

**COPY**

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

STATE OF TEXAS  
COUNTY OF WISE

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, by Commercial Deed of Trust, Security Agreement, Financing Statement and Assignment of Rents dated July 27, 2007, recorded in the Official Public Records of Wise County, Texas under Instrument Number 2007-10970, in Volume 1842, Page 551 (the "Deed of Trust"), Decatur Travelers L.P. (the "Borrower") conveyed to Evans McBride, as Trustee (the "Trustee"), the property, together with all buildings, fixtures and improvements, situated in Wise County, Texas, and more particularly described as follows, to wit:

**All that certain tract or parcel of land situated in Wise County, Texas, being a part of the A. J. WALKER SURVEY, ABSTRACT NO. 860, containing 1.702 acres of land, more or less, and being more fully described in Exhibit "A" Part One attached hereto and made a part hereof for all purposes.**

**Together with all Personal Property including but not limited to the Personal Property described in Exhibit "A" Part Two attached hereto and made a part hereof for all purposes (collectively, the "Property")**

WHEREAS, the Property secures that one certain Commercial Promissory Note therein described in the original principal amount of \$3,940,000.00 (the "Indebtedness"), executed by Decatur Travelers L.P. and made payable to First National Bank & Trust Co. of McAlester, Oklahoma; and

WHEREAS, the undersigned has been appointed as Substitute Trustee in the place and instead of Evans McBride, Trustee in the Deed of Trust, said appointment being in the manner authorized by the Deed of Trust; and

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NOTTS  
06/15/2020 03:27:47 PM Total Pages: 10 Fee: 58.00  
Sherry Lemon, County Clerk - Wise County, Texas

**POSTED**  
AT 3:27 o'clock P M

JUN 15 2020

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

WHEREAS, default has occurred under the terms of the Indebtedness secured by the Deed of Trust, the Indebtedness is now wholly due, and the owner and holder of the Indebtedness has requested the undersigned to sell the Property to satisfy same.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, July 7, 2020 (that being the first Tuesday of said month), at 1:00 p.m., (or not later than three (3) hours thereafter), I will sell the Property at public auction to the highest bidder, or bidders, at the door of the first floor in the southeast corner of the Wise County Courthouse located at 101 ½ North Trinity Street, Decatur, Texas 76234, and will make due conveyance of the Property to the purchaser or purchasers by general warranty deed binding mortgagor, its successors and assigns. The Lender may cause the sale to be canceled or adjourned from time to time without further notice.

The Property will be sold to the highest bidder, subject to the reservations hereinafter stated. Unless the Lender is the highest bidder and thus the purchaser at the sale, the purchase price must be paid in cash or other immediately available funds satisfactory to the undersigned at the conclusion of the sale. The undersigned will not be liable for any finder's fees or commissions in connection with the sale.

The Lender shall have the right to bid for and purchase the Property at the sale. If the Lender is the highest bidder and thus the purchaser of the Property, it will credit the net proceeds of the sale (after deduction of all sale expenses and other sums properly charged against the sale proceeds) against the unpaid balance of the Indebtedness.

The Property shall be sold for cash, except that Lender's bid may be by credit against the Indebtedness.

THE SALE OF THE PROPERTY IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE SUBSTITUTE TRUSTEE,

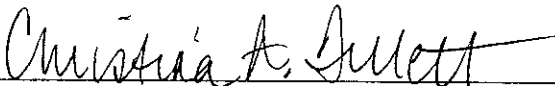
EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. THERE IS NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE IN THIS DISPOSITION OF PERSONAL PROPERTY.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER THE LENDER NOR THE SUBSTITUTE TRUSTEE MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COMPLIANCE WITH LAWS, RULES, AGREEMENTS OR SPECIFICATIONS, NOR WITH RESPECT TO CONDITION, QUALITY, CAPACITY, DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH ARE EXPRESSLY WAIVED BY PURCHASER.

**ACTIVE MILITARY SERVICE NOTICE**

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

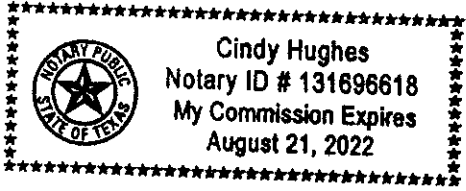
EXECUTED on the 12<sup>th</sup> day of June, 2020

  
CHRISTINA A. TILLETT  
WILLIAM B. MUNSON  
GARLAND D. CARDWELL  
PRINCESS D. BROWN  
Substitute Trustees under the Deed of Trust  
123 South Travis Street  
Sherman, Texas 75090  
Tel. (903) 893-8161

STATE OF TEXAS §

COUNTY OF GRAYSON §

This instrument was acknowledged before me this the 12<sup>th</sup> day of June, 2020, by Christina A. Tillett, as Substitute Trustee under the Deed of Trust.



