41" East, along the said east right-of-way line, a distance of 151.98 feet, to a ½"iron pin set for the northwest corner of the herein described tract;

THENCE South 89° 10' 19" East, a distance of 573.25 feet to a ½" iron pin set, in the common line of said 350.066 and 590.334 acre tracts, for the northeast corner of the herein described tract;

THENCE South 00° 49' 41" West, along the said common line, a distance of 151.98 feet to the POINT OF BEGINNING and containing 2.000 acres of land.

SAID 2.000 ACRE TRACT ALSO BEING KNOWN AS
TRACT 13, COYOTE RIDGE, PHASE II,
AN UNRECORDED SUBDIVISION IN WISE COUNTY, TEXAS.

NOTICE OF TRUSTEE'S SALE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

COPY

STATE OF TEXAS
COUNTY OF Wise

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, on **August 2, 2017, Mayra Rivera,** as grantor(s) executed a deed of trust to Kristi K. Frazier Special Needs Trust, transferred by Assignment of Lien to **KKF Supplemental Needs Trust,** filed in **Deed Records, Wise County, Texas** certain real property located in the county of **Wise** State of Texas, and being more particularly described as **Lot 91, Hills of Oliver Creek, more specifically described in Exhibit A attached hereto and made a part hereof for all intents and purposes.,** to secure payment of one certain Real Estate Note in the amount of **$32,000.00** (the note), the Deed of Trust being recorded in **Instrument Number 201708677,** Deed Records, **Wise County**, Texas.

WHEREAS, (I) default has occurred in the payment of the Note secured by the Deed of Trust and/or in the performance of the covenants, agreements, and conditions set forth in the Deed of Trust, and (ii) the sums due and payable under the Note and the Deed of Trust are now wholly due and payable, and (iii) owner and holder of the Note, pursuant to the Deed of Trust has requested the undersigned to sell the property and satisfy the note, the proceeds of such sale to be applied in accordance with the provisions of the Deed of Trust; and

WHEREAS, the undersigned **Trustee**, acting upon the request of **KKF Supplemental Needs Trust** by these presents is hereby posting, filing and giving notice of the foreclosure of the Deed of Trust and lien thereof in accordance with §51.002 of the Texas Property Code and the terms and provisions of the Deed of Trust.

NOW, THEREFORE, the undersigned, the Trustee as aforesaid, does hereby give notice that after due publication of this notice as required by law and the Deed of Trust, will sell the Property at Public Venue to the highest bidder, or bidders, for cash, at a time no earlier than **10:00 a.m.** and not later than **1:00 p.m.** on the first Tuesday in **April, 2021** at the **Wise County Courthouse, Decatur, Texas.** The same being **April 6, 2021, At the southeast entrance of the Courthouse, 101 N. Trinity, in the city of Decatur, Texas.**

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVIING 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.

In Witness Whereof, this Notice of Trustee's Sale has been executed on **March 2, 20201.**

Emory Russell, Trustee

After Filing Return To:
KKF Supplemental Needs Trust
8659 White Settlement Rd.
Fort Worth, Texas 76108

POSTED
AT 10:23 o'clock a M
MAR 02 2021
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By Kathy Gyger Deputy
Kathy Gyger

EXHIBIT "A"

Being a 3.549 acre tract of land out of the P.P. Harding Survey, Abstract #373, situated in Wise County, Texas, and being a portion of that certain 590.334 acre tract of land out of the M.E.P. & P.R.R. Co. Survey, Abstract #633, B.G. Brock Survey, Abstract #131, P.P. Harding Survey, Abstract #373, E.M. Thomasson Survey, Abstract #801, and the R.M. Thompson Survey, Abstract #1248, as conveyed to AP Land Investments Limited Partnership, Dee Ring, Inc., Sandra Sue Faust, The George and Jean Kaelber Trust, the Pepper Family Limited Partnership, and Jack Doege, in Volume 664, Page 238, Real Records, Wise County,, Texas, and this tract being described by metes and bounds as follows:

BEGINNING at a point in Oliver Creek for the southeast corner of the herein described tract, and being North 85° 01′ 54" West, 135.72 feet, South 73° 59′ 08" West, 193.76 feet, South 83° 48′ 24" West, 274.06 feet, North 78° 32′ 41" West, 331.48 feet, South 84° 42′ 34" West, 431.68 feet, North 89° 01′ 58" West, 624.70 feet, South 65° 27′ 24" West, 601.23 feet and North 63° 06′ 38" West, 145.71 feet, from the most easterly southeast corner of said 590.334 acre tract;
THENCE North 63° 06′ 38" West, along said creek, a distance of 149.38 feet, to a point for corner;
THENCE South 69° 20′ 48" West, continuing along said creek, a distance of 168.35 feet, to a point for corner, a 1/2" iron pin set, bears North 00° 06′ 05" West, 82.45 feet;
THENCE North 00° 06′ 05" West, at 82.45 feet, passing a 1/2" iron pin set, in all a distance of 692.91 feet, to a 1/2" iron pin set in the south right-of-way line of a proposed 60′ private road and being the beginning of a non-tangent curve to the left, having a radius of 830.00 feet;
THENCE along said south right-of-way line, along said curve to the left, an arc distance of 133.45 feet to a 1/2" iron pin set, for end of said curve and then North 80° 41′ 10" East, a distance of 41.79 feet, to a 1/2" iron pin set for corner;
THENCE South 09° 18′ 50" East, at 618.72 feet, passing a 1/2" iron pin set, in all a distance of 728.39 feet to the Point of Beginning and containing 3.549 acres of land.

(ALSO KNOWN AS - LOT 91, HILLS OF OLIVER CREEK, AN UNRECORDED SUBDIVISION.)

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

STATE OF TEXAS

COPY

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF Wise

WHEREAS, on **December 8, 2009, Angela Bennet,** as grantor(s) executed a Deed of Trust, conveying to Kristi K. Frazier Special Needs Trust, transferred by Assignment of Lien to **KKF Supplemental Trust**, filed in **Deed Records, Wise County, Texas,** certain real property located in the County of **Wise,** State of Texas, and being more particularly described as **Lot 14, Cottondale, more specifically described in Exhibit A attached hereto and made a part hereof for all intents and purposes,** to secure payment of one certain Real Estate Note in the amount of, **$26,942.40** (the note), the Deed of Trust being recorded in Deed Records, **Wise County**, Texas, in **Volume 2114, Page 845.** WHEREAS, (I) default has occurred in the payment of the Note secured by the Deed of Trust and/or in the performance of the covenants, agreements, and conditions set forth in the Deed of Trust, and (ii) the sums due and payable under the Note and the Deed of Trust are now wholly due and payable, and (iii) owner and holder of the Note, pursuant to the Deed of Trust has requested the undersigned to sell the property and satisfy the note, the proceeds of such sale to be applied in accordance with the provisions of the Deed of Trust; and

WHEREAS, the undersigned **Substitute Trustee**, acting upon the request of **KKF Supplemental Trust**, by these presents is hereby posting, filing and giving notice of the foreclosure of the Deed of Trust and lien thereof in accordance with §51.002 of the Texas Property Code and the terms and provisions of the Deed of Trust.

NOW, THEREFORE, the undersigned, the **Substitute Trustee** as aforesaid, does hereby give notice that after due publication of this notice as required by law and the Deed of Trust, will sell the Property at Public Venue to the highest bidder, or bidders, for cash, at a time no earlier than **10:00 a.m.** and not later than **1:00 p.m.** on the first Tuesday in March, 2021 at the **Wise County Courthouse, Decatur, Texas.** The same being **April 6, 2021, At the southeast entrance of the Wise County Courthouse, 101 N. Trinity, in the City of Decatur, Texas.**

Substitute Trustee does give testimony under oath that to his knowledge, all of the debtors to whom notice was given were living on the date notice of sale was posted.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVIING 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.

In Witness Whereof, this notice of **Substitute Trustee's Sale** has been executed on March 2, 2021.

Emory Russell

Emory Russell
Substitute Trustee

After Filing Return To:
KKF Supplemental Trust
8659 White Settlement Rd.
Fort Worth, Texas 76108

POSTED
AT 10:23 o'clock a M
MAR 02 2021

SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By Kathy Gyger Deputy
Kathy Gyger

EXHIBIT "A"

BEING a 5.000 acre tract of land out of Block 73, LOWER MATAGORDA SCHOOL LAND SURVEY, ABSTRACT NO. 534, situated in Wise County, Texas, and being a portion of that certain 156.267 acre tract of land in said survey, as conveyed to Audra Frazier, Trustee, in Volume 566, Page 8, Real Records, Wise County, Texas, and this tract being described by metes and bounds as follows:

BEGINNING at a ½" iron pin set in the occupied East right of way line of a North-South county road for the Northwest corner of the herein described tract, and said iron pin being South 89°42'18" East, 30.00 feet and South 00°35'08" West, 897.16 feet from the Northwest corner of said Frazier tract;

THENCE South 89°42'18" East a distance of 971.07 feet to a ½" iron pin set for the Northeast corner of the herein described tract;

THENCE South 00°35'08" West a distance of 224.29 feet to a ½" iron pin set for the Southeast corner of the herein described tract;

THENCE North 89°42'18" West a distance of 971.07 feet to a ½" iron pin set in the East right of way line of said county road for the Southwest corner of the herein described tract;

THENCE North 00°35'08" East along the East right of way line of said county road, a distance of 224.29 feet to the POINT OF BEGINNING, and containing 5.000 acres of land.

(AKA LOT 14, COTTONDALE ESTATES, an unrecorded subdivision situated in Wise County, Texas.)

NOTICE OF TRUSTEE'S SALE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

COPY

STATE OF TEXAS
COUNTY OF Wise

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, on **September 13, 2012, Joseph Randolph Nixon,** as grantor(s) executed a deed of trust to Kristi K. Frazier Special Needs Trust, transferred by Assignment of Lien to **KKF Supplemental Trust,** filed in **Deed Records, Wise County, Texas** certain real property located in the county of **Wise** State of Texas, and being more particularly described as **Lot 68, Coyote Ridge, Phase II-A, Wise County, Texas, more specifically described in Exhibit A attached hereto and made a part hereof for all intents and purposes.,** to secure payment of one certain Real Estate Note in the amount of **$31,000.00** (the note), the Deed of Trust being recorded in **Volume 2394, Page 190,** Deed Records, **Wise County**, Texas.

WHEREAS, (I) default has occurred in the payment of the Note secured by the Deed of Trust and/or in the performance of the covenants, agreements, and conditions set forth in the Deed of Trust, and (ii) the sums due and payable under the Note and the Deed of Trust are now wholly due and payable, and (iii) owner and holder of the Note, pursuant to the Deed of Trust has requested the undersigned to sell the property and satisfy the note, the proceeds of such sale to be applied in accordance with the provisions of the Deed of Trust; and

WHEREAS, the undersigned **Trustee**, acting upon the request of **KKF Supplemental Trust** by these presents is hereby posting, filing and giving notice of the foreclosure of the Deed of Trust and lien thereof in accordance with §51.002 of the Texas Property Code and the terms and provisions of the Deed of Trust.

NOW, THEREFORE, the undersigned, the Trustee as aforesaid, does hereby give notice that after due publication of this notice as required by law and the Deed of Trust, will sell the Property at Public Venue to the highest bidder, or bidders, for cash, at a time no earlier than **10:00 a.m.** and not later than **1:00 p.m.** on the first Tuesday in **April, 2021** at the **Wise County Courthouse, Decatur, Texas.** The same being **April 6, 2021, At the southeast entrance of the courthouse, 101 N. Trinity, in the City of Decatur, Texas.**

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVIING 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.

