NOTICE OF ASSESSMENT LIEN SALE

STATE OF TEXAS §
§
COUNTY OF WISE §

WHEREAS, on or about September 11, 2017, a Notice of Lien was filed in the Deed Records of Wise County, Texas, covering the real property herein described concerning default in the payment of the indebtedness owing by Kevin L. Meadows and Allyson E. Underwood, the present owners of said real property, to Chisholm Springs Homeowners Association (the "Association"); and

WHEREAS, the said Kevin L. Meadows and Allyson E. Underwood have continued to default in the payment of their indebtedness to the Association and the same is now wholly due, and the Association, acting by and through its duly authorized agent, intends to sell the herein described property to satisfy the present indebtedness of said owners to the Association;

NOW, THEREFORE, notice is hereby given that on Tuesday, December 4, 2018, between 10 o'clock a.m. and 4 o'clock p.m., the Association will sell said real estate At the steps of the South East Corner of the Wise County Court House, 101-1/2 N. Trinity, Decatur, Wise County, Texas, to the highest bidder for cash, subject to all superior liens and encumbrances of record. The earliest time at which said sale will begin will be 1:00 o'clock p.m., and the sale will take place not later than three (3) hours after that time.

Said real estate is described as follows:

Lot 12R, Block G, of Chisholm Springs Subdivision (Chisholm Springs Subdivision), located in Wise County, Texas, according to the map or plat thereof recorded in Cabinet C, Slide(s) 177-179, (refiled in Cabinet C, Slide(s) 184-186), Map Records of Wise County, Texas (106 Buffalo Ridge Drive)

WITNESS my hand this 12th day of November, 2018

CHISHOLM SPRINGS HOMEOWNERS ASSOCIATION

By: _____
Jason R. Reed, Substitute Trustee
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 500
Dallas, Texas 75219

The within notice was posted by me on the 13 day of November, 2018, at the Wise County Courthouse in Wise, Texas.

POSTED
AT 3:35 o'clock P M
NOV 13 2018
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By _____ DEPUTY
Vicky Gaona

1030-59433

Our File Number: 15-03078
Name: BILL W. HENDERSON AND BETTY L. HENDERSON, HUSBAND AND WIFE

NOTICE OF TRUSTEE'S SALE

WHEREAS, on May 15, 2007, BILL W HENDERSON AND BETTY L HENDERSON, HUSBAND AND WIFE, executed a Deed of Trust/Security Instrument conveying to ROBERT FRAPPIER, as Trustee, the Real Estate hereinafter described, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS A NOMINEE FOR CENTURY 21 ® MORTGAGE (SM), in the payment of a debt therein described, said Deed of Trust/Security Instrument being recorded under County Clerk Number 2007-6980, in Book 1814, at Page 602, and re-recorded OCTOBER 9, 2007, under County Clerk Number 2007-14628, Book 1867, in Book 475, in the DEED OF TRUST OR REAL PROPERTY records of **WISE** COUNTY, TEXAS; and

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness;

WHEREAS, the undersigned has been appointed Substitute Trustee in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust/Security Instrument; and

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **TUESDAY, DECEMBER 4, 2018,** between ten o'clock AM and four o'clock PM and beginning not earlier than 1:00 PM or not later than three hours thereafter, I will sell said Real Estate at the County Courthouse in **WISE** COUNTY, TEXAS to the highest bidder for cash. The sale will be conducted in the area of the Courthouse designated by the Commissioners' Court, of said county, pursuant to Section §51.002 of the Texas Property Code as amended; if no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this notice was posted.

Said Real Estate is described as follows:

LOT 22, BLOCK 3, SEVEN WIRES, A SUBDIVISION IN WISE COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN PLAT CABINET A, SECTION 475, PLAT RECORDS, WISE COUNTY, TEXAS.

Property Address: 154 BUSEY BOULEVARD
DECATUR, TX 76234

Mortgage Servicer: SETERUS, INC.

Noteholder: FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FANNIE MAE"), A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
14221 DALLAS PARKWAY, SUITE 1000
DALLAS, TX 75254

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

ACTIVE MILITARY SERVICE NOTICE

Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas 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.

WITNESS MY HAND this 12 day of November, 2018.