*Cindy Hughes*  
 \_\_\_\_\_  
 Notary Public, State of Texas

EXHIBIT "A"

PART ONE:

THIS LABEL IS FOR  
SCANNING PURPOSES ONLY

## FIELD NOTES

Being 1.702 acres of land, more or less, in the A. J. WALKER SURVEY, Abstract No. 860, City of Decatur, Wise County, Texas, and being part of that certain 4.728-acre tract of land as described in deed to Decatur Travelers, L. P., recorded in Volume 1765, page 748, Official Records, Wise County, Texas; said 1.702 acres of land being portions of Block 101, SOUTH DECATUR ADDITION, a portion of Shady View Park, and portions of Ford Street and Blewett Street (said portions of these streets never having been opened, and having been closed by Ordinance recorded in Volume 329, page 456, Deed Records, Wise County, Texas), according to the plat recorded in Volume 8, page 642, Deed Records, Wise County, Texas; said 1.702 acres of land being more particularly described by metes and bounds as follows, to wit:

BEGINNING at a point for the northwest corner of the tract described herein, said point being in a southwest line of a tract of land as described in deed to Tommy Fenoglio et al, recorded in Volume 1577, page 424, Official Records, Wise County, Texas, same being a northeast line of that certain 4.728-acre tract of land described in deed to Decatur Travelers, L. P., recorded in Volume 1765, page 748, Official Records, Wise County, Texas, and being situated in Shady View Park, according to the plat of the South Decatur Addition, recorded in Volume 8, page 642, Deed Records, Wise County, Texas; said point being further located 282.76 feet North  $63^{\circ} 09' 55''$  East, 8.16 feet North  $00^{\circ} 37' 06''$  West, 48.64 feet North  $62^{\circ} 00' 01''$  East, and 127.15 feet South  $81^{\circ} 51' 17''$  East from a capped iron stake found in the west corner of a said 4.728-acre tract, same being the south corner of a 0.042-acre tract of land as described in deed to Allsup's Convenience Stores, Inc., recorded in Volume 671, page 447, Real Records, Wise County, Texas; said stake being located in the northwest right of way line of US Highway No. 81-287, same being the southwest line of that certain 26.38-acre tract of land as described in deed to Wayne Long, recorded in Volume 535, page 684, Real Records, Wise County, Texas, and being further located 251.51 feet South  $24^{\circ} 21' 17''$  East from the west corner of a 2.35-acre tract of land as described in deed to Allsup's Convenience Stores, Inc., recorded in Volume 566, page 684, Real Records, Wise County, Texas;

THENCE with the southwest line of said Fenoglio et al tract, same being the northeast line of the tract described herein, South  $81^{\circ} 51' 17''$  East 252.43 feet to an iron stake found to an iron stake found for the northeast corner of the tract described herein, same being the northwest corner of a tract of land as described in deed to Eagle Ridge Terrace, LP (hereinafter referred to as the Eagle Ridge tract), recorded in Volume 751, page 281, Real Records, Wise County, Texas;

THENCE with the west line of said Eagle Ridge tract, same being an east line of said Long tract, and the east line of the tract described herein, South  $00^{\circ} 48' 39''$  West, passing the south line of said Shady View Park, same being the north right of way line of Ford Street (unopened) according to said plat, and continuing with said east line of said Long tract, passing the south right of way line of said Ford Street, same being the north

line of Block 101, South Decatur Addition, and continuing with said east line of said Long tract a total distance of 284.37 feet to a capped iron stake found for the northeast corner of a tract of land as described in deed to Dean Peace et al, recorded in Volume 789, page 788, Real Records, Wise County, Texas, same being a southeast corner of the tract described herein, and being situated in said Block 101;

THENCE with the north line of said Peace et al tract, same being the south line of the tract described herein, North  $89^{\circ} 11' 20''$  West 180.00 feet to a capped iron stake found for the northwest corner of said Peace et al tract, same being the southwest corner of the tract described herein; said stake being in the west line of a tract of land as described in deed to Mark Lin, recorded in Volume 1018, page 478, Official Records, Wise County, Texas, and being situated in said Block 101;

THENCE with the east line of said Lin tract, same being an inner west line of the tract described herein, North  $00^{\circ} 48' 40''$  East 23.90 feet to an iron stake found for the north corner of said Lin tract, same being an inner corner of the tract described herein, and being situated in said Block 101;

THENCE with the northwest line of said Lin tract, same being a southwest line of the tract described herein, South  $62^{\circ} 10' 13''$  West, passing the west line of said Block 101, same being the east right of way line of Blewett Street (unopened) according to said plat, and continuing with said northwest line of said Lin tract a total distance of 74.88 feet to a capped iron stake set for the south corner of the tract described herein; said stake being situated in said Blewett Street;

THENCE North, passing near the intersection of the west right of way line of said Blewett Street with the south right of way line of said Ford Street (unopened) according to said plat, and continuing with said course in said Blewett Street, passing the north right of way line of said Ford Street, same being the south line of said Shady View Park, and continuing with said course a total distance of 328.62 feet to the POINT OF BEGINNING, containing 1.702 acres of land, more or less.