In Witness Whereof, this Notice of Trustee's Sale has been executed on **March 3, 2021.**

Emory Russell, Trustee

After Filing Return To:
KKF Supplemental Trust
8659 White Settlement Rd.
Fort Worth, Texas 76108

POSTED
AT 10:23 o'clock a M
MAR 02 2021

SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By Kathy Gyger Deputy

Kathy Gyger

EXHIBIT "A"

Being a 2.000 acre tract of land out of the A.J. Walker Survey, Abstract #861, situated in Wise County, Texas, and being a portion of that certain 350.066 acre tract in the A.J. Walker Survey, Abstract #861 and the M.E.P. & P.R.R. Co. Survey, Abstract #633, as conveyed to JCEF LIMITED, in Volume 538, Page 738, Real Records, Wise County, Texas, and being described by metes and bounds as follows:

BEGINNING at a ½" iron pin set for the southwest corner of the herein described tract and being North 89°20'15" West, 1178.00 feet, North 00°49'41" East 664.48 feet, North 89°10'19" West 1149.50 feet and North 00°49'41" East, 959.58 feet, from the most easterly southeast corner of said 350.066 acre tract;

THENCE North 00°49'41" East, a distance of 159.93 feet, to a ½" iron pin set for the northwest corner of the herein described tract;

THENCE South 89°10'19" East, a distance of 544.75 feet, to a ½" iron pin set in the west right-of-way line of Ridge Trail, a 60' private road, for the northeast corner of the herein described tract;

THENCE South 00°49'41" West, along the said west right-of-way line, a distance of 159.93 feet, to a ½" iron pin set for the southeast corner of the herein described tract;

THENCE North 89°10'19" West, a distance of 544.75 feet, to the POINT OF BEGINNING and containing 2.000 acres of land.

SAID 2.000 ACRE TRACT ALSO BEING KNOWN AS TRACT 68, COYOTE RIDGE, PHASE II-A, AN UNRECORDED SUBDIVISION IN WISE COUNTY, TEXAS.

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

STATE OF TEXAS

COUNTY OF Wise

COPY

KNOW ALL MEN BY THESE PRESENTS

WHEREAS, on **April 29, 2010, Garry Reagan,** as grantor(s) executed a Deed of Trust, conveying to Kristi K. Frazier Special Needs Trust, transferred by Assignment of Lien to **KKF Supplemental Trust**, filed in **Deed Records, Wise County, Texas,** certain real property located in the County of **Wise,** State of Texas, and being more particularly described as **Lots 26 & 27, Cottondale Estates, more specifically described in Exhibit A attached hereto and made a part hereof for all intents and purposes.,** to secure payment of one certain Real Estate Note in the amount of, **$60,000.00** (the note), the Deed of Trust being recorded in Deed Records, **Wise County**, Texas, in **Document Number 2010-57156, Volume 2151, Page 784.** WHEREAS, (I) default has occurred in the payment of the Note secured by the Deed of Trust and/or in the performance of the covenants, agreements, and conditions set forth in the Deed of Trust, and (ii) the sums due and payable under the Note and the Deed of Trust are now wholly due and payable, and (iii) owner and holder of the Note, pursuant to the Deed of Trust has requested the undersigned to sell the property and satisfy the note, the proceeds of such sale to be applied in accordance with the provisions of the Deed of Trust; and

WHEREAS, the undersigned **Substitute Trustee**, acting upon the request of **KKF Supplemental Trust**, by these presents is hereby posting, filing and giving notice of the foreclosure of the Deed of Trust and lien thereof in accordance with §51.002 of the Texas Property Code and the terms and provisions of the Deed of Trust.

NOW, THEREFORE, the undersigned, the **Substitute Trustee** as aforesaid, does hereby give notice that after due publication of this notice as required by law and the Deed of Trust, will sell the Property at Public Venue to the highest bidder, or bidders, for cash, at a time no earlier than **10:00 a.m.** and not later than **1:00 p.m.** on the first Tuesday in April, 2021 at the **Wise County Courthouse, Decatur, Texas.** The same being **April 6, 2021, At the southeast entrance of the Courthouse, 101 N. Trinity, in the City of Decatur, Texas.**

Substitute Trustee does give testimony under oath that to his knowledge, all of the debtors to whom notice was given were living on the date notice of sale was posted.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVIING 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.

In Witness Whereof, this notice of **Substitute Trustee's Sale** has been executed on March 2, 2021.

Emory Russell
Substitute Trustee

After Filing Return To:
KKF Supplemental Trust
8659 White Settlement Rd.
Fort Worth, Texas 76108

POSTED
AT 10:23 o'clock A M
MAR 02 2021
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By Kathy Gyger Deputy

Kathy Gyger

EXHIBIT "A"

Tract 26, Cottondale

Property Description

Being a 5.048 acre tract of land out of Block 73, Lower Matagorda County School Land Survey, Abstract 534, situated in Wise County, Texas, and being a portion of that certain 156.267 acre tract of land in said survey, as conveyed to Audra Frazier, Trustee, in Volume 566, Page 08, Real Records, Wise County, Texas, and being described by metes and bounds as follows:
BEGINNING at a 1/2" iron pin set, for the southeast corner of the herein described tract, and being South 00°35'08" West, 1570.04 feet and North 89°42'18" West, 296.73 feet, from the northeast corner of said Frazier tract;
THENCE North 89°42'18" West, a distance of 279.99 feet, to a 1/2" iron pin set for the southwest corner of the herein described tract;
THENCE North 00°35'08" East, a distance of 785.36 feet, to a 1/2" iron pin set in the south right-of-way line of a proposed 60 foot private road, for the northwest corner of the herein described tract;
THENCE South 89°42'18" East, along the said south right-of-way line, a distance of 279.99 feet, to a 1/2" iron pin set for the northeast corner of the herein described tract;
THENCE South 00°35'08" West, a distance of 785.36 feet, to the POINT OF BEGINNING and containing 5.048 acres of land.

The bearings for this survey are based on the bearings as they appear in Volume 566, Page 08, Real Records, Wise County, Texas.

Tract 27, Cottondale

Property Description

Being a 5.007 acre tract of land out of Block 73, Lower Matagorda County School Land Survey, Abstract 534, situated in Wise County, Texas, and being a portion of that certain 156.267 acre tract of land in said survey, as conveyed to Audra Frazier, Trustee, in Volume 566, Page 08, Real Records, Wise County, Texas, and being described by metes and bounds as follows:
BEGINNING at a 1/2" iron pin set, for the southeast corner of the herein described tract, and being South 00°35'08" West, 1570.04 feet and North 89°42'18" West, 576.73 feet, from the northeast corner of said Frazier tract;
THENCE North 89°42'18" West, a distance of 191.05 feet, to a 1/2" iron pin set, in the east right-of-way line of a proposed 60 foot private road, for the southwest corner of the herein described tract;
THENCE along said east right-of-way line, North 07°24'40" West, a distance of 8.12 feet, to a 1/2" iron pin set for the beginning of a curve to the left, having a radius of 569.02 feet, along said curve to the left, an arc distance of 208.75 feet, to a 1/2" iron pin set for end of said curve and the beginning of a curve to the right, having a radius of 363.25 feet, along said curve to the right, an arc distance of 183.32 feet, to a 1/2" iron pin set for end of said curve and then North 00°35'08" East, a distance of 403.81 feet, to a 1/2" iron pin set in the south right-of-way line of a proposed 60 foot private road, for the northwest corner of the herein described tract;
THENCE South 89°42'18" East, along said south right-of-way line, a distance of 303.56 feet, to a 1/2" iron pin set for the northeast corner of the herein described tract;
THENCE South 00°35'08" West, a distance of 785.36 feet, to the POINT OF BEGINNING and containing 5.007 acres of land.

The bearings for this survey are based on the bearings as they appear in Volume 566, Page 08, Real Records, Wise County, Texas.

A

POSTED
AT 8:25 o'clock A M
JAN 14 2021
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By Sarah Enochs Deputy

Sarah Enochs

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Ramiro Cuevas, Aurora Campos, Jonathan Harrison, Shawn Schiller, Patrick Zwiers, Darla Boettcher, Irene Lindsay, Dana Kamin, Lisa Bruno, Ronda Tyler, Kristopher Holub, Meryl Olsen, Terry Waters, David Stockman, Denise Boerner, Vanessa McHaney
c/o Malcolm Cisneros/Trustee Corps
17100 Gillette Avenue
Irvine, CA 92614
(949) 252-8300

TS No TX07000151-19-1 APN R000502741 TO No 190847344

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on November 16, 2017, RONNIE LEE BREZINA, AN UNMARRIED MAN AND BRANDY ANN WALLEN, AN UNMARRIED WOMAN as Grantor/Borrower, executed and delivered that certain Deed of Trust in favor of BARRY H. ORR as Trustee, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, as nominee for PRIMEWEST MORTGAGE CORPORATION, its successors and assigns, as original Beneficiary, which Deed of Trust secures the payment of that certain Promissory Note of even date therewith in the original amount of $231,553.00, payable to the order of Caliber Home Loans, Inc. as current Beneficiary, which Deed of Trust recorded on November 17, 2017 as Document No. 201712985 in Wise County, Texas. Deed of Trust covers all of the real property described therein, including, but not limited to, all of the following described property, rights and interests (the "Property"), to-wit: **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

APN R000502741

WHEREAS, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed **Ramiro Cuevas, Aurora Campos, Jonathan Harrison, Shawn Schiller, Patrick Zwiers, Darla Boettcher, Irene Lindsay, Dana Kamin, Lisa Bruno, Ronda Tyler, Kristopher Holub, Meryl Olsen, Terry Waters, David Stockman, Denise Boerner, Vanessa McHaney** or either of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust; and

WHEREAS, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and **Caliber Home Loans, Inc.**, the legal holder of such indebtedness and the liens securing same has requested either one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust.

TS No TX07000151-19-1 APN R000502741 TO No 190847344

NOW THEREFORE, NOTICE IS HEREBY GIVEN that on **Tuesday, April 6, 2021** at **01:00 PM**, no later than three (3) hours after such time, being the first Tuesday of such month, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place in Wise County, Texas, at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a Deed of Trust or other contract lien as follows: **Wise County Courthouse, 101 N. Trinity Street, Decatur, TX 76234, or in the area designated by the Commissioner's Court**.

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

NOTICE IS FURTHER GIVEN, that except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust. Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "as is", "where is" condition. Conveyance of the Property shall be made without any representations or warranties whatsoever, expressed or implied. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters and are advised to conduct an independent investigation of the nature and physical condition 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 expressed or implied warranties, except as to the warranted.

WITNESS, my hand this 12 day of January 2021

By: Ramiro Cueva
Substitute Trustee(s)

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.

SALE INFORMATION CAN BE OBTAINED ONLINE AT www.Auction.com
FOR AUTOMATED SALES INFORMATION PLEASE CALL: Auction.com at 800.280.2832

FOR REINSTATEMENT / PAY OFF REQUESTS CONTACT: (949) 252-8300
THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

EXHIBIT "A"

LOT 2R, BLOCK E OF SOUTH MARTIN BRANCH, AN ADDITION TO THE CITY OF DECATUR, WISE COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET D, SLIDE 542, PLAT RECORDS OF WISE COUNTY, TEXAS

COPY

Notice of Trustee's Sale

Date: March 12, 2021

Substitute Trustee: Mac Smith

Substitute Trustee's Address: 120 Palo Pinto Street
Weatherford, Texas 76086

POSTED
AT 11:47 o'clock A M
MAR 12 2021
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By Kim Griffith Deputy
Kim Griffith

Mortgagee: Nita Eustace

Note: Note dated October 28, 2015 in the amount of $135,000.00

Deed of Trust

Date: October 28, 2015

Grantor: KMR Transportation, LLC, a Texas limited liability company

Mortgagee: Nita Eustace

Recording information: Instrument No. 201511036, Real Property Records of Wise County, Texas

Property:

The surface estate only all of Block19, 20, 21 and North half of Block 18, Cox Addition, being an addition to the City of Bridgeport, Wise County, Texas according to the plat recorded in Plat Cabinet A, Section 231, Plat Records, Wise County, Texas

County: Wise

Date of Sale (first Tuesday of month): April 6, 2021

Time of Sale: 10:00 am

Place of Sale: At the Southeast door of the Wise County Courthouse, Decatur, Texas, or at the area which may be subsequently designated by the Commissioner's Court of Wise County, Texas pursuant to Section 51.002 of the Texas Property Code.

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.

Mortgagee has appointed Mac Smith as Trustee under the Deed of Trust. Mortgagee has instructed Trustee to offer the Property for sale toward the satisfaction of the Note.

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 is given that on the Date of Sale, Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "AS IS". THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE FOR THE PERSONAL PROPERTY IN THIS DISPOSITION. The sale will begin at the Time of Sale or not later than three hours thereafter. The sale will be conducted subject to the right of rescission contained in section 51.016 of the Texas Property Code.

Mac Smith
120 Palo Pinto Street
Weatherford, Texas 76086

POSTED
AT 10:30 o'clock a M
MAR 16 2021
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By Kathy Gyger Deputy
Kathy Gyger

Property Address:
W/S FM 730
Boyd, Texas 76023

NOTICE OF SUBSTITUTE TRUSTEE 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.