Donna Stockman

Donna Stockman, David Stockman, Brenda Wiggs, Denise Boerner, Tim Lewis, Frederick Britton, Jonathan Harrison, Aurora Campos, Patrick Zwiers, Guy Wiggs, Kristie Alvarez, Kristopher Holub, Ramiro Cuevas, Markcos Pineda, Michelle Schwartz, Shawn Schiller, Cary Corenblum, Tonya Washington, Irene Lindsay, Kathy Arrington, Dana Kamin, Lisa Bruno, Substitute Trustees

c/o Marinosci Law Group, P.C.
14643 Dallas Parkway, Suite 750
Dallas, Texas 75254
(972) 331-2300

POSTED
AT 12:40 o'clock P M
NOV 13 2018
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By [signature] DEPUTY
JOHN GRIGSBY

A

109 OUTFITTERS COURT
NEWARK, TX 76071

00000007955974

NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

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

1. **Date, Time, and Place of Sale.**

   Date: December 04, 2018

   Time: The sale will begin at 1:00PM 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 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 July 21, 2011 and recorded in Document CLERK'S FILE NO. 2011-8889 real property records of WISE County, Texas, with RICHARD P RAMOS AND STEPHANIE A RAMOS, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE, mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by RICHARD P RAMOS AND STEPHANIE A RAMOS, securing the payment of the indebtednesses in the original principal amount of $177,098.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. WELLS FARGO 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 described in the attached Exhibit A.

6. **Mortgage Servicer Information.** The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. WELLS FARGO BANK, N.A., as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD.
FORT MILL, SC 29715

AURORA CAMPOS, JONATHAN HARRISON, MARKCOS PINEDA, RAMIRO CUEVAS, KRISTIE ALVAREZ, PATRICK ZWIERS, KRISTOPHER HOLUB, FREDERICK BRITTON, SHAWN SCHILLER, TONYA WASHINGTON, IRENE LINDSAY, CARY CORENBLUM, KATHY ARRINGTON, DANA KAMIN, LISA BRUNO OR DONNA STOCKMAN, BRENDA WIGGS, DENISE BOERNER, GUY WIGGS, DAVID STOCKMAN, MICHELLE SCHWARTZ, OR TIM LEWIS
Substitute Trustee
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001

Certificate of Posting

My name is _____, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001. I declare under penalty of perjury that on _____ I filed at the office of the WISE County Clerk and caused to be posted at the WISE County courthouse this notice of sale.

_____
Declarants Name: _____
Date: _____

POSTED
AT 12:40 o'clock P M
NOV 13 2018
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By _____ DEPUTY

NOS00000007955974

EXHIBIT "A"

LOT 6 R (6R), BLOCK H, OF CHISHOLM SPRINGS SUBDIVISION (CHISHOLM SPRINGS SUBDIVISION), LOCATED IN WISE COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET C, SLIDE(S) 177-179, (REFILED IN CABINET C, SLIDE(S) 184-186), MAP RECORDS OF WISE COUNTY, TEXAS.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS LOT 1R, BLOCK A, CHISHOLM SPRINGS SUBDIVISION (CHISHOLM SPRINGS SUBDIVISION), LOCATED IN WISE COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET C, SLIDE(S) 177-179, (REFILED IN CABINET C, SLIDE(S) 184-186) (RE-PLATTED IN CABINET C, SLIDE(S) 271-272 AS TO PORTIONS OF BLOCK F) IN THE MAP RECORDS OF WISE COUNTY, TEXAS.

COPY

WKC/kp/halter/boyd/foreclosure/noticeofsale
11/7/18

CORRECTED Notice of Foreclosure Sale

1. *Property to Be Sold.* The property to be sold is described as follows:

THE SURFACE ESTATE ONLY, in and to that certain lot, tract or parcel of land lying and being situated in Wise County, Texas, out of the J.B. FLOYD SURVEY, Abstract No. 311, being known as Lot Nos. 23, 24, 25, 26, 27, 35, 36, and 37 out of the Gasperson Subdivision, lying adjacent to the City of Bridgeport, Texas, said Subdivision being approved by the Municipality of Bridgeport, Texas, and recorded in Vol. 310, Page 257 of the Deed Records of Wise County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin situated in the Northerly R.O.W. line of U.S. Highway No. 380, said point being North 84 deg. 26 min. East 255.0 feet from the intersection of the Northerly R.O.W. line of U.S. Highway No. 380 and the Easterly R.O.W. line of State Highway No. 114, said point also being the Southeast corner of a tract of land recorded in Vol. 252, also being the Southeast corner of a tract of land recorded in Vol. 252, Page 480 of the Deed Records of Wise County, Texas;
THENCE North 12 deg. 00 min. West 420.4 feet to an iron pin for corner;
THENCE South 89 deg. 14 min. East 343.2 feet to an iron pin for corner;
THENCE South 0 deg. 46 min. West 400.00 feet to an iron pin for corner in the Northerly R.O.W. line of U.S. Highway No. 380;
THENCE along said R.O.W. along a curve to the left with a radius of 5840 feet a distance of 250.0 feet to the PLACE OF BEGINNING, and containing 2.76 acres of land, more or less

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Warranty Deed With Vendor's Lien executed on February 9, 2015, and recorded in Instrument No. 201501354, Official Public Records, Wise County, Texas; and the Deed of Trust executed on February 9, 2015, and recorded in Instrument No. 201501355, Official Public Records, Wise County, Texas.