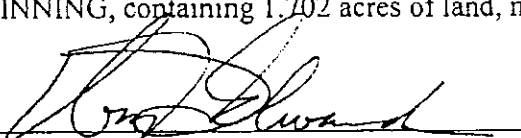
  
William David Edwards  
Texas L.S.L.S./R.P.L.S.#5627

EXHIBIT "A"

PART TWO:

PERSONAL PROPERTY

TO THE EXTENT LOCATED AT, INSTALLED ON, DEPOSITED IN, AFFIXED OR ATTACHED TO, USED IN CONNECTION WITH OR RESULTING FROM OPERATIONS CONDUCTED ON THE REAL PROPERTY DESCRIBED IN EXHIBIT "A" PART ONE ATTACHED HERETO.

All of Debtor's presently existing and hereafter arising or acquired "Accounts" which shall mean and include all of Debtor's present and future rights to payment for real property, goods, merchandise or inventory (as hereinafter defined) sold, rented or leased or for services rendered, including, without limitation, those which are not evidenced by instruments or chattel paper, and whether or not they have been earned by performance; account(s), accounts receivable, proceeds of any letters of credit on which Debtor is named as beneficiary; contract rights; acceptances; notes; chattel paper; instruments (other than margin stock); drafts; documents; insurance proceeds; deposits or other sums credited by or due from the Secured Party to Debtor; and all such obligations whatsoever owing to Debtor, together with all instruments and all documents of title representing any of the foregoing, all rights in any goods, merchandise or inventory which any of the same may represent, all rights in any returned or repossessed goods, merchandise and inventory, and all right, title, security and guaranties with respect to each of the foregoing, including, without limitation, any right of stoppage in transit. In addition, this definition shall include the definition of "accounts" as that term is used in the Uniform Commercial Code of each state in which the Debtor's Accounts are located.

All of Debtor's presently existing and hereafter arising or acquired "General Intangibles" which shall mean all choses in action, causes of action, and all other intangible personal property of Debtor of every kind and nature (other than Accounts) now owned or hereafter acquired by Debtor, including, without limitation, corporate or other business records, evidences of corporate debt or equity, inventions, designs, patents, patent applications, trademarks, trademark applications, assumed names, trade styles, service marks, trade secrets, goodwill, copyrights, registrations, licenses, franchises, tax refund claims, tax refunds, deposit accounts, customer lists and any letters of credit, rights or claims against carriers and shippers, rights to indemnification, security interests or other security held by or granted to Debtor to secure payment by an account debtor of any of the Accounts. In addition, this definition shall include the definition of "general intangibles" as that term is defined in the Uniform Commercial Code of each state in which the Debtor's General Intangibles are located.

All of Debtor's presently existing and hereafter arising or acquired "Inventory" which shall mean any and all goods, merchandise and other personal property, wheresoever located and whether or not in transit, now owned or hereafter acquired by Debtor which is or may at any time be held for sale or lease, furnished under any contract of service or held as raw materials, work in process, finished goods, supplies or material used or consumed in Debtor's business and all such property the sale or other disposition of which has given rise to Accounts and which has been returned to



or repossessed or stopped in transit by Debtor or which is or might be used in connection with the manufacture, packing, shipping, advertising, selling or finishing of such goods, merchandise and other personal property, all returned or repossessed goods now, or at any time or times hereafter, in the possession or under the control of Debtor or Secured Party, and all documents of title or documents representing the same. In addition, this definition shall include the definition of "inventory" as that term is used in the Uniform Commercial Code of each state in which the Debtor's Inventory is located.

All of Debtor's presently existing and hereafter arising or acquired "Equipment" which shall mean all of Debtor's now owned or hereafter acquired fixtures, machinery and equipment, including, without limitation, furniture, rolling stock, vehicles, trade fixtures and machinery, together with any and all improvements, accessions, parts and appurtenances thereto, substitutions therefor and replacements thereof. In addition, this definition shall include the definition of "equipment" as that term is defined in the Uniform Commercial Code of each state in which the Debtor's Equipment is located.