1. **DATE,TIME AND PLACE OF SALE.**

   Date: April 6, 2021

   Time: The sale will begin at 1:00 p.m. or not later than three hours after that time. Place: THE DOOR OF THE FIRST FLOOR IN THE SOUTHEAST CORNER OF THE WISE COUNTY COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS

2. **TERMS OF SALE.** Cash.

3. **INSTRUMENT TO BE FORECLOSED.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated March 30, 2007 and recorded in Vol. 1798, Pg. 414, Document No. 2007-4617, Official Public Records of Wise County, Texas, with James L. McGilvray, Jr. and Kimpra K. McGilvray as grantor(s) and Legend Bank, N.A. as beneficiary and, mortgagee, as the same has been modified from time to time.

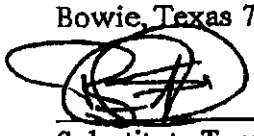
4. **OBLIGATIONS SECURED.** Deed of Trust or Contract Lien executed by James L. McGilvray, Jr. and Kimpra K. McGilvray, securing the payment of the indebtednesses evidenced by (1) that one certain promissory note in the original principal amount of $1,315,400.00, executed by James L. McGilvray, Jr. and Kimpra K. McGilvray and (2) that one certain promissory note in the original principal amount of $1,700,000.00 executed by James L. McGilvray, Jr. and Kimpra K. McGilvray, all as modified and extended by that certain Debt Modification Agreement as modified and extended having a final maturity date of April 15,

2027 and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions, refinancing, and restructurings of the promissory notes and loans evidenced by said notes, including but not limited to that certain restructuring promissory note dated December 15, 2014 evidencing with loan number 16393000 in the original principal amount of $1,000,000.00 and that certain restructuring note dated January 25, 2016 with loan number 16393016in the original principal amount of $2,900,000.00. Legend Bank, N.A. is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. **PROPERTY TO BE SOLD.** The Property to be sold is that certain parcel of Property comprising 105.79 acres, more or less, a part and out of the the lands described in said Deed of Trust attached hereto in Exhibit "B," said 105.79 acre tract being more specifically delineated and described by metes and bounds in Exhibit "B."

6. **MORTGAGE SERVICER INFORMATION.** The Mortgage Servicer is the current mortgagee; whose address is:

Legend Bank, N.A.
101 West Tarrant St.
Bowie, Texas 76230



Substitute Trustee

c/o Barrett Daffin Frappier Turner & Engel, LLP
4004 Beltline Rd., Suite 100
Addison, Texas 75001

EXHIBIT "A"

DEED OF TRUST

Guardian Title Co.
GF: 3007438S

DEED OF TRUST, ASSIGNMENT OF RENTS, AND FIXTURE FILING

STATE OF TEXAS

COUNTY OF WISE

ARTICLE I. GRANT

James L. McGilvray, Jr. and Kimpra K. McGilvray of Wise County, Texas ("Grantor"), in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), the receipt of which is hereby acknowledged, and for the further consideration set forth below, grants to Bruce Bynum, Trustee, of Montague County, Texas, and his substitutes or successors, all of the real estate (the "Property") situated in Wise County, Texas, more particularly described as follows:

These lands located in Wise County, Texas and being more particularly described on Exhibit A attached hereto and made a part hereof.

The Property is granted to the Trustee, and to the Trustee's substitutes or successors forever, together with all improvements and fixtures now on the Property or to be placed on the Property, and all rights, privileges, and appurtenances belonging to the Property. Grantor binds itself and Grantor's heirs, personal representatives, successors, and assigns, to defend the title to the Property, subject, however, to the following (if more than one person signs this Deed of Trust, each person is fully and personally obligated to keep all of the promises made in this Deed of Trust, on a joint and several basis):

ARTICLE II. DEBT

Secured Debt

2.01. This conveyance is made in trust to secure payments of those certain promissory notes as follows: (1) that one certain promissory note in the original principal sum of $1,315,400.00 executed by James L. McGilvray, Jr. and Kimpra K. McGilvray, dated of even date herewith, payable to the order of Legend Bank, N. A., and having a final maturity date of March 30th, 2012; and (2) that one certain promissory note in the original principal sum of $1,700,000.00, executed by James L. McGilvray, Jr. and Kimpra K. McGilvray, dated of even date herewith, payable to the order of Legend Bank, N. A., and having a final maturity date of March 30th, 2008.

This Deed of Trust shall secure, in addition to the above-mentioned note, all funds that may in the future be advanced by Beneficiary to or for the benefit of Grantor, whether under this Deed of Trust or for any other purpose, and all other debt that is now owing or that may become owing by Grantor to Beneficiary, whether the debt is evidenced by note, open account, overdraft, endorsement, surety agreement, guaranty, or otherwise. It is contemplated that Grantor may hereafter become indebted to Beneficiary in further sum or sums.

This Deed of Trust shall also secure all renewals and extensions of any of the debt secured by it.

Beneficiary

2.02. "Beneficiary" means the designated payee of the note described in Paragraph 2.01 above, or any subsequent lawful owner or holder of the note or of any debt secured by this Deed of Trust.

Payment of Debt

2.03. If Grantor performs all of the covenants and agreements contained in this Deed of Trust, and makes all required payments promptly as they become due, then this conveyance shall have no further effect, and shall be released at the expense of Grantor.

ARTICLE III. COVENANTS AND AGREEMENTS OF GRANTOR

Ownership of Property

3.01. Grantor is the lawful fee simple owner of the Property and has the right to convey it. The Property is free from all liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations, or other conditions, except as set forth in Exhibit "B", if any, attached to this Deed of Trust and made a part of it for all purposes.

In addition, this conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any, but only to the extent that they are still in effect relating to the hereinabove property. This conveyance is also subject to all oil, gas and mineral reservations of record, if any, covering the hereinabove described property.

Payment of Taxes

3.02. Grantor shall pay all lawful taxes and assessments on the Property as they become due. [However, Grantor shall have the right to contest any taxes and assessments, and need not comply with this covenant with respect to contested items prior to the time a judgment on those items becomes final].

Maintenance and Repair

3.03. Grantor shall keep the improvements on the Property in good repair and condition, shall not permit or commit any waste on the Property, and shall keep the buildings occupied so as not to impair the insurance carried on them. Grantor shall promptly make all necessary repairs, renewals, and replacements. Grantor will discharge all claims for labor performed and material furnished, and will not allow any mechanic's lien to attach to any part of the Property. Grantor will guard every part of the Property from removal, destruction, and damage, and will not do or permit any act that lessens the value of the Property.

Insurance

3.04. Grantor shall maintain insurance on all improvements now or in the future created on the Property against loss or damage by fire and windstorm, and any other hazard or hazards, as may be reasonably required from time to time by Beneficiary during the term of the debt secured by this Deed of Trust. The insurance shall be for the original amount of the debt secured by this Deed of Trust, or for the full insurable value of the improvements, whichever is less, and shall be in the form and with the insurance company or companies as may be approved by Beneficiary. Grantor shall deliver the insurance policy to Beneficiary with a mortgage indemnity clause as directed by Beneficiary, and shall deliver renewals of the policy to Beneficiary at least thirty (30) days before the expiration of the policy. Any proceeds that Beneficiary may receive under this insurance policy or policies may be applied by Beneficiary, at Beneficiary's discretion, to reduce the debt secured by this Deed of Trust, whether then matured or to mature in the future, and in the manner as Beneficiary may elect, or Beneficiary may permit Grantor to use the proceeds to repair or replace all the improvements damaged or destroyed and covered by the insurance policy or policies.

Payment of Debt

3.05. Grantor will pay all of the debt secured by this Deed of Trust, together with all interest and other charges, when they become due, according to the terms of the note or other instruments evidencing the debt or evidencing any renewal or extension of the debt, or any part of it.

Compliance

3.06. Grantor shall comply with all valid laws, ordinances, and regulations, whether state, federal, county, or municipal, applicable to the Property and its ownership, use, and operation. However, Grantor shall have the right to contest any of the same, and need not comply with this covenant with respect to these contested items prior to the time a judgment on them becomes final and no longer appealable.

ARTICLE IV. DEFAULT

Events of Default

4.01. As used in this Deed of Trust, the term "default" means the occurrence of any of the following events:

(a) The failure of Grantor to pay the debt secured by this Deed of Trust or any part of it, as it becomes due according to the terms of the note or notes that evidence it, or when accelerated pursuant to any power to accelerate, and this failure continues for a period of ten days after notice is given to Grantor.

(b) The failure of Grantor punctually and properly to perform any covenant, agreement, or condition contained in this Deed of Trust (other than those related to payment of debt), if this failure continues for 10 days after written notice is given to Grantor.

(c) The making of an assignment for the benefit of any creditor, or the adjudication of Grantor as a bankrupt or insolvent.

(d). The sale or transfer by Grantor of all or any part of the Property or their interest in it.

(e). The occurrence of a breach, default or event of default under this Deed of Trust and any notes and loan agreements evidencing the debt secured by this Deed of Trust, or any other documents of instruments related to the debt secured by this Deed of Trust.

Effect of Default

4.02. On the occurrence of any event of default, Beneficiary may at its option:

(a) Remedy the default by taking any action necessary to do so, including, without limitation, making any payments on principal, interest, penalties, and attorney's fees with respect to any prior lien debt, payment of insurance premiums, payment of taxes and assessments, or any other action that Beneficiary deems necessary to protect the lien created by this Deed of Trust. Any sums so paid shall bear interest from the dates of the payment at the highest legal rate of interest under applicable law, shall be paid by Grantor on demand, and shall become a part of the debt secured by this Deed of Trust and recoverable as such in all respects; or

(b) Declare all sums secured by this Deed of Trust immediately due without demand or notice.

If, after default, the debt is declared due, the Trustee, or Trustee's successor or substitute as provided below, shall enforce this trust by foreclosing the lien, if requested to do so by Beneficiary. In foreclosing the lien, Trustee shall do the following:

(a) Advertise the time, place, and terms of the sale of the Property for 21 days prior to the day of sale by posting written notices on the courthouse door of each county in which the Property is situated.

(b) File these notices in the office of the county clerk of each county in which the Property is situated at least 21 days prior to the proposed sale date.

(c) Send written notice of the time, place, and terms of the sale of the Property by certified mail to each person obligated to pay the debt secured by this Deed of Trust according to the records of Beneficiary at least 21 days preceding the date of the sale at the most recent address as shown by the records of Beneficiary.

(d) Sell the Property at public auction in accordance with the notice at the courthouse door of the county in which the Property is situated (provided when the Property is situated in more than one county, the Property may be sold at the courthouse door of any one of these counties, and the notices shall designate the county where the Property will be sold), on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m., to the highest bidder for cash, selling all of the Property as an entirety or in such parcels as the Trustee may elect.

(e) Convey title to the Property to the purchaser or purchasers, with general warranty binding Grantor, Grantor's heirs, personal representatives, successors, and assigns.

(f) From the proceeds of the sale, pay in this order:

(i) All the expenses of advertising the sale and making the conveyance, including a commission of five (5%) per cent to the Trustee. This commission shall be due in addition to the attorney's fees provided for in the note.

(ii) To Beneficiary the full amount of principal, interest, attorney's fees, and other charges due and unpaid on the note and all other debt secured hereby.

(iii) The balance of the sales price, if any, to Grantor, Grantor's heirs, personal representatives, successors, and assigns.

The recitals in the conveyance to the purchaser or purchasers shall be full and conclusive evidence of the truth of the matters stated, and all prerequisites to the sale shall be presumed to have been performed. The sale and conveyance shall be conclusive against Grantor, Grantor's heirs, personal representatives, successors, and assigns. Beneficiary may be a purchaser at any such foreclosure sale, and on being the highest bidder, may have the amount for which the Property is sold credited on the debt secured by this Deed of Trust.

Possession of Premises

4.03. In case the lien shall be foreclosed by Trustee's sale or by judicial action, the purchaser at the sale shall receive immediate possession of the Property as an incident to the purchaser's ownership. Grantor agrees that if Grantor or anyone claiming under Grantor shall hold possession of the Property, or any part of it, subsequent to foreclosure, the party or parties holding possession shall be considered as tenants at sufferance of the purchaser at the foreclosure sale.