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

Date: December 4, 2018

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 1:00 p.m.

Place: The sale will be held at the southeast porch (or corner) of the Wise County Courthouse, Decatur, Texas.

The deed of trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid

POSTED
AT 10:30 o'clock a M
NOV 13 2018
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By _____ DEPUTY
Vicky Gaona

credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The sale will be made expressly subject to any title matters set forth in the deed of trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the deed of trust. The sale shall not cover any part of the property that has been released of public record from the lien of the deed of trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the deed of trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

5. *Type of Sale.* The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by BFBRP, LLC, a Texas limited liability company.

The real property and personal property, if any, encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

6. *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to the promissory note executed by BFBRP, LLC, a Texas limited liability company. Grace Eileen Halter, Trustee of the PAUL JOSEPH HALTER and GRACE EILEEN HALTER Revocable Trust under an instrument dated April 26, 2007, is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, Grace Eileen Halter, trustee of the PAUL JOSEPH HALTER and GRACE EILEEN HALTER Revocable Trust under an instrument dated April 26, 2007, at 404 Johns Drive, Bridgeport, Texas 76426.

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

8. **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.

Dated: November 13, 2018

William K. Clary

William K. Clary
P. O. Box 98
Bridgeport, Texas 76426
Telephone (940) 683-6722
Telecopier (940) 683-4029

NOTICE OF TRUSTEE'S SALE

Date: November 8, 2018

DEED OF TRUST

Date: November 18, 2016

Grantor: Elroy Rivera
Amber Maes

Grantor's Address:

125 Ridge Trail
Rhome, Wise County, Texas 76058

Beneficiary: Cacharel Companies Inc.,

Trustee: Ron G. Crabtree

Substitute Trustee: Jessica Brown

Recording Information: Recorded in DT 201612543 Deed Records of Wise County

Property: Being a tract of land situated in Wise County, Texas more particularly described as Lot 43, Coyote Ridge Addition, an addition in Wise, Texas according to the Plat recorded in Plat Records, Wise County Texas

NOTE

Date: November 18, 2016

Amount: Thirty-Six Thousand Dollars and 00/100 ($36,000.00)

Debtor: Elroy Rivera
Amber Maes

POSTED
AT 10:51 o'clock AM
NOV 13 2018
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By _____ DEPUTY
Vicky Gaona

Holder: Cacharel Companies Inc.

Date of Sale of Property (first Tuesday of month): **December 4, 2018**

Earliest time of Sale of Property: **10:00 A.M.**

Place of Sale of Property: at the door of the first floor in the southeast corner of the Wise County Courthouse located at 101 ½ North Trinity Decatur, Texas 76234

Because of default in performance of the obligations of the Deed of Trust, Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified to satisfy the debt secured by the Deed of Trust. The sale will begin at the earliest time stated above or within three hours after that time.

Jessica Brown, Trustee
112 NW 24th Street Suite 407, Ft. Worth, TX 76164
817-625-9975

Certified # 7015 0640 0001 5300 6525

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 8th day of November, 2018, by Jessica Brown, Substitute Trustee.

Notary Public, State of Texas
Notary's name (printed)
Notary's commission expires:

CYNTHIA ELSA AMADOR
Notary Public, State of Texas
Comm. Expires 07-14-2020
Notary ID 124988273

RETURN TO:
Cacharel Companies Inc
112 NW 24th Street Suite 407.
Ft. Worth, Texas 76164

POSTED
AT 12:5[illegible] o'clock P M

NOV 09 2018

SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By [signature] DEPUTY
Vicky Gaona

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: December 4, 2018

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 of the promissory note. Legend Bank, N.A. is the current mortgagee of the note and Deed of Trust or Contract Lien.

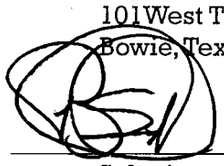
5. PROPERTY TO BE SOLD. The Property to be sold is that Property described in said Deed of Trust attached hereto in Exhibit "A."

SAVE AND EXCEPT

The parcel described in the attached 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"
TO NOTICE OF SALE

Guardian Title Co.
GF: 200714385

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/I00 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:

Those 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 evindencing 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 30th day of March, 2007 by James L. McGilvray, Jr.