All of Debtor's presently existing or hereafter arising depository accounts and all of Debtor's rights, title and interest in and to any deposits or other sums at any time credited by or due from financial institutions to Debtor.

All accessions to, substitutions for and all replacements, products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies insuring any of the foregoing.

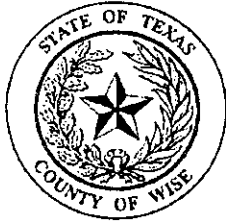
All books and records (including, without limitation, customer lists, credit files, computer programs, printouts and other computer materials and records) of Debtor pertaining to any of the foregoing.

# FILED AND RECORDED

**Instrument Number: 202007431**

Filing and Recording Date: 06/15/2020 03:27:47 PM Pages: 10 Recording Fee: \$58.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the RECORDS of Wise County, Texas.



*Sherry Lemon*

Sherry Lemon, County Clerk  
Wise County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE. DO NOT DESTROY - This document is part of the Official Record.

Deputy: Vicky Gaona

JUN 15 2020

SHERRY LEMON, COUNTY CLERK  
WISE COUNTY, TEXAS  
DEPUTY  
Sarah Enochs

THE STATE OF TEXAS §  
COUNTY OF WISE §

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, by Deed of Trust, Security Agreement, and Assignment of Production dated March 31, 2019 ("Deed of Trust"), Shane Smith, as Grantor, conveyed to Brad D. Burgess, Trustee, for the benefit of FirstCapital Bank of Texas, N.A., certain real and personal property situated in Wise County, Texas, being described as follows:

BEGINNING at the North corner of Block 25, said point being a 3 inch monument marked Tract No. 589 as established by R.P.S. #1274, for the U.S. Forest Service; THENCE South 45 degrees 23 minutes West, and continuing with fence 732.44 feet to a pipe for corner from which a 3 inch monument for reference bears South 63 degrees 41 minutes East 24.5 feet; THENCE South 63 degrees 48 minutes 46 seconds East, and with fence at 2318.93 feet pass a fence corner in all 2343.93 feet to a 3 inch monument marked 591- 2, R.P.S. #1274, said point the Old Decatur to Greenwood Road and also being the South corner of this tract; THENCE North 5 degrees 57 minutes West, and leaving said road at 253.1 feet cross Black Creek, at 278.15 feet pass a fence corner, continuing with said fence at 2022.87 feet pass a fence corner on the South line of a lane, in all 2046.1 feet to a 3 inch monument for corner marked 591-1 R.P.S. #1274, on the North side of said lane; THENCE North 44 degrees 44 minutes West, and with a fence 605.25 feet to a pipe for corner at fence corner; THENCE South 45 degrees 50 minutes 34 seconds West, and with said fence 1315.37 feet to the place of beginning and being the same land previously referred to as called 57 aces, and known as "Tract One" of the T.J. and M.L. Moore Estate Lands in Wise County, Texas, and shall include:

all mineral interests, royalty interests, overriding royalty interests and personal property, subject only to the restrictions, exceptions, conditions and limitations, if any, (hereinafter known as the "Property").

The Property described above is to secure payment of:

Promissory Note dated December 6, 2018, in the original principal amount of \$296,080.10, executed by Shane Smith and made payable to FirstCapital Bank of Texas, N.A. ("Note").

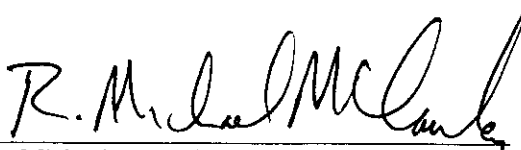
The Deed of Trust is recorded under Instrument Number 201904281 in the Official Public Records of Wise County, Texas, reference to said Deed of Trust being hereby made for all purposes; and

WHEREAS, the undersigned has been appointed as Substitute Trustee in the place and stead of Brad D. Burgess, Trustee in the aforesaid Deed of Trust, said appointment being in the manner authorized by the Deed of Trust; and

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust, the indebtedness evidenced therein is now wholly due, and the owner and holder of said indebtedness has requested the undersigned to sell the Real Property to satisfy same.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, the seventh (7th) day of July, 2020, between the hours of 10:00 o'clock a.m. and 1:00 o'clock p.m., I will sell the Property at the area of the Wise County Courthouse, Decatur, Texas, designated by the Commissioners Court for foreclosure sales or trustee's sales, with the said property being sold to the highest bidder for cash. The earliest time at which the sale will occur is 10:00 a.m., and the sale will begin no later than three (3) hours after 10:00 a.m.

WITNESS MY HAND, this 12th day of July, 2020.

  
R. Michael McCauley, Jr., Substitute Trustee