Remedies

4.04. The rights and remedies expressly conferred by this Article are cumulative of all other rights and remedies conferred by this Deed of Trust, and of those provided by law or in equity. They shall not be deemed to deprive Beneficiary or Trustee of any other legal or equitable rights or remedies, by judicial proceedings or otherwise, appropriate to enforce the conditions, covenants, and terms of this Deed of Trust and of the note. The employment of any remedy, under this Deed of Trust or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

Assignment of Rents

5.01. Beneficiary is assigned, as further security for the debt under this Deed of Trust, all rents issuing or to issue in the future from the Property. Beneficiary and Beneficiary's agents and representatives are authorized, in the event of default in the payment of any debt secured by this Deed of Trust, to collect these rents, or, if the Property is vacant, to rent the Property and to collect the rents, and to apply the collected rents, less the reasonable cost of collection, to the payment of the debt secured by this Deed of Trust, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of these rents by Beneficiary shall not constitute a waiver of Beneficiary's right to accelerate the maturity of the debt, or of Beneficiary's right to proceed with the enforcement of this Deed of Trust.

Unsecured Portion of the Debt

5.02. If any portion of the debt under this Deed of Trust cannot be lawfully secured by it, then the first installment and other payments made under this Deed of Trust shall be applied to the discharge of the unsecured portion of the debt, and payments afterwards shall be applied to the discharge of the secured portion of the debt.

Condemnation

5.03. Beneficiary shall be entitled to receive any sums that become payable to Grantor as a result of condemnation proceedings or the threat of such proceedings, or that become payable to Grantor as damages caused by public works or construction on or near the Property. All these sums are hereby assigned, as further security for the debt under this Deed of Trust, to Beneficiary, who may, after deducting all expenses actually incurred, including attorney's fees, release these sums to Grantor, or apply these sums to the reduction of the debt secured by this Deed of Trust, whether then matured or to mature in the future, in such

manner as Beneficiary may elect. Beneficiary shall not, in any event, be liable for the failure either to collect or to exercise diligence in the collection of any of these sums.

Lawful Rates of Interest

5.04. All agreements between Grantor and Beneficiary are expressly limited so that in no event shall the amount paid, or agreed to be paid, to Beneficiary for the use, forbearance, or detention of the money due under the note secured by this Deed of Trust exceed the maximum amount permissible under applicable law. If, from any circumstances whatsoever, fulfillment of any provision of this Deed of Trust, at the time performance of the provision shall be due, shall involve surpassing the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to that limit. If, from any circumstances, Beneficiary should ever receive as interest an amount that would exceed the highest lawful rate, the amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the note secured by this Deed of Trust and not to the payment of interest.

ARTICLE VI. MISCELLANEOUS

Successor Trustee

6.01. At the option of Beneficiary, with or without any reason, a successor or substitute trustee may be appointed by Beneficiary without any formality other than a designation in writing of a successor or substitute trustee, who shall at that time become vested with and succeed to all the powers and duties given to the Trustee named in this Deed of Trust, the same as if the successor or substitute trustee had been named original Trustee. This right to appoint a successor or substitute trustee shall exist as often as and whenever Beneficiary desires. Beneficiary may act through any authorized officer, or by any agent or attorney-in-fact properly authorized by any such officer.

Notice of Sale by Trustee

6.02. The notice of the time, place, and terms of the sale of the Property by the Trustee required to be given to Grantor pursuant to Paragraph 4.02, above, shall be in writing. This notice shall be served by certified mail, and service of this notice shall be deemed completed on deposit of the notice, enclosed in a postpaid wrapper, properly addressed to Grantor at the address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the U.S. Postal Service. Until changed in accordance with this Deed of Trust, the following address is specified as the most recent address of Grantor as shown by the records of Beneficiary:

Grantor:
James L. McGilvray, Jr. and
Kimpra K. McGilvray
P. O. Box 399
Paradise, Texas

Other Notice

6.03. Whenever any notice or demand, other than the notice of sale by Trustee described in Paragraph 6.02, above, is required or permitted under this Deed of Trust, this notice or demand must be in writing. Any such notice, demand, payment, or document required or permitted to be delivered under this Deed of Trust shall be deemed to be delivered, whether actually received or not, when deposited in the U.S. mail, postage prepaid, addressed to the person who is to receive it at the address that this person has previously specified by written notice delivered in accordance with this Deed of Trust. Until changed in accordance with this Deed of Trust, the following addresses are specified as the addresses for Grantor and Beneficiary for receiving notices, demands, payments, and documents:

Grantor:

James L. McGilvray, Jr. and
Kimpra K. McGilvray
P. O. Box 399
Paradise, Texas

Beneficiary:

Legend Bank, N.A.

P.O. Box 1081

Bowie, Texas 76230

When two or more persons are included within the term "Grantor" or "Beneficiary," all shall jointly arrange among themselves for their joint execution and delivery of a notice to the other, specifying some person at some specific address for the receipt of notices, demands, payments, or documents. All persons included within the terms "Grantor" or "Beneficiary" shall be bound by notices, demands, payments, and documents given in accordance with the provisions of this Paragraph 6.03 to the same extent as if each had received the notice, demand, payment, or document.

Estoppel Certificates

6.04. Beneficiary agrees, at any time and from time to time, on request by Grantor, to deliver to Grantor an estoppel certificate certifying the following:

(a) Beneficiary is the legal and equitable holder of the debt secured by this Deed of Trust;

(b) The unpaid principal balance of the debt;

(c) The date to which interest has been paid on the debt; and

(d) No defaults have occurred that have not been cured or waived under the note, this Deed of Trust, or any agreement evidencing or securing the debt, or, if any defaults have occurred and have not been cured or waived, specifying each such default and certifying that there are no other defaults.

Texas Law to Apply

6.05. This Deed of Trust shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties created under this Deed of Trust are performable in Wise County, Texas.

Parties Bound

6.06. This Deed of Trust shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Deed of Trust.

Legal Construction

6.07. In case any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, this invalidity shall not affect any other provision of it, and this Deed of Trust shall be construed as if the invalid provision had never been contained in it.

Time of Essence

6.08. Time is of the essence in the performance of the obligations of this Deed of Trust.

Gender; Number

6.09. Words of any gender used in this Deed of Trust shall be construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Purposes Clause

6.10 The note hereby secured is given in renewal and extension of the balance left owing on that one certain promissory note in the original principal sum of $1,500,000.00 dated January 30, 2001 executed by James L. McGilvray and Kimpra K. McGilvray, payable to the order of First National Bank of Bowie (now Legend Bank, N.A.), more fully described in and secured by a deed of trust of even date therewith recorded in Volume 1024, Page 373, of the Official Public Records of Wise County, Texas, and by Extension of said Deed

of Trust filed of record in Volume 1643, Page 497, of the Official public Records of Wise County, Texas, upon the herein described real property, which lien is hereby expressly acknowledged by Mortgagor to be a valid and subsisting lien against the property herein described.

It is expressly agreed that said lien is hereby renewed, extended and continued in full force and effect to secure the payment of the note hereby secured.

The note hereby secured also represents additional funds advanced by Legend Bank, N.A. to Grantor at the special instance and request of Grantor, the receipt of which is hereby acknowledged by Grantor.

Fixture Filing

6.11. Some of the items of personal property located on the real estate described herein are goods that are or are to become fixtures related to the real estate described herein and it is intended that, as to those goods, this Deed of Trust shall be effective as a financing statement filed as a fixture filing.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Effective on the 30th day of March, 2007 in Wise County, Texas.

JAMES L. MCGILVRAY, JR.

KIMPRA K. MCGILVRAY

STATE OF TEXAS

COUNTY OF WISE

This instrument was acknowledged before me on the 31st day of March, 2007 by James L. McGilvray, Jr.

JESSICA L. MCEACHERN
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
9-1-2009

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF WISE

This instrument was acknowledged before me on the 1st day of April, 2007 by Kimpra K. McGilvray.

Deborah R. Baber

NOTARY PUBLIC, STATE OF TEXAS

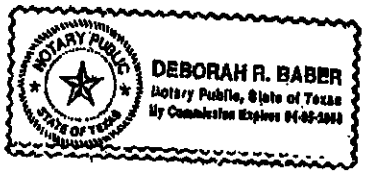


EXHIBIT "A"

TRACT ONE:

Being 620.801 acres of land, more or less, situated in the M.E.P. & P. R.R. Co. Survey, Abstract Number 618, H. Robinson Survey, Abstract Number 713, J.D. Robinson Survey, Abstract Number 960, C.L. Nichols Survey, Abstract Number 661, G.R. McClain Survey, Abstract Number 1469, J. Cheshire Survey, Abstract Number 164, R. Sessums Survey, Abstract Number 965, and Blocks 85, 87, 88, and 108 in the Van Zandt County School Land Survey, Abstract No. 1182, in Wise County, Texas; being more fully described in Five Parcels as follows:

Parcel One:
Being 157.241 acres of land, more or less, situated in the M.E.P. & P. R.R. Co. Survey, Abstract No. 618, H. Robinson Survey, Abstract No. 960, C.L. Nichols Survey, Abstract No. 661, James Cheshire Survey, Abstract No. 164, G.R. McClain Survey, Abstract No. 1469, in Wise County, Texas; being a portion of a parcel called to contain 290.16 acres, more or less, in Deed made by Ed Max et al to F.M. McGilvray et ux, dated June 14, 1985, recorded in Volume 124, Page 574, Real Records of Wise County, Texas; said 290.16 acre parcel being the same property previously called to aggregate "314 acres" in Deed made by Gary Max's Auto Salvage, Inc. to Ed Max, dated September 19, 1978, recorded in Volume 381, Page 873, Deed Records of Wise County, Texas; and said 157.241 acres being more fully described in Four Tracts more fully described as follows:

First Tract: 152.461 acres of land, more or less, out of the M.E.P. & P. R.R. Co. Survey, Abstract No. 618, the Henry Robinson Survey, Abstract No. 713, the J.D. Robinson Survey, Abstract No. 960, the C.L. Nichols Survey, Abstract No. 661 and the James Cheshire Survey, Abstract No. 164, being a portion of a tract originally called to contain 255-1/2 acres; and being all of said 255-1/2 acre tract SAVE AND EXCEPT eight "excepted" tracts, all as more fully described as follows:

BEGINNING at the Northeast corner of the J.D. Robinson 127 acre survey;

THENCE West 350 varas;

THENCE South 609 varas;

THENCE East 77-1/2 varas;

THENCE South 938 varas;

THENCE East 133 varas;

THENCE South 31-1/2 varas to a point in the North Right-of-Way line of the C.R.I. & G. Ry. Co.;

THENCE with the North line of said Right-of-Way South 88° East 530 varas to a point in the West line of the C.L. Nichols Survey;

THENCE North about 550 varas to the Northwest corner of said Nichols Survey and the Northwest corner of Boyd Townsite Co. land;

THENCE in an Easterly direction with the North line of said Boyd Townsite Company land as follows:
East 335-1/2 varas;
South 64° East 504 varas;
South 69.5° East 108 varas;
South 75° East 72 varas;

THENCE South 77° East 492 varas to the Northeast corner of said Boyd Townsite;

THENCE South 150 varas;

THENCE with the Boyd-Decatur Road North 57° East 308 varas;

THENCE North 10° West 273 varas to the center of the West Fork of the Trinity River;

THENCE up said river with it meanderings to a point in the East boundary line of the M.E.P. & P. R.R. Co. Survey 231 varas South from its Northeast corner;

THENCE North 231 varas to the Northeast corner of said Survey;

THENCE West 950 varas to the Northwest corner of same

THENCE North 311 varas pass the Northeast corner of the H. Robinson Survey at 656 varas the most Easterly Northeast corner of the J.D. Robinson Survey;

THENCE West 364 varas to an inner corner of same;

THENCE North 264 varas to the place of beginning, and containing 255-1/2 acres of land, more or less;

SAVE AND EXCEPT eight tracts of land more fully described as follows:

FIRST EXCEPTED TRACT: 10.81 acres of land, more or less, out of the C.L. Nichols Survey, Abstract No. 661, and J. Cheshire Survey, Abstract No. 164, Wise County, Texas; being the same land as previously sold off out of the 255-1/2 acre "FIRST TRACT" (as the same is described above) in deed made by Lloyd Hinkle et ux to Boyd Industries by deed dated September 11, 1978, recorded in Volume 380, Page 459, Deed Records of Wise County, Texas, to which deed is hereby made for more complete description;