JESICA 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

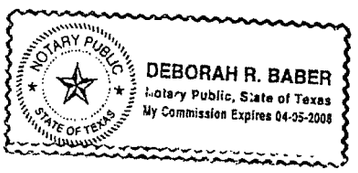


EXHIBIT "A"

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)

Wise County
HONORABLE Sherry Parker-Lemon
COUNTY CLERK
Decatur, Texas 76234

70 2007 00004617

Instrument Number: 2007-4617

As

Recorded On: April 04, 2007 **Official Records**

Parties: MCGILVRAY JAMES L JR ET UX **Billable Pages: 29**

To LEGEND BANK NA **Number of Pages: 30**

Comment: DT ASSIGNMENT

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Official Records	128.00
Total Recording:	**128.00**

********** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2007-4617
Receipt Number: 170133
Recorded Date/Time: April 04, 2007 11:16:35A
Book-Vol/Pg: BK-OR VL-1798 PG-414
User / Station: D Pate - Side Counter

Record and Return To:

GUARDIAN TITLE CO
P O BOX 908
DECATUR TX 76234

STATE OF TEXAS COUNTY OF WISE

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the volume and page of the named records of Wise County.

Sherry Parker-Lemon
Wise County Clerk

Sherry Parker-Lemon

EXHIBIT "B"
TO NOTICE OF SALE

PARCEL EXCEPT FROM 12/4/18 FORECLOSURE SALE

Being 100.00 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 95.24 feet South 03° 15' 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. Co Survey and the north line of the C.L. Nichols Survey;

North 27° 37' 59" East 38.68 feet to a metal post;

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 18.85 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, 150.09 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 1585.85 feet to an "x" tie post for corner;

THENCE North 03° 15' 09" West 51.51 feet to the POINT OF BEGINNING, containing 105.079 acres of land, more or less.

SAVE AND EXCEPT: Three well sites described as follows:

2.076 ACRE WELL SITE:

BEGINNING at a point for the northwest corner of said well site, said point being further located 47.73 feet South 89° 56' 49" East and 105.72 feet South 00° 03' 11" West from a metal post for the northwest corner of 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;

THENCE South 88° 24' 38" East 248.64 feet to a point for the northeast corner of said well site;

THENCE South 04° 34' 14" East 328.08 feet to a point for the southeast corner of said well site;

THENCE South 85° 46' 10" West 282.27 feet to a point for the southwest corner of said well site;

THENCE North 01° 06' 04" East 354.83 feet to the POINT OF BEGINNING, containing 2.076 acres of land, more or less.

0.586 ACRE WELL SITE:

BEGINNING at a point for the south corner of said well site, said point being further located 484.86 feet North 89° 56' 49" West and 545.76 feet South 00° 03' 11" West 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;

THENCE North 48° 47' 19" West 147.70 feet to a point for the west corner of said well site;

THENCE North 38° 19' 36" East 133.00 feet to a point for the north corner of said well site;

THENCE South 59° 10' 09" East 113.80 feet to a point for corner;

THENCE South 14° 27' 03" East 115.64 feet to a point for the east corner of said well site;

THENCE South 72° 15' 23" West 102.83 feet to the POINT OF BEGINNING, containing 0.586 acres of land, more or less.

2.417 ACRE WELLSITE:

BEGINNING at the northeast corner of said well site, being further located 272.58 feet North 89° 56' 49" West and 680.28 feet South 00° 03' 11" West 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;

THENCE South 14° 56' 17" East 388.42 feet to the southeast corner of said well site;

THENCE South 74° 34' 48" West 290.86 feet to a point for the southwest corner of said well site;

THENCE North 07° 10' 55" West 414.45 feet to a point for the northwest corner of said well site;

THENCE North 79° 52' 48" East 235.75 feet to the POINT OF BEGINNING, containing 2.417 acres of land, more or less.

ROAD EASEMENT:

TOGETHER WITH a non-exclusive roadway easement for access to and from the above property for the use and benefit of the owner(s) in common with other adjoining landowners along the course(s) and distance(s) of said roadway. Being more fully described as follows:

BEGINNING at the point in the center of said road easement, said point being further located 1611.09 feet South 81° 10' 19" 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;

THENCE with the center of said road casement the following calls:

South 65° 03' 56" East 878.60 feet;

South 69° 43' 19" East 265.92 feet;

South 78° 30' 49" East 676.05 feet;

South 76° 21' 03" East 671.94 feet;

South 88° 51' 36" East 638.86 feet to the end of said road easement and being in the west right of way of F.M. Highway No. 730.

Notice of Substitute Trustee's Sale

Date: October 19, 2018

Substitute Trustees: Joyce McGrady, Kelly Goddard, David Garvin, or Michelle Schwartz

Substitute Trustee's Address: 8101 Boat Club Road, Suite 320, Fort Worth, TX 76179

Mortgagee: KIS Enterprises, Inc.

Note: May 26, 2017

Deed of Trust

Date: May 26, 2017

Grantor: David Hale and Kaylyn Hale, a married couple

Mortgagee: KIS Enterprises, Inc.

Recording information: Deed of Trust recorded in clerk's document number 201803645

Property: Lot 65, Coyote Ridge, Phase II-A

BEING a 2.00 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 1/2" 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, 479.79 feet, from the most easterly southwest 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.

POSTED
AT 12:30 o'clock P M
OCT 19 2018
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By _____ DEPUTY
TONI GRIGSBY

Date of Sale: December 4, 2018

Time of Sale: At the hour of 10:00 a.m. or within three (3) hours thereafter of that date.

Place of Sale: In the area designated by the County Commissioners Court.

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 Joyce McGrady, Kelly Goddard, David Garvin, or Michelle Schwartz as Substitute Trustees under the Deed of Trust. Mortgagee has instructed Substitute Trustees to offer the Property for sale toward the satisfaction of the Note.

Notice is given that on December 4, 2018, Substitute Trustees will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "AS IS." The sale will begin at the Time of Sale or not later than three hours thereafter.

Kelly Goddard

Kelly Goddard, Substitute Trustee

POSTED
AT 11:40 o'clock a M

SEP 27 2018

SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By _____ DEPUTY
Vicky Gaona

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WISE County
Deed of Trust Dated: January 21, 2014
Amount: $153,075.00
Grantor(s): ANGELA NEMETH and BRUCE NEMETH

Original Mortgagee: GUILD MORTGAGE COMPANY, A CALIFORNIA COMPANY
Current Mortgagee: GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION

Mortgagee Address: GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION, 5898 COPLEY DR. 4TH FLOOR, SAN DIEGO, CA 92111

Recording Information: Document No. 201400783

Legal Description: LOT NINE (9), BLOCK THREE (3), SHALE CREEK, PHASE 2B, CORRECTED PLAT, AN ADDITION TO WISE COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN CABINET C, SLIDE 555 OF THE PLAT RECORDS OF WISE COUNTY, TEXAS.

Date of Sale: December 4, 2018 between the hours of 1:00 PM and 4:00 PM.

Earliest Time Sale Will Begin: 1:00 PM

Place of Sale: The foreclosure sale will be conducted at public venue in the area designated by the WISE County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place, or if no place is designated by the Commissioners Court, the sale will be conducted at the place where the Notice of Trustee's Sale was posted.

AURORA CAMPOS OR JONATHAN HARRISON, MARKCOS PINEDA, RAMIRO CUEVAS, KRISTIE ALVAREZ, PATRICK ZWIERS, KRISTOPHER HOLUB, FREDERICK BRITTON, SHAWN SCHILLER, TONYA WASHINGTON, IRENE LINDSAY, CARY CORENBLUM, DONNA STOCKMAN, DAVID STOCKMAN, GUY WIGGS, BRENDA WIGGS, DENISE BOERNER, TIM LEWIS, MICHELLE SCHWARTZ, LISA BRUNO, DANA KAMIN OR KATHY ARRINGTON have been appointed as Substitute Trustee(s), ('Substitute Trustee') each empowered to act independently, in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust.

The Substitute Trustee will sell the Property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

NOTICE IS FURTHER GIVEN that, except to the extent that the Substitute Trustee(s) may bind and obligate the Mortgagors to warrant title to the Property under the terms of the Deed of Trust, conveyance of the Property shall be made 'AS IS' 'WHERE IS' without any representations and warranties whatsoever, express or implied, and subject to all matters of record affecting the Property.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901 et seq.), and state law, including Section 51.015 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.**

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.

Aaron Espinoza, Attorney at Law

HUGHES, WATTERS & ASKANASE, L.L.P.
1201 Louisiana, SUITE 2800
Houston, Texas 77002
Reference: 2018-005871

AURORA CAMPOS OR JONATHAN HARRISON, MARKCOS PINEDA, RAMIRO CUEVAS, KRISTIE ALVAREZ, PATRICK ZWIERS, KRISTOPHER HOLUB, FREDERICK BRITTON, SHAWN SCHILLER, TONYA WASHINGTON, IRENE LINDSAY, CARY CORENBLUM, DONNA STOCKMAN, DAVID STOCKMAN, GUY WIGGS, BRENDA WIGGS, DENISE BOERNER, TIM LEWIS, MICHELLE SCHWARTZ, LISA BRUNO, DANA KAMIN OR KATHY ARRINGTON
c/o ServiceLink Auction * Powered by Hudson & Marshall, LLC
3220 El Camino Real 1st Floor
Irvine, CA 92602