SECOND EXCEPTED TRACT: 0.35 acres of land, more or less, out of the James Cheshire Survey, Abstract No. 164, Wise County, Texas; being the same land as previously sold off out of a 255-1/2 acre "FIRST TRACT": (as the same is described above) in deed made by Lloyd Hinkle et ux to Arthur Davis et ux by deed dated September 2, 1970, recorded in Volume 304, Page 54, Deed Records of Wise County, Texas, to which deed reference is hereby made for more complete description;

THIRD EXCEPTED TRACT: 0.12 acres of land, more or less, out of the James Cheshire Survey, Abstract No. 164, Wise County, Texas; being the same land as previously sold off out of the 255-1/2 acre "FIRST TRACT" (as the same is described above) in deed made by Lloyd Hinkle et ux the Arthur Davis et ux by deed dated May 15, 1975, recorded in Volume 347, Page 732, Deed Records of Wise County, Texas, to which deed reference is hereby made for more complete description;

FOURTH EXCEPTED TRACT: 9.04 acres of land, more or less, out of the M.E.P. & P. Survey, Abstract No. 618, Wise County, Texas; being the same land as previously sold off out of the 255-1/2 acre "FIRST TRACT" (as the same is described above) in deed made by Ed Max to H. Wayne Jennings et ux by deed dated December 21, 1981, recorded in Volume 426, Page 680, Deed Records of Wise County, Texas, to which deed reference is hereby made for more complete description;

FIFTH EXCEPTED TRACT: A portion of that certain 14.91 acres of land, more or less, out of the J.B. Robinson Survey, Abstract No. 960, the G.R. McClain Survey, Abstract No. 1468, and the H. Robinson Survey, Abstract No. 713, Wise County, Texas; previously referenced as the "Sixth Excepted Tract" under "Parcel One" in deed made by Ed Max et al to F.M. McGilvray and wife, Onace V. McGilvray dated June 14, 1985, recorded in Volume 124, Page 574, Real Records of Wise County, Texas; being the same land described in deed made by Ed Max to H. Wayne Jennings et ux by deed dated December 21, 1981, recorded in Volume 426, Page 680, Deed Records of Wise County, Texas, to which deed reference is hereby made for more complete description;

SIXTH EXCEPTED TRACT: 17.37 acres of land, more or less, situated in the J.D. Robinson Survey, Abstract No. 960, in Wise County, Texas; being part of a 255-1/2 acre tract described as "Parcel 1", "First Tract" as deeded to F.M. McGilvray and wife, Onace V. McGilvray by deed of record in Volume 124, Page 574, Deed Records of Wise County, Texas; also being the same property described in deed from F.M. McGilvray and wife, Onace V. McGilvray to Donald H. Brown and W. Harlan Brown Trust, dated November 12, 1990, recorded in Volume 383, Page 645, Real Records of Wise County, Texas; said 17.37 acres of land being more particularly described as follows:

BEGINNING at a wood post found for corner at the most Northerly Northwest corner of said Robinson Survey, said 255-1/2 acre tract, being an inward corner of the R. Sessums Survey, Abstract No. 965;

THENCE with an old fence South 00°48'10" East 733.88 feet to a wood post for corner at an inward corner of said Robinson Survey, being the most Southwesterly Southwest corner of said Sessums Survey;

THENCE with an old fence North 89°28'20" East 120.0 feet to a point for corner in the center of the Trinity River;

THENCE with the center of the Trinity River the following calls;
South 11°35'12" East 236.29 feet to a point for corner;
South 33°21'33" West 174.37 feet to a point for corner;
North 51°26'19" West 171.85 feet to a point for corner;
North 06°01'57" West 120.66 feet to a point for corner;
North 25°50'18" West 144.73 feet to a point for corner;
North 48°15'00" West 290.00 feet to a point for corner;
North 70°17'43" West 238.94 feet to a point for corner;
South 48°11'31" West 119.43 feet to a point for corner;
South 12°53'38" East 175.60 feet to a point for corner;
South 22°53'31" West 107.89 feet to a point for corner;
South 86°21'53" West 184.67 feet to a point for corner;
South 33°42'35" West 266.38 feet to a point for corner;

THENCE leaving said River North 1028.98 feet to a wood post for corner on the North line of said Robinson Survey and the South line of the Sessums Survey;

THENCE with said line East 971.33 feet to the Point of Beginning, and containing 17.37 acres of land, more or less;

SEVENTH EXCEPTED TRACT: 49.39 acres of land, more or less, situated in the Henry Robinson Survey, Abstract No. 713, and the M.E.P. & P. R.R. Co. Survey, Abstract No. 618, Wise County, Texas; being part of that certain tract as deeded to F.M. McGilvray and wife, Onace V. McGilvray in Volume 124, Page 574, Real Records of Wise County, Texas; being the same land described in plat and field notes compiled by Tommy T. Edwards, R.P.L.S. No. 1869, dated February 27, 1995; also being the same land described as "TRACT ONE" in deed from F.M. McGilvray and wife, Onace V. McGilvray, to James L. McGilvray, Jr. and wife, Kimpra K. McGilvray, dated March 10, 1995, recorded in Volume 588, Page 142, Real Records of Wise County, Texas; said 49.39 acres being more particularly described as follows:

BEGINNING at a "X" tie post found for corner at the occupied Southwest corner of the M.E.P. & P. R.R. Co. Survey, Abstract No. 618, said point being the occupied Northwest corner of the C.L. Nichols Survey, Abstract No. 661, and being in the East line of the Henry Robinson Survey, Abstract No. 713;

THENCE along a general fence line on the East line of the Robinson Survey and the West line of the Nichols Survey, South 00°16'05" West 1211.53 feet to a nail found for corner;

THENCE with a fence line along the occupied East line of the Robinson Survey and the occupied West line of the Nichols Survey, South 02°58'10" East 95.24 feet to an iron stake for corner at the intersection of the North Right-of-Way of the Chicago Rock Island and Gulf Railroad;

THENCE with the North Right-of-Way of said railroad and along a general fence line, the following calls:
North 79°04'05" West 1442.0 feet;
South 10°55'55" West 50.0 feet;
North 79°04'05" West 398.40 feet to a "X" tie post found for corner;

THENCE leaving said railroad with a fence line, North 00°26'15" East 460.30 feet to a nail set for corner in the center of a gravel road;

THENCE with the center of said gravel road, the following calls:
North 71°29'50" East 222.79 feet to a nail set for corner;
North 55°12'30" East 655.39 feet to a nail set for corner;
North 70°44'40" East crossing the East line of the Robinson Survey and the West line of the M.E.P. & P. R.R. Co. Survey, in all, 1338.81 feet to a nail set for corner;
North 88°24'25" East 164.5 feet to a nail set for corner;
South 75°27'25" East 254.28 feet to a nail set for corner;
South 57°50'30" East 202.0 feet to a nail set for corner;
South 35°40'35" East 102.73 feet to a nail set for corner;

THENCE leaving said gravel road South 53°35'35" East 184.64 feet to an iron post found for corner in the occupied south line of the M.E.P. & P. RR. Co. Survey and the occupied North line of the Nichols Survey;

THENCE with the occupied South line of the M.E.P. & P. RR. Co. Survey and the occupied North line of the Nichols Survey, North 88°50'20" West 990.0 feet to the Point of Beginning, containing 49.39 acres of land, more or less.

EIGHTH EXCEPTED TRACT: 2.049 acres of land, more or less out of the M.E.P. & P. RR. Co. Survey, Abstract No. 618, and the C.L. Nichols Survey, Abstract No. 661, Wise County, Texas; being part of that certain tract described as "Parcel One" "Tract One" as deeded to F.M. McGilvray and wife, Onace V. McGilvray in Volume 124, Page 574, Real Records, Wise County, Texas; being the same property described in deed of even date herewith by and between the same parties hereto, more fully described as follows:

BEGINNING at an iron stake set for corner in a fence line, said point being in the C.L. Nichols Survey, Abstract No. 661, and being located 990.00 feet South 88°50'20" E and

211.67 feet South 64°23'13" East from the occupied Southwest corner of the M.E.P. & P. RR. Co. Survey, Abstract No. 618, said point being the occupied Northwest corner of the C.L. Nichols Survey, Abstract No. 661, and being in the East line of the Henry Robinson Survey, Abstract No. 713;

THENCE along a general fence line, North 23°59'12" West 314.40 feet to an iron stake set for corner;

THENCE South 61°50'30" East 148.73 feet to a post for corner;

THENCE with a fence line, South 19°46'14" West 31.66 feet to a fence post for corner;

THENCE with a fence line, South 61°49'14" East 152.72 feet to a fence post for corner;

THENCE with a fence line, South 22°37'20" West 269.70 feet to a fence post for corner on the South line of a gravel drive;

THENCE with a fence line on the South line of said gravel drive, North 64°23'13" West 309.52 feet to the Point of Beginning, containing 2.049 acres of land, more or less;

LEAVING HEREIN about 152.461 acres of land, more or less, out of said original 255-1/2 acre tract.

SECOND TRACT: 3-1/2 acres of land out of the G.R. McClain Survey, Abstract No. 1469 in Wise County, Texas; being a portion of the 4-1/2 acre tract of land described as "Second Tract" in deed from Ed Max and wife, Catherine Max et al, dated June 14, 1985, recorded in Volume 124, Page 574, Real Records of Wise County, Texas; said 3-1/2 acres being all of said original 4-1/2 acre tract; SAVE AND EXCEPT a portion of a 14.91 acre tract, all as more fully described as follows:

BEGINNING at the Northeast corner of the Henry Robinson Survey and the Northwest corner of the James Cheshire Survey;

THENCE East 70 varas to an inner corner of said James Cheshire Survey;

THENCE North 130 varas pass his Northwest corner, at 345 varas a corner on the West line of the Phillip Barton Survey;

THENCE West 70 varas to the Northeast corner of the J.D. Robinson Survey;

THENCE South 345 varas to the place of beginning, containing 4-1/2 acres of land, more or less.

SAVE AND EXCEPT: A portion of that certain 14.91 acres of land, more or less, out of the J.B. Robinson Survey, Abstract No. 960, the G.R. McClain Survey, Abstract No. 1468, and the H. Robinson Survey, Abstract No. 713, Wise County, Texas; previously

referenced as the "Sixth Excepted Tract" under "Parcel One" in deed made by Ed Max et al to F.M. McGilvray and wife, Onace V. McGilvray dated June 14th, 1985, recorded in Volume 124, Page 574, Real Records of Wise County, Texas; being the same land described in deed made by Ed Max to H. Wayne Jennings et ux by deed dated December 21, 1981, recorded in Volume 426, Page 680, Deed Records of Wise County, Texas, to which deed reference is hereby made for more complete description:

LEAVING HEREIN about 3-1/2 acres of land, more or less, out of said original 4-1/2 acre tract.

The above described First Tract and Second Tract also being a portion of 260 acres of land, more or less, described in Deed made by Bill Milligan to L.M. Clecker, dated December 9, 1950, of record in Volume 180, Page 315, Deed Records of Wise County, Texas.

THIRD TRACT: 1.17 acres of land, more or less, situated in the James Cheshire Survey, Abstract No. 164, in Wise County, Texas; being the same land described as "FOURTH TRACT" in deed from Ed Max and wife, Catherine Max et al, dated June 14, 1985, recorded in Volume 124, Page 574, Real Records of Wise County, Texas; said 1.17 acres being more fully described as follows;

BEGINNING at an iron pin for corner at the Southeast corner of a tract of land in said survey conveyed to Lloyd Hinkle by Boyd Built Feeders, of record in Volume 294, Page 498, of the Deed Records of Wise County, Texas;

THENCE North with the East line of said Boyd Built Feeders tract 206.32 feet to its Northeast corner;

THENCE South 77°48' East 300 feet to an iron pin for corner;

THENCE South 155 feet to an iron pin for corner;

THENCE West 290.0 feet to the place of beginning.

FOURTH TRACT: 0.11 acres of land, more or less, out of the C.L. Nichols Survey, Abstract No. 661 in Wise County, Texas; being the most Western five feet of that certain 8.48 acre tract in the C.L. Nichols and James Cheshire Surveys more particularly described in Mechanic's Lien Contract of record in Volume 17, Page 169, of the Mechanic's Lien Records of Wise County, Texas; and also in a Deed of Trust recorded in Volume 123, Page 445, Deed of Trust Records of Wise County, Texas; and being the same land described as "FIFTH TRACT" in deed from Ed Max and wife, Catherine Max et al, dated June 14, 1985, recorded in Volume 124, Page 574, Real Records of Wise County, Texas; said 0.11 acres being more fully described as follows:

BEGINNING on the Southwest line of said 8.48 acre tract of land, at a fence corner post which is set 5.0 feet South 62°52' East of the most Western Southwest corner of said 8.48 acre tract;

THENCE North 62°52' West along the Southwest line of said 8.48 acre tract a distance of 5.0 feet to an iron pin, the most Western Southwest corner of said 8.48 acre tract;

THENCE North along the West line of said 8.48 acre tract a distance of 1002.0 feet to an iron pin, the Northwest corner of said 8.48 acre tract;

THENCE South 77°48" East along the North line of said 8.48 acre tract a distance of 5.0 feet to a fence corner post;

THENCE South along existing fence line 1004.000 feet to the place of beginning and containing 0.11 acres of land, more or less.