NOTICE OF ASSESSMENT LIEN SALE

STATE OF TEXAS §
§
COUNTY OF WISE §

WHEREAS, on or about September 11, 2017, a Notice of Lien was filed in the Deed Records of Wise County, Texas, covering the real property herein described concerning default in the payment of the indebtedness owing by Kevin L. Meadows and Allyson E. Underwood, the present owners of said real property, to Chisholm Springs Homeowners Association (the "Association"); and

WHEREAS, the said Kevin L. Meadows and Allyson E. Underwood have continued to default in the payment of their indebtedness to the Association and the same is now wholly due, and the Association, acting by and through its duly authorized agent, intends to sell the herein described property to satisfy the present indebtedness of said owners to the Association;

NOW, THEREFORE, notice is hereby given that on Tuesday, December 4, 2018, between 10 o'clock a.m. and 4 o'clock p.m., the Association will sell said real estate At the steps of the South East Corner of the Wise County Court House, 101-1/2 N. Trinity, Decatur, Wise County, Texas, to the highest bidder for cash, subject to all superior liens and encumbrances of record. The earliest time at which said sale will begin will be 1:00 o'clock p.m., and the sale will take place not later than three (3) hours after that time.

Said real estate is described as follows:

> Lot 12R, Block G, of Chisholm Springs Subdivision (Chisholm Springs Subdivision), located in Wise County, Texas, according to the map or plat thereof recorded in Cabinet C, Slide(s) 177-179, (refiled in Cabinet C, Slide(s) 184-186), Map Records of Wise County, Texas (106 Buffalo Ridge Drive)

WITNESS my hand this 12th day of November, 2018

CHISHOLM SPRINGS HOMEOWNERS ASSOCIATION

By: _____
Jason R. Reed, Substitute Trustee
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 500
Dallas, Texas 75219

The within notice was posted by me on the 13 day of November, 2018, at the Wise County Courthouse in Wise, Texas.

POSTED
AT 3:35 o'clock P M
NOV 13 2018
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By _____ DEPUTY
Vicky Gaona

1030-59433

Our File Number: 15-03078
Name: BILL W. HENDERSON AND BETTY L. HENDERSON, HUSBAND AND WIFE

NOTICE OF TRUSTEE'S SALE

WHEREAS, on May 15, 2007, BILL W HENDERSON AND BETTY L HENDERSON, HUSBAND AND WIFE, executed a Deed of Trust/Security Instrument conveying to ROBERT FRAPPIER, as Trustee, the Real Estate hereinafter described, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS A NOMINEE FOR CENTURY 21 ® MORTGAGE (SM), in the payment of a debt therein described, said Deed of Trust/Security Instrument being recorded under County Clerk Number 2007-6980, in Book 1814, at Page 602, and re-recorded OCTOBER 9, 2007, under County Clerk Number 2007-14628, Book 1867, in Book 475, in the DEED OF TRUST OR REAL PROPERTY records of **WISE** COUNTY, TEXAS; and

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness;

WHEREAS, the undersigned has been appointed Substitute Trustee in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust/Security Instrument; and

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **TUESDAY, DECEMBER 4, 2018,** between ten o'clock AM and four o'clock PM and beginning not earlier than 1:00 PM or not later than three hours thereafter, I will sell said Real Estate at the County Courthouse in **WISE** COUNTY, TEXAS to the highest bidder for cash. The sale will be conducted in the area of the Courthouse designated by the Commissioners' Court, of said county, pursuant to Section §51.002 of the Texas Property Code as amended; if no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this notice was posted.

Said Real Estate is described as follows:

LOT 22, BLOCK 3, SEVEN WIRES, A SUBDIVISION IN WISE COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN PLAT CABINET A, SECTION 475, PLAT RECORDS, WISE COUNTY, TEXAS.

Property Address: 154 BUSEY BOULEVARD
DECATUR, TX 76234

Mortgage Servicer: SETERUS, INC.

Noteholder: FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FANNIE MAE"), A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
14221 DALLAS PARKWAY, SUITE 1000
DALLAS, TX 75254

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

ACTIVE MILITARY SERVICE NOTICE

Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas 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.

WITNESS MY HAND this 12 day of November, 2018.

Donna Stockman

Donna Stockman, David Stockman, Brenda Wiggs, Denise Boerner, Tim Lewis, Frederick Britton, Jonathan Harrison, Aurora Campos, Patrick Zwiers, Guy Wiggs, Kristie Alvarez, Kristopher Holub, Ramiro Cuevas, Markcos Pineda, Michelle Schwartz, Shawn Schiller, Cary Corenblum, Tonya Washington, Irene Lindsay, Kathy Arrington, Dana Kamin, Lisa Bruno, Substitute Trustees

c/o Marinosci Law Group, P.C.
14643 Dallas Parkway, Suite 750
Dallas, Texas 75254
(972) 331-2300

POSTED
AT 12:40 o'clock P M
NOV 13 2018
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By _____ DEPUTY
TONI GRIGSBY

A

109 OUTFITTERS COURT
NEWARK, TX 76071

00000007955974

NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

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

1. **Date, Time, and Place of Sale.**

   Date: December 04, 2018

   Time: The sale will begin at 1:00PM 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 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 July 21, 2011 and recorded in Document CLERK'S FILE NO. 2011-8889 real property records of WISE County, Texas, with RICHARD P RAMOS AND STEPHANIE A RAMOS, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE, mortgagee.

4. **Obligations Secured**. Deed of Trust or Contract Lien executed by RICHARD P RAMOS AND STEPHANIE A RAMOS, securing the payment of the indebtednesses in the original principal amount of $177,098.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. WELLS FARGO 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 described in the attached Exhibit A.

6. **Mortgage Servicer Information**. The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. WELLS FARGO BANK, N.A., as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD.
FORT MILL, SC 29715

AURORA CAMPOS, JONATHAN HARRISON, MARKCOS PINEDA, RAMIRO CUEVAS, KRISTIE ALVAREZ, PATRICK ZWIERS, KRISTOPHER HOLUB, FREDERICK BRITTON, SHAWN SCHILLER, TONYA WASHINGTON, IRENE LINDSAY, CARY CORENBLUM, KATHY ARRINGTON, DANA KAMIN, LISA BRUNO OR DONNA STOCKMAN, BRENDA WIGGS, DENISE BOERNER, GUY WIGGS, DAVID STOCKMAN, MICHELLE SCHWARTZ, OR TIM LEWIS
Substitute Trustee
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001

Certificate of Posting

My name is _____, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001. I declare under penalty of perjury that on _____ I filed at the office of the WISE County Clerk and caused to be posted at the WISE County courthouse this notice of sale.

_____
Declarants Name: _____
Date: _____

POSTED
AT 12:40 o'clock P M
NOV 13 2018
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By _____ DEPUTY
TERRI GRESSEY

NOS00000007955974

EXHIBIT "A"

LOT 6 R (6R), BLOCK H, OF CHISHOLM SPRINGS SUBDIVISION (CHISHOLM SPRINGS SUBDIVISION), LOCATED IN WISE COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET C, SLIDE(S) 177-179, (REFILED IN CABINET C, SLIDE(S) 184-186), MAP RECORDS OF WISE COUNTY, TEXAS.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS LOT 1R, BLOCK A, CHISHOLM SPRINGS SUBDIVISION (CHISHOLM SPRINGS SUBDIVISION), LOCATED IN WISE COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET C, SLIDE(S) 177-179, (REFILED IN CABINET C, SLIDE(S) 184-186) (RE-PLATTED IN CABINET C, SLIDE(S) 271-272 AS TO PORTIONS OF BLOCK F) IN THE MAP RECORDS OF WISE COUNTY, TEXAS.

COPY

WKC/kp/halter/boyd/foreclosure/noticeofsale
11/7/18

CORRECTED Notice of Foreclosure Sale

1. *Property to Be Sold.* The property to be sold is described as follows:

THE SURFACE ESTATE ONLY, in and to that certain lot, tract or parcel of land lying and being situated in Wise County, Texas, out of the J.B. FLOYD SURVEY, Abstract No. 311, being known as Lot Nos. 23, 24, 25, 26, 27, 35, 36, and 37 out of the Gasperson Subdivision, lying adjacent to the City of Bridgeport, Texas, said Subdivision being approved by the Municipality of Bridgeport, Texas, and recorded in Vol. 310, Page 257 of the Deed Records of Wise County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an iron pin situated in the Northerly R.O.W. line of U.S. Highway No. 380, said point being North 84 deg. 26 min. East 255.0 feet from the intersection of the Northerly R.O.W. line of U.S. Highway No. 380 and the Easterly R.O.W. line of State Highway No. 114, said point also being the Southeast corner of a tract of land recorded in Vol. 252, also being the Southeast corner of a tract of land recorded in Vol. 252, Page 480 of the Deed Records of Wise County, Texas;
THENCE North 12 deg. 00 min. West 420.4 feet to an iron pin for corner;
THENCE South 89 deg. 14 min. East 343.2 feet to an iron pin for corner;
THENCE South 0 deg. 46 min. West 400.00 feet to an iron pin for corner in the Northerly R.O.W. line of U.S. Highway No. 380;
THENCE along said R.O.W. along a curve to the left with a radius of 5840 feet a distance of 250.0 feet to the PLACE OF BEGINNING, and containing 2.76 acres of land, more or less

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Warranty Deed With Vendor's Lien executed on February 9, 2015, and recorded in Instrument No. 201501354, Official Public Records, Wise County, Texas; and the Deed of Trust executed on February 9, 2015, and recorded in Instrument No. 201501355, Official Public Records, Wise County, Texas.