PARCEL TWO:
Being 16.35 acres of land, more or less, situated in the James Cheshire Survey, Abstract No. 164, Wise County, Texas; being the same land described in Deed made by H. Wayne Jennings et ux to Ed Max dated December 21, 1981, recorded in Volume 426, Page 686, Deed Records of Wise County, Texas; being the same land described as "PARCEL FOUR" in deed from Ed Max and wife, Catherine Max et al, dated June 14, 1985, recorded in Volume 124, Page 574, Real Records of Wise County, Texas; being more fully described as follows:

BEGINNING at the Southwest corner of the James Cheshire Survey being the Northwest corner of the M.E.P. & P. RR. Co. Survey, Abstract No. 618;

THENCE with the West line of said Cheshire Survey and the East line of the H. Robinson Survey, Abstract No. 713, North 303.0 feet to the center of the Trinity River;

THENCE with the centerline of the Trinity River the following calls:
South 86°09' East 205.7 feet;
North 41°26' East 306.9 feet;
North 30°55' West 259.4 feet;
North 32°55' East 108.6 feet;
North 73°29' East 102.2 feet;
South 64°28" East 280.6 feet;
South 34°14' East 420.4 feet;
North 44°55' East 66.5 feet;
South 46°05' East 253.8 feet;
North 75°44' East 258.6 feet;
South 23°34' East 242.2 feet; and
South 45°19' East 189.0 feet to the South line of the James Cheshire Survey and the North line of the M.E.P. & P. RR. Co. Survey;

THENCE with the common survey line West 1652.3 feet to the Place of Beginning, and containing 16.35 acres of land, more or less.

PARCEL THREE:
Being 520.73 acres of land, more or less, situated in the J.D. Robinson Survey, Abstract No. 960, the H. Robinson Survey, Abstract No. 713, and all of Block 85 and part of Blocks 87, 88, and 108 Van Zandt County School Land Survey, Abstract No. 1182 in Wise County, Texas, and being all of the same land described in deed made by William F. Bowles et al to Ed Max Auto Salvage, Inc. dated March 21, 1983, recorded in Volume 11, Page 584, Real Records of Wise County, Texas; being the same land described as "PARCEL 5" in deed from Ed Max and wife, Catherine Max et al, dated June 14, 1985, recorded in Volume 124, Page 574, Real Records of Wise County, Texas; and being more fully described as follows:

BEGINNING at a 1-inch iron pipe set at a Northwest corner of Block 85, Van Zandt County School Land Survey;

THENCE North 88°58'20" East with a fence line along the North line of Block 85, 911.2 varas to a 2-inch iron pipe at the Northeast corner of said Block 85;

THENCE South 0°20'50" East with a fence line along the East line of Block 85, 964.0 varas to a 1-inch pipe set at the Southeast corner of said Block 85;

THENCE North 89°09'20" East with a fence line along the North line of Block 87 crossing and re-crossing the West fork of the Trinity River and also crossing the common line between the Van Zandt County School Land Survey, and the J.D. Robinson Survey, in all 1002.1 varas to a 1-inch iron pipe at the Southwest corner of the W.W. Brown tract;

THENCE South 89°11' East with a fence line along the South line of said Brown tract 221.97 varas to the point in the center line of the West fork of the Trinity River;

THENCE South 62°54'36" East along said river, 431.93 varas to a 2-inch iron pipe on the South bank of said river;

THENCE South 1°27' West 212.5 varas to a 1-inch iron pipe in the South line of the J.D. Robinson Survey;

THENCE East with the common line between the J.D. Robinson Survey and the H. Robinson Survey 77.0 varas to a 1-inch iron pipe at the Northwest corner of a 106.5 acre tract conveyed by A.J. Scroggins et ux to G.R. McClain by deed recorded in Vol. Y, P. 384, Deed Records of Wise County, Texas;

THENCE South 0°55' West along the West line of the L.M. Clecker tract, 920.44 varas to a 1-inch iron pipe set on the North Right of Way line of the C.R.I. & G. RR.;

THENCE North 78°36' West with the North right of way line of said railroad, crossing the common line between the H. Robinson Survey and the Van Zandt County School Land Survey 1232.94 varas to the beginning of a curve to the right;

THENCE in a Northwesterly direction along the North right of way of said Railroad with a 3" curve to the right, a distance of 440.7 varas to the end of said curve;

THENCE North 40°55' West with the North right of way line of said Railroad 548.79 varas to the beginning of a curve to the left;

THENCE in a Northwesterly direction along the North right of way line of said Railroad with a 3" curve to the left a distance of 326.22 varas to the end of said curve;

THENCE North 67°24'20" West with the North right of way line of said railroad 253.89 varas to the beginning of a 3" curve to the right;

THENCE in a Northwesterly direction with said curve to the right 63.66 varas to a 1-inch iron pipe at the intersection of the North line of said railroad with the West line of Block 88;

THENCE North 0°17'30" West with the West line of Block 88 passing the Northwest corner of Block 88 and continuing with the West line of Block 85 along a fence line, in all 1035.86 varas to the place of beginning.

PARCEL FOUR:
Being 6.07 acres of land out of the J. D. Robinson Survey, Abstract No. 960 and the R. Sessums Survey, Abstract No. 965, Wise County, Texas; being the same land described in deed from Donald H. Brown et ux to Fred M. McGilvray et ux, dated November 12, 1990, Real Records of Wise County, Texas, being more fully described in two Tracts as follows:

FIRST TRACT: 1.90 acres of land out of the J.D. Robinson Survey, Abstract No. 960 in Wise County, Texas, and being part of a 27.27 acre tract deeded to W.W. Brown by deed of record in Vol. 87, P. 239, Deed Records of Wise County, Texas; said 1.90 acres being more fully described as follows:

BEGINNING at a point for corner in the center of the Trinity River on the West line of said Robinson Survey and the East line of the Van Zandt County School Land Survey, Abstract No. 1182, said point being South 458.73 feet from the Southwest corner of said Robinson Survey and said 27.27 acre tract;

THENCE with the center of the Trinity River the following calls:
South 57°41'50" East 128.38 feet to a point for corner;
South 48°10'31" East 199.44 feet to a point for corner;
South 80°50'07" East 69.47 feet to a point for corner;
North 61°24'53" East 171.40 feet to a point for corner;
South 89°47'32" East 118.744 feet to a point for corner;
South 30°14'51" East 95.10 feet to a point for corner;
South 04°27'21" West 51.02 feet to a point for corner;

THENCE leaving said River and with a fence, South 89°51'20" West 638.90 feet to a "X" tie post for corner on the West line of said Robinson Survey;

THENCE with a fence and said line North 265.71 feet to the Point of Beginning, and containing 1.90 acres of land, more or less.

SECOND TRACT: 4.17 acres of land out of the R. Sessums Survey, Abstract No. 965 in Wise County, Texas, and being part of a 141 acre tract deeded to W. W. Brown by deed of record in Vol. 65, P. 419, Deed Records of Wise County, Texas; said 4.17 acres of land being more particularly described as follows:

BEGINNING at a point for corner in the center of the Trinity River on the South line of said Sessums Survey, said point being North 89°28'20" East 120.0 feet from the most Southerly Southwest corner of said Sessums Survey and an inward corner of the J. D. Robinson Survey, Abstract No. 960;

THENCE with the center of the Trinity River the following calls:
North 97°35'02" West 166.11 feet to a point for corner;
South 85°17'53" East 102.57 feet to a point for corner;
North 52°01'40" East 154.98 feet to a point for corner;
North 25°32'52" West 152.62 feet to a point for corner;
North 19°20'07" East 56.40 feet to a point for corner;
North 82°26'19" East 85.90 feet to a point for corner;
South 64°58'37" East 143.47 feet to a point for corner;
South 40°00'49" East 504.81 feet to a point for corner on the South line of said Sessums Survey;

THENCE with said line South 89°28'20" West 694.30 feet to the Point of Beginning, and containing 4.17 acres of land, more or less.

PARCEL FIVE:
About 71.02 acres of land, more or less, situated in the C.L. Nichols Survey, Abstract No. 661, in Wise County, Texas; being a part of 834.324 acres as described in a deed from Ed Max et ux et al to F.M. McGilvray et ux, dated June 14, 1985, recorded in Volume 124, Page 574, Real Records of Wise County, Texas; and being about 64.11 acres out of "Parcel 1" as described in said 1985 Deed (being all of the 66.10-acre "Third Tract" as described therein, SAVE AND EXCEPT the 2.09-acre "Fourth Excepted Tract" as described and referenced there), together with the 6.91-acre "Parcel 3" as described in said 1985 Deed, said 71.02 acres, together with a roadway access easement, being more fully described as follows:

TRACT ONE: 64.11 acres of land, more or less, situated in the C.L. Nichols Survey, Abstract No. 661, in Wise County, Texas; being a part of 834.324 acres as described in Deed made by Ed Max et ux et al to F.M. McGilvray et ux, dated June 14, 1985, recorded in Vol. 124, P. 574, Real Records of Wise County, Texas; and being all of the 66.10-acre "Third Tract" as described in said 1985 Deed, SAVE AND EXCEPT the 2.09-acre "Fourth Excepted Tract" as described and referenced therein, said 64.11 acres being more fully described as follows:

BEGINNING at a point 908 feet North of the Southwest corner of the James Cheshire Survey, Abstract No. 164, in Wise County, Texas;

THENCE West variation 8° along a fence 2640 feet, said fence being the line between McClain and Smith;

THENCE North 1320 feet to a stump and stone;

THENCE East 932 feet to a stump 50 feet from the DP & SE Ry;

THENCE South 64° East 1400 feet to a point 50 feet from center of the DP & SE Ry;

THENCE South 67°30' East 300 feet along the South boundary line of said road;

THENCE South 74° East 200 feet along said boundary to the Northwest corner of a tract out of the James Cheshire Survey, Abstract No. 164, conveyed by deed made by G. R. McClain et ux to J.M. Knox, dated March 21, 1893;

THENCE South 527 feet to the Place of Beginning, containing 66.2 acres of land, more or less; SAVE AND EXCEPT 2.09 acres of land, more or less, being the same land as previously sold off out of the above said 66.2 acres in Deed made by Lloyd Hinkle et ux to Boyd Industries, Inc. dated April 25, 1968 recorded in Vol. 294, P. 491, Deed Records of Wise County, Texas; and LEAVING HEREIN 64.11 acres of land, more or less.

TRACT TWO: 6.91 acres of land, more or less, situated in the C.L. Nichols Survey, Abstract No. 661, in Wise County, Texas; being a part of 834.324 acres as described in Deed made by Ed Max et ux et al to F.M. McGilvray et ux dated June 14, 1985, recorded in Vol. 124, P. 574, Real Records of Wise County, Texas; and being all of the 6.91-acre "Parcel 3" as described in said 1985 Deed; and being also the same land described in Quitclaim Deed made by William M. Gibbons, Trustee of Chicago Rock Island and Pacific Railroad Company, to Ed Max, dated March 26, 1982, recorded in Vol. 428, P. 827, Deed Records of Wise County, Texas; said 6.91 acres being more fully described as follows:

COMMENCING at a point 1475 feet, more or less, South (along the Western line) from the Northwest corner of the C.L. Nichols Survey, Abstract No. 661, for Point of Beginning;

THENCE South 81°30' East, more or less, 2040 feet, more or less;

THENCE Southwest for 150 feet, more or less, to a point 62 feet West, more or less, and 175 feet, more or less, North of the Northeast corner of Lot 1, Block 35 in the said C.L. Nichols Survey;

THENCE North 77°30' West, more or less, 1985 feet, more or less, to a point on the Western line of the C.L. Nichols Survey, 150 feet, more or less, South of the Point of Beginning;

THENCE North 150 feet, more or less, along the West line of the said C.L. Nichols Survey, to the Point of Beginning, containing 6.91 acres, more or less.