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

Date: December 4, 2018

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 1:00 p.m.

Place: The sale will be held at the southeast porch (or corner) of the Wise County Courthouse, Decatur, Texas.

The deed of trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid

POSTED
AT 10:30 o'clock A M

NOTICE OF FORECLOSURE SALE

NOV 13 2018
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By _____ DEPUTY
Vicky Gaona

credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The sale will be made expressly subject to any title matters set forth in the deed of trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the deed of trust. The sale shall not cover any part of the property that has been released of public record from the lien of the deed of trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the deed of trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

5. *Type of Sale*. The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by BFBRP, LLC, a Texas limited liability company.

The real property and personal property, if any, encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

6. *Obligations Secured.* The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to the promissory note executed by BFBRP, LLC, a Texas limited liability company. Grace Eileen Halter, Trustee of the PAUL JOSEPH HALTER and GRACE EILEEN HALTER Revocable Trust under an instrument dated April 26, 2007, is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, Grace Eileen Halter, trustee of the PAUL JOSEPH HALTER and GRACE EILEEN HALTER Revocable Trust under an instrument dated April 26, 2007, at 404 Johns Drive, Bridgeport, Texas 76426.

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

8. **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.

Dated: November 13, 2018

William K. Clary

William K. Clary
P. O. Box 98
Bridgeport, Texas 76426
Telephone (940) 683-6722
Telecopier (940) 683-4029

NOTICE OF TRUSTEE'S SALE

Date: November 8, 2018

DEED OF TRUST

Date: November 18, 2016

Grantor: Elroy Rivera
Amber Maes

Grantor's Address:

125 Ridge Trail
Rhome, Wise County, Texas 76058

Beneficiary: Cacharel Companies Inc.,

Trustee: Ron G. Crabtree

Substitute Trustee: Jessica Brown

Recording Information: Recorded in DT 201612543 Deed Records of Wise County

Property: Being a tract of land situated in Wise County, Texas more particularly described as Lot 43, Coyote Ridge Addition, an addition in Wise, Texas according to the Plat recorded in Plat Records, Wise County Texas

NOTE

Date: November 18, 2016

Amount: Thirty-Six Thousand Dollars and 00/100 ($36,000.00)

Debtor: Elroy Rivera
Amber Maes

POSTED
AT 10:51 o'clock AM
NOV 13 2018
SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By _____ DEPUTY
Vicky Gaona

Holder: Cacharel Companies Inc.

Date of Sale of Property (first Tuesday of month): **December 4, 2018**

Earliest time of Sale of Property: **10:00 A.M.**

Place of Sale of Property: at the door of the first floor in the southeast corner of the Wise County Courthouse located at 101 ½ North Trinity Decatur, Texas 76234

Because of default in performance of the obligations of the Deed of Trust, Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified to satisfy the debt secured by the Deed of Trust. The sale will begin at the earliest time stated above or within three hours after that time.

Jessica Brown, Trustee
112 NW 24th Street Suite 407, Ft. Worth, TX 76164
817-625-9975

Certified # 7015 0640 0001 5300 6525

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 8th day of November, 2018, by Jessica Brown, Substitute Trustee.

Notary Public, State of Texas
Notary's name (printed)
Notary's commission expires:

CYNTHIA ELSA AMADOR
Notary Public, State of Texas
Comm. Expires 07-14-2020
Notary ID 124988273

RETURN TO:
Cacharel Companies Inc
112 NW 24th Street Suite 407.
Ft. Worth, Texas 76164

POSTED
AT 12:52 o'clock P M

NOV 09 2018

SHERRY LEMON, COUNTY CLERK
WISE COUNTY, TEXAS
By _____ DEPUTY
Vicky Gaona

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: December 4, 2018

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 of the promissory note. Legend Bank, N.A. is the current mortgagee of the note and Deed of Trust or Contract Lien.

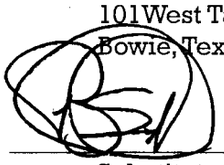
5. **PROPERTY TO BE SOLD.** The Property to be sold is that Property described in said Deed of Trust attached hereto in Exhibit "A."

SAVE AND EXCEPT

The parcel described in the attached Exhibit "B".

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

Legend Bank, N.A.
101West 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"
TO NOTICE OF SALE

Guardian Title Co.
GF: 00014385

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:

Those 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