TRACT THREE: A non-exclusive roadway easement for access to and from the 64.11-acre "Tract One" as described above, for use by the herein named Grantees in common with other adjoining landowners along the course and distance of said roadway; said easement being over and along an existing 20 foot gravel roadway within the 834.324 acres described in Deed made by Ed Max et ux et al to F.M. McGilvray et ux, dated June 14, 1985, recorded in Vol. 124, P. 574, Real Records of Wise County, Texas; said easement hereby granted being over and along that portion of said roadway situated within the James Cheshire Survey, Abstract No. 164, and the C.L. Nichols Survey, Abstract No. 661; and said easement hereby granted following the course of said existing gravel roadway from its place of beginning in the West line of State F.M. Highway No. 730, along the Southern portion of the East boundary line of said 834.324 acres, and running in a generally Northwesterly direction to the Northeast corner of the above-described 64.11-acre "Tract One" herein, and continuing in a generally Northwesterly direction along a portion of the North boundary line of said 64.11 acre "Tract One" to a point in the South boundary line of the MEP & P RR Co. Survey, Abstract No. 618, and the North line of the said C.L. Nichols Survey, Abstract No. 661; the distance covered by this easement being about 0.6 miles.

SAVE AND EXCEPT FROM THE ABOVE DESCRIBED FIVE PARCELS OF LAND:

Being all those certain tracts or parcels of land out of Blocks 85 and 88, VAN ZANDT COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 1182 and the C.L. NICHOLS SURVEY, ABSTRACT No. 661, Wise County, Texas, being part of that certain tract as deeded to F.M. McGilvray and wife, Onace V. McGilvray in Volume 124, Page 574, Real Records, Wise County, Texas, described to wit:

TRACT 1: 198.000 acre tract

BEGINNING at a post found for corner at the northwest corner of Block 85, Van Zandt Count School Land Survey, Abstract No. 1182, said point being the northeast corner of Block 84;

THENCE with a fence line on the north line of Block 85, North 88°47'23" East 2394.22 feet to an iron stake set for corner;

THENCE South 00°33'39" East, passing the south line of Block 85 and the north line of Block 88, in all, 4763.54 feet to an iron stake set for corner in the north right of way of the C.R.I. & G. R.R.;

THENCE with the north right of way of the C.R.I. & G. R.R., the following calls:

North 41°09'22" West 1355.36 feet to an iron stake set at the beginning of a curve to the left or northwest with a radius of 1723.48 feet;
With said curve to the left or northwest with a radius of 1723.48 feet a length of 808.73 feet to an iron stake set for corner at the end of said curve;
North 68°02'30" West 626.39 feet to an iron stake set for corner at the beginning of a curve to the right;
With said curve to the right with a chord of North 65°18'01" West 318.34 feet to an iron stake set for corner in the West line of Block 88 and the East line of Block 89;

THENCE leaving said railroad and with a fence line, North 00°30'01" West, passing the Northwest corner of Block 88 and the Southwest corner of Block 85, in all, 2860.92 feet to the Point of Beginning, containing 198.000 acres of land, more or less.

TRACT 2: 2.000 acre tract

BEGINNING at a post found for corner in the C.L. Nichols Survey, Abstract No. 661, said point being located 917.58 feet South 00°34'23" West and 438.79 feet South 89°25'37" East from the northwest corner of said Nichols Survey;

THENCE with a fence line, North 74°58'56" East 265.83 feet to a post found for corner;

THENCE with a fence line part of the way, South 15°33'07" East 328.56 feet to an iron stake set for corner;

THENCE South 74°58'56" West 264.90 feet to an iron stake set for corner;

THENCE North 15°42'52" West, passing a fence post and with a fence line, 328.57 feet to the Point of Beginning, containing 2.000 acre of land more or less.

TRACT TWO:

49.39 acres of land, more or less, situated in the Henry Robinson Survey, Abstract No. 713, and the M.E.P. & P. R.R. Co. Survey, Abstract No. 618, Wise County, Texas; being part of that certain tract as deeded to F.M. McGilvray and wife, Onace V. McGilvray in Volume 124, Page 574, Real Records of Wise County, Texas; being the same land described in plat and field notes compiled by Tommy T. Edwards, R.P.L.S. No. 1869, dated February 27, 1995; also being the same land described as "TRACT ONE" in deed from F.M. McGilvray and wife, Onace V. McGilvray, to James L. McGilvray, Jr. and wife, Kimpra K. McGilvray, dated March 10, 1995, recorded in Volume 588, Page 142, Real Records of Wise County, Texas; said 49.39 acres being more particularly described as follows:

BEGINNING at a "X" tie post found for corner at the occupied Southwest corner of the M.E.P. & P. R.R. Co. Survey, Abstract No. 618, said point being the occupied Northwest corner of the

C.L. Nichols Survey, Abstract No. 661, and being in the East line of the Henry Robinson Survey, Abstract No. 713;

THENCE along a general fence line on the East line of the Robinson Survey and the West line of the Nichols Survey, South 00°16'05" West 1211.53 feet to a nail found for corner;

THENCE with a fence line along the occupied East line of the Robinson Survey and the occupied West line of the Nichols Survey, South 02°58'10" East 95.24 feet to an iron stake for corner at the intersection of the North Right-of-Way of the Chicago Rock Island and Gulf Railroad;

THENCE with the North Right-of-Way of said railroad and along a general fence line, the following calls:
North 79°04'05" West 1442.0 feet;
South 10°55'55" West 50.0 feet;
North 79°04'05" West 398.40 feet to a "X" tie post found for corner;

THENCE leaving said railroad with a fence line, North 00°26'15" East 460.30 feet to a nail set for corner in the center of a gravel road;

THENCE with the center of said gravel road, the following calls:
North 71°29'50" East 222.79 feet to a nail set for corner;
North 55°12'30" East 655.39 feet to a nail set for corner;
North 70°44'40" East crossing the East line of the Robinson Survey and the West line of the M.E.P. & P. R.R. Co. Survey, in all, 1338.81 feet to a nail set for corner;
North 88°24'25" East 164.5 feet to a nail set for corner;
South 75°27'25" East 254.28 feet to a nail set for corner;
South 57°50'30" East 202.0 feet to a nail set for corner;
South 35°40'35" East 102.73 feet to a nail set for corner;

THENCE leaving said gravel road South 53°35'35" East 184.64 feet to an iron post found for corner in the occupied south line of the M.E.P. & P. RR. Co. Survey and the occupied North line of the Nichols Survey;

THENCE with the occupied South line of the M.E.P. & P. RR. Co. Survey and the occupied North line of the Nichols Survey, North 88°50'20" West 990.0 feet to the Point of Beginning, containing 49.39 acres of land, more or less.

TRACT THREE:

Being all those certain tracts or parcels of land out of Blocks 85 and 88, VAN ZANDT COUNTY SCHOOL LAND SURVEY, ABSTRACT No. 1182 and the C.L. NICHOLS SURVEY, ABSTRACT No. 661, Wise County, Texas, being part of that certain tract as deeded to F.M. McGilvray and wife, Onace V. McGilvray in Volume 124, Page 574, Real Records, Wise County, Texas, described to wit:

TRACT 1: 198.000 acre tract

BEGINNING at a post found for corner at the northwest corner of Block 85, Van Zandt Count School Land Survey, Abstract No. 1182, said point being the northeast corner of Block 84;

THENCE with a fence line on the north line of Block 85, North 88°47'23" East 2394.22 feet to an iron stake set for corner;

THENCE South 00°33'39" East, passing the south line of Block 85 and the north line of Block 88, in all, 4763.54 feet to an iron stake set for corner in the north right of way of the C.R.I. & G. R.R.;

THENCE with the north right of way of the C.R.I. & G. R.R., the following calls:
North 41°09'22" West 1355.36 feet to an iron stake set at the beginning of a curve to the left or northwest with a radius of 1723.48 feet;
With said curve to the left or northwest with a radius of 1723.48 feet a length of 808.73 feet to an iron stake set for corner at the end of said curve;
North 68°02'30" West 626.39 feet to an iron stake set for corner at the beginning of a curve to the right;
With said curve to the right with a chord of North 65°18'01" West 318.34 feet to an iron stake set for corner in the West line of Block 88 and the East line of Block 89;

THENCE leaving said railroad and with a fence line, North 00°30'01" West, passing the Northwest corner of Block 88 and the Southwest corner of Block 85, in all, 2860.92 feet to the Point of Beginning, containing 198.000 acres of land, more or less.

TRACT 2: 2.000 acre tract

BEGINNING at a post found for corner in the C.L. Nichols Survey, Abstract No. 661, said point being located 917.58 feet South 00°34'23" West and 438.79 feet South 89°25'37" East from the northwest corner of said Nichols Survey;

THENCE with a fence line, North 74°58'56" East 265.83 feet to a post found for corner;

THENCE with a fence line part of the way, South 15°33'07" East 328.56 feet to an iron stake set for corner;

THENCE South 74°58'56" West 264.90 feet to an iron stake set for corner;

THENCE North 15°42'52" West, passing a fence post and with a fence line, 328.57 feet to the Point of Beginning, containing 2.000 acre of land more or less.

EXHIBIT "B"

a) City of Boyd zoning ordinances, if any, insofar as same may affect subject property.

b) Electric line easement from Lloyd Hinkle et ux to Texas Power & Light Co., dated July 17, 1970, recorded in Volume 305, Page 276, Deed Records of Wise County, Texas. (as to Parcel 1 & 5)

c) Pipeline easement from Lloyd Hinle et ux to Lone Star Gas Co., dated May 8, 1968, recorded in Volume 289, Page 433, Deed Records of Wise County, Texas. (as to Parcel 1 & 5)

d) Underground cable easement from Lloyd Hinkle et ux to Southwestern Bell Telephone Co., dated May 23, 1975, recorded in Volume 348, Page 779, Deed Records of Wise County, Texas. (as to Parcel 1 & 5)

e) Electric line easement from L.N. Cleckler to Texas Power & Light Co., dated March 26, 1952, recorded in Volume 187, Page 395 and 385, Deed Records of Wise County, Texas. (as to Parcel 1 & 5)

f) Pipeline easement from L.N. Clecker to Lone Star Gas Co., dated April 21, 1960, recorded in Volume 235, Page 53, Deed Records of Wise County, Texas. (as to Parcel 1 & 5)

g) Pipeline easement from L.N. Clecker to Lone Star Gas Co., dated October 5, 1960, recorded in Volume 236, Page 526, Deed Records of Wise County, Texas. (as to Parcel 1 & 5)

h) Highway right of way from L.N. Clecker to the State of Texas, dated February 27, 1954, recorded in Volume 194, Page 504, Deed Records of Wise County, Texas. (as to Parcel 1 & 5)

i) Electric line easement from Mrs. S. D. McCluney to Texas Power & Light Co., dated March 27, 1952, recorded in Volume 187, Page 401, Deed Records of Wise County, Texas. (as to Parcel 1 & 5)

j) Electric line easement from Willis (Bill) Fortenberry to Texas Power & Light Co., dated January 4, 1967, recorded in Volume 279, Page 109, Deed Records of Wise County, Texas. (as to Parcel 1 & 5)

k) Oil, Gas, and Mineral Lease dated January 7, 1948, between Bill Milligan, as lessor, and K.L. Buckner, Jr., as lessee, recorded in Volume 51, Page 586, Lease Records of Wise County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid document. (as to Parcel 1 & 5)

l) Oil, Gas, and Mineral Lease dated July 16, 1952, between L.N. Clecker et ux, as lessor, and H.B. Reid et al, as lessee, recorded in Volume 70, Page 301, Lease Records of Wise County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid document. (as to Parcel 1 & 5)

m) Oil, Gas, and Mineral Lease dated October 3, 1960, between L.N. Clecker et ux, as lessor, and Christie, Mitchell and Mitchell Co., as lessee, recorded in Volume 139, Page 74, Lease Records of Wise County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid document. (as to Parcel 1 & 5)

n) Oil, Gas, and Mineral Lease dated July 16, 1952, between Mrs. S.C. McCluney, as lessor, and H.N. Reid, as lessee, recorded in Volume 70, Page 303, Lease Records of Wise County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid document. (as to Parcel 1 & 5)

o) Oil, Gas, and Mineral Lease dated February 5, 1954, between Anna L. McCluney, as lessor, and Christie, Mitchell & Mitchell Co., as lessee, recorded in Volume 77, Page 567, Lease Records of Wise County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid document. (as to Parcel 1 & 5)

p) Oil, Gas, and Mineral Lease dated March 20, 1964, between Hugh McCluney et al, as lessor, and Coke L. Gage, as lessee, recorded in Volume 149, Page 320, Leae Records of Wise County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid document. (as to Parcel 1 & 5)

q) Oil, Gas, and Mineral Lease dated October 18, 1966, between Hugh McCluney et al, as lessor, and M & M Properties, Inc., as lessee, recorded in Volume 171, Page 127, Lease Records of Wise County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid document. (as to Parcel 1 & 5)

r) Oil, Gas, and Mineral Lease dated March 12, 1964, between Bill Fortenberry et ux, as lessor, and Coke L. Gage, as lessee, recorded in Volume 149, Page 73, Lease Records of Wise County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid document. (as to Parcel 1 & 5)

s) Memorandum of Lease dated April 8, 1994 from James L. McGilvray to Stuart H. Herigodt recorded in Volume 690, Page 594, Lease Records, Wise County, Texas. (as to Parcels 1 & 5)

t) Undivided interest of the royalty for 20 years on, in and under said land or any part thereof, as conveyed by Bill Milligan in deed to C.A. Montgomery under deed dated October 23, 1948, and recorded in Volume 171, Page 203, Deed Records of Wise County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid document. (as to Parcel 1 & 5)

u) Undivided interest of the oil, gas and other minerals, on, in and under said land or any part thereof, together with the royalties, bonuses and rentals, as reserved by Bill Milligan for 20 years in deed to L.N. Clecker, dated December 9, 1950, recorded in Volume 180, Page 315, Deed Records, Wise County, Texas, together with all rights, express or implied, in and to the property covered by this policy not arising

v) Pipeline easement from Albert Pavillard to Natural Gas Pipeline Co. of America, dated February 27, 1965, recorded in Volume 255, Page 122, Ded Records of Wise County, Texas. (as to Parcel 2)

w) Electric line easement from Albert Pavallard to Texas Power & Light Co., dated July 17, 1970, recorded in Volume 305, Page 274, Deed Records of Wise County, Texas. (as to Parcel 2)

x) Electric line easement from D.T. Bowles to Texas Power & Light Co., dated May 11, 1949, recorded in Volume 173, Page 187, Deed Records of Wise County, Texas. (as to Parcel 3)

y) Pipeline easement from D.T. Bowles to Natural Gas Pipeline Co. of America, dated August 11, 1958, recorded in Volume 221, Page 35, Deed Records of Wise County, Texas. (as to Parcel 3)

z) Conservation easement from D.T. Bowles to Wise County Water Control and Improvement District No. 1, dated August 23, 1969, recorded in Volume 296, Page 498, Deed Records of Wise County, Texas. (as to Parcel 3)

aa) Oil, Gas, and Mineral Lease dated April 27, 1953, between D.T. Bowles et ux, as lessor, and Miles Production Co., et al, as lessee, recorded in Volume 73, Page 267, Lease Records of Wise County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid document. (as to Parcel 3)

bb) Electric transmission line easement from W.W. Brown to Texas Power & Light Co., dated October 11, 1945, recorded in Volume 160, Page 258, Deed Records of Wise County, Texas. (as to Parcel 4)

cc) Electric transmission line easement from W.W. Brown et ux to Texas Power & Light Co., dated May 11, 1949, recorded in Volume 173, Page 185, Deed Records of Wise County, Texas. (as to Parcel 4)

dd) Pipeline easement from W.W. Brown et ux to Natural Gas Pipeline Company of America, dated May 18, 1964, recorded in Volume 259, Page 285, Deed Records of Wise County, Texas. (as to Parcel 4)

ee) Oil, Gas, and Mineral Lease dated August 30, 1952, between W.W. Brown et ux, as lessor, and Pavillard & Reid, as lessee, recorded in Volume 70, Page 347, Lease Records of Wise County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid document. (as to Parcel 4)

ff) Oil, Gas, and Mineral Lease dated October 25, 1957, between W.W. Brown et ux, as lessor, and Christie Mitchell and Mitchell Co., as lessee, recorded in Volume 102, Page 395, Lease Records of Wise County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid document. (as to Parcel 4)

gg) Easements for the maintenance, operation and use of all existing driveways, road, conduits, sewers, water mains, gas lines, electric power lines, communication lines, wires and other utilities; and for maintenance, repar, use, operation and removal of track and appurtenances exiting upon or across subject premises, and to construct, repair, maintain, renew, use, operate and remove any additional tracks and appurtenances; and utility and energy transmission line easement; all as reserved to grantor in deed made by Wm. A. Gibbons, Trustee for Chicago Rock Island & Pacific Railroad Co., to Ed Max, dated March 26, 1982, recorded in Volume 428, Page 827, Deed Records, Wise County, Texas. (as to Parcel 5)

hh) 50 acres mineral interest in and to the oil, gas and other minerals on in and under said land or any part thereof, together with the royalties, bonuses, and rentals, as conveyed by L.N. Clecker for 20 years in deed to Sam Billingsley, Trustee dated July 6, 1954 and recorded in Volume 195, Page 285, Deed Records, Wise County, Texas; together with all rights, express or implied, in and to the property covered by this policy arising out of or connected with said interest. Title to said interest not checked subsequent to date of aforesaid instrument. (as to Parcel 5)

ii) All of the oil, gas and other minerals on, in and under said land or any part thereof, together with the royalties, bonuses and rentals, as reserved by Lloyd Hinkle et ux for 20 years in deed to Gary Max Auto Salvage, Inc., dated September 15, 1978, recorded in Volume 381, Page 771, Deed Records, Wise County, Texas, together with all rights, express or implied, in and to the property covered by this policy arising out of or connected with said interest. Title to said interest not checked subsequent to date of aforesaid instrument. (as to Parcel 5)

jj) Right of Way from F.M. McGilvray and Onace V. McGilvray to Natural Gas Pipeline Company of America, dated July 22, 1985, recorded in Volume 130, Page 350, Real Records of Wise County, Texas.

kk) Easement for road and right of way from F.M. McGilvray and Onace V. McGilvray to Mitchell Energy Corporation, dated November 5, 1985, recorded in Volume 148, Page 216, Real Records of Wise County, Texas.

ll) Right of Way from F.M. McGilvray and Onace V. McGilvray to Natural Gas Pipeline Company of America, dated February 4, 1986, recorded in Volume 182, Page 171, Real Records of Wise County, Texas.

mm) Right of Way from F.M. McGilvray and Onace V. McGilvray to City of Boyd, dated July 16, 1986, recorded in Volume 186, Page 562, Real Records of Wise County, Texas.

nn) Right of Way from James L. McGilvray and wife, Kimpra K. McGilvray to Mitchell Energy Co., dated February 26, 1996, recorded in Volume 642, Page 95, Real Records of Wise County, Texas.

oo) Right of Way from James L. McGilvray, Jr. and Kimpra K. McGilvray to Devon Gas Services, LP, dated March 20, 2003, recorded in Volume 1280, Page 572, Official Records of Wise County, Texas.

pp) Right of Way from F.M. McGilvray and Grace V. McGilvray to Mitchell Energy Company, dated February 26, 1996, recorded in Volume 642, Page 93, Real Records of Wise County, Texas.

qq) Undivided interest in and to all oil, gas, and other minerals, in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by F.M. McGilvray and Onace V. McGilvray to James L. McGilvray, Jr. and Kimpra K. McGilvray under deed dated November 16, 1995, and recorded in Volume 626, Page 474, Real Records of Wise County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid document. (as to Tract 1)

rr) Undivided interest in and to all oil, gas, and other minerals, in, on, under or that may be produced from the herein described property, together with all rights relating thereto, express or implied, conveyed by F.M. McGilvray and Onace V. McGilvray to James L. McGilvray, Jr. and Kimpra K. McGilvray under deed dated March 10, 1995, and recorded in Volume 588, Page 142, Real Records of Wise County, Texas. Title to said interest has not been investigated subsequent to date of aforesaid document. (as to Tract 2)

EXHIBIT "B"

DESCRIPTION OF PARCEL TO BE SOLD

Being 105.079 acres of land, more or less, out of the Henry Robinson Survey, Abstract No. 713, the C.L Nichols Survey, Abstract No. 661, and the M.E.P. & P.R.R. Co. Survey, Abstract No. 618, Wise County, Texas, being of certain tract of land as deeded to James L. McGilvray and wife, Kimpra K. McGilvray in Volume 626, Page 474, Real Records, Wise County, Texas, said 100.00 acres of land being more particularly described by metes and bounds as follows, to wit:

BEGINNING at an iron stake found for a corner of that certain tract of land as deeded to James L. McGilvray and wife, Kimpra K. McGilvray in Volume 626, Page 474, Real Records, Wise County, Texas and a corner of the tract herein described, being further located 96.24 feet South 03° 18' 09" East and 1209.97 feet South 00° 03' 11" East from the northwest corner of the C.L. Nichols Survey, Abstract No. 661 and the southwest corner of the M.E.P. & P.R.R. Co. Survey, Abstract No. 618 and the east line of the Henry Robinson Survey, Abstract No. 713, Wise County, Texas, being in the north right of way of the C.R.I. & G. R.R.;

THENCE with the south line of the tract herein described and the south line of said McGilvray tract, North 79° 21' 04" West 1163.83 feet to a point for the southwest corner of the tract herein described;

THENCE with a fence on the west line of the tract herein described, North 07° 09' 03" East 31.17 feet to a metal post for corner;

THENCE continuing with the west line of the tract herein described and with a fence line, North 00° 01' 47" East, at 852.17 feet to a metal post, in all, 925.32 feet to a point for the northwest corner of the tract herein described;

THENCE with a fence on the north line of the tract herein described the following calls:

North 54° 01' 48" East 77.17 feet to a metal post;

North 70° 44' 03" East 450.73 feet to a metal post;

North 70° 20' 06" East passing the east line of the Henry Robinson Survey and the west line of the M.E.P. & P.R.R. Co. Survey, in all, 887.57 feet to a metal post;

North 89° 03' 03" East 180.14 feet to a metal post;

South 74° 34' 06" East 274.68 feet to a metal post;

South 59° 45' 37" East 182.32 feet to a metal post;

South 58° 18' 45" East 112.81 feet to the north corner of barn;

South 22° 31' 53" West 49.97 feet to the west corner of said barn;

South 59° 06' 56" East 155.69 feet to a metal post in the south line of the M.E.P. & P.R.R.

South 65° 03' 38" East passing the south line of the M.E.P. & P.R.R. Co. Survey and the north line of the C.L. Nichols Survey, in all, 208.91 feet to a metal post;

North 23° 48' 08" East passing the north line of the C.L. Nichols Survey and the south line of the M.E.P. & P.R.R. Co. Survey, in all, 147.99 feet to a metal post;

North 57° 00' 39" East 152.03 feet to the west corner of barn;

South 59° 57' 12" East 226.08 feet to the south corner of barn;

North 26° 01' 57" East 11.36 feet to a point;

South 59° 13' 02" East 19.54 feet to a metal post;

South 82° 16' 06" East 18.88 feet to a metal post;

South 65° 30' 31" East 82.75 feet to a metal post;

South 08° 38' 28" West crossing the south line of the M.E.P. & P.R.R. Co Survey and the north line of the C.L. Nichols Survey, in all, 180.09 feet to a metal post;

South 27° 13' 03" West 125.47 feet to a metal post;

South 68° 54' 24" West 107.41 feet to a metal post;

THENCE continuing with the north line of the tract herein described, South 65° 03' 56" East 928.87 feet to a metal post for the northeast corner of the tract herein described;

THENCE with the east line of the tract herein described, South 24° 47' 41" West 154.29 feet to a point for corner;

THENCE North 62° 12' 30" West 298.74 feet to a point for an inside corner of the tract herein described;

THENCE with the east line of the tract herein described, South 18° 43' 53" West 343.84 feet to a point;

THENCE with the east line of the tract herein described, South 28° 55' 31" West 753.25 feet to a point in the south line of the tract herein described;

THENCE with said fence line in the south line of the tract herein described and the north line of the C.R.I. & G.R.R., North 79° 21' 04" West 1588.85 feet to an "x" tie post for corner;

THENCE North 03° 15' 09" West 61.51 feet to the POINT OF BEGINNING, containing 106.079 acres of land, more or less.