

2019-24

STATE OF TEXAS

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COUNTY OF DEWITT

**NOTICE OF FORECLOSURE SALE**

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

Foreclosure Sale:

Date: Tuesday, November 5, 2019

Time: The sale of the Property will take place between the hours of 10:00 a.m. and 1:00 p.m. local time; the earliest time at which the foreclosure sale will begin is 10:00 a.m.

Place: Dewitt County Courthouse in Cuero, Texas, in the area designated by the County Commissioners Court

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

Indebtedness: "Indebtedness" or "Loan" means, collectively, the three (3) commercial real estate loans extended to PELLETIER MANAGEMENT AND CONSULTING LLC, a Colorado limited liability company ("Borrower"), and now payable to REAL ESTATE HOLDINGS, LLC, an Oklahoma series limited liability company, for the benefit of its Series B ("Lender"), successor in interest to InterBank, an Oklahoma state banking corporation ("InterBank"), and described as follows: (1) the \$2,000,000.00 construction loan dated February 25, 2015, from InterBank to Borrower; (2) the \$500,000.00 construction loan dated April 12, 2016, from InterBank to Borrower; and (3) the \$1,000,000.00 construction loan dated March 31, 2017, from InterBank to Borrower. "Loan Documents" means collectively, all documents and instruments executed in connection with or pertaining to the Loan, including but not limited to all promissory notes, deeds of trust, mortgages, security agreements, collateral assignments, and guaranties described herein. "Note" means, collectively, (1) that certain Promissory Note (Commercial – Draw) dated February 25, 2015, executed by Borrower payable to the order of InterBank in the original face amount of \$2,000,000.00; as modified by that certain Debt Modification Agreement dated as of June 24, 2016, executed by Borrower and InterBank; and that certain Debt Modification Agreement dated as of April 4, 2017, executed by Borrower and InterBank; (2) that certain Promissory Note (Commercial – Draw) dated April 12, 2016, executed by Borrower payable to the order of InterBank in the original face amount of \$500,000.00; as modified by that certain Debt Modification Agreement dated as of April 4, 2017, executed by InterBank and Borrower; and (3) that certain Real Estate Lien Note (Variable Rate) dated March 31, 2017, executed by Borrower payable to the order of InterBank in the original face amount of \$1,000,000.00; as modified by that certain Reinstatement, Modification, Renewal and Extension Agreement dated as of November 7, 2017, executed by Borrower and InterBank.

2019-24

Filed for Record

This, the 7 day of October, 2019  
at 11:50 o'clock A M

NATALIE CARSON, COUNTY CLERK OF  
DeWitt County, Texas

DEPUTY

**NOTICE OF FORECLOSURE SALE - PAGE 1**

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Deed of Trust: that certain Deed of Trust dated as of April 12, 2016, executed by Borrower for the benefit of InterBank, and recorded on April 26, 2016 in Volume 567, Page 304-308 of the Real Property Records of Dewitt County, Texas, covering the Property, as affected by that certain Correction Instrument dated effective April 12, 2016, as executed by Matthew D. Bartosiewicz, recorded on May 24, 2018 in Volume 611, Page 285-288 in the Real Property Records of Dewitt County, Texas. InterBank has assigned the Deed of Trust, together with the notes, debts and claims thereby secured, to Lender pursuant to that certain Assignment of Deed of Trust and Mortgage dated June 7, 2019, and recorded on June 10, 2019 as Clerk's File No. 126449, Official Public Records of Dewitt County, Texas. Accordingly, Lender is the current owner and holder of the Note secured by the Deed of Trust, and the beneficiary of the Deed of Trust.

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

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, has requested Substitute Trustee to sell the Property. The Substitute Trustee has been appointed in accordance with the terms of the Deed of Trust.

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

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

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

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

Questions concerning the sale may be directed to the undersigned.

Please fax all communications regarding the sale to the attention of the Substitute Trustee at 972-716-1899 (fax), and contact the undersigned at 972-716-1888 (phone) to confirm receipt of the fax. Please assume your fax has not been received until you verbally confirm receipt thereof with our office.

**NOTICE OF FORECLOSURE SALE - PAGE 2**

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The office of the Substitute Trustee is located at: c/o Higier Allen & Lautin, P.C., 2711 N. Haskell Avenue, Suite 2400, Dallas, Texas 75204, Attention: Patrick R. Lloyd.

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

**Section 51.002(i) Notice:** Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the Lender and the sender of this notice, immediately.

EXECUTED as of September 24, 2019.

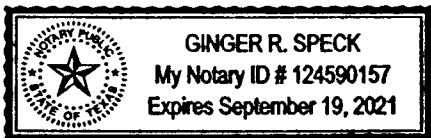


Patrick R. Lloyd, Substitute Trustee

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STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 24<sup>th</sup> day of September, 2019, by Patrick R. Lloyd, Substitute Trustee, known to me to be the person who executed this agreement in the capacity and for the purposes therein stated.



Notary Public, State of Texas

9-19-2021

My Commission Expires

[ S E A L ]

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

Attachments: Exhibit A: Property Description

**EXHIBIT A**

LEGAL DESCRIPTION  
(DEWITT COUNTY)

BEING all that certain parcel or tract of land containing 5.847 Acres out of the J.J. Tumlinson Survey A-45 located in DeWitt County Texas and being a part of that called 16.263 -Acre tract described in deed to Patrick B. Elder, et ux from Jay Lewis, et al, (Trustees of the Chisholm Trail Missionary Baptist Church) recorded in Vol.169 Page 663 in the official public records of said County, and being all of that called 0.60-Acre tract described in deed to Patrick B. Elder from Terrell W. Dahlman recorded in Vol. 186 Page 572 in said official public records; said 5.847-Acre tract that it must be a survey performed on the ground, Company will not accept an office data survey. state that it must be a survey performed on the ground, Company will not accept an office data survey. ct is more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of said 0.60-Acre tract, in the East right of way line of U.S. Highway No. 183 and Highway 77A;

THENCE with the North line of said 0.60-Acre tract the following

1. N 81 Deg, 50 Min. 40 Sec. E. 184.21 feet
2. N 88 Deg, 06 Min. 10 Sec. E, 470.75 feet to the Northeast corner of this tract and the Northwest corner of a called 4.04-Acre tract described in deed to Terrell W. Dahlman from Patrick B. Elder recorded in Vol. 186 Page 680 in said official public records;

THENCE with a line separating this tract from said 4.04-Acre tract and a called 8-Acre tract described in deed to Kathryn Leah Sanders recorded in Vol. 206 Page 819 in said official public records, S 01 Deg. 20 Min. 02 Sec. W, at a distance of 419.35 feet pass the Southwest corner of said 4.04-Acre tract and Northwest corner of said 8-Acre tract, continue same course a total distance of 570.85 feet to the Southeast corner of this tract and the Northeast corner of a 6.985-Acre tract described in deed to Pradipkumar H. Vora et ux recorded in Vol. 311, Page 223 in said official public records

THENCE with a line separating this tract from said 6.985-Acre tract, N 87 Deg. 37 Min. 36 Sec. W, 465.68 feet to the Southwest corner of this tract and the Northwest corner of said 6.985-Acre tract, in the East line of a 4.789-Acre tract described in deed to Exim General Trading, Inc. recorded in Vol. 234 Page 292 in said official public records;

THENCE with a line separating this tract from said 4.789-Acre tract, N 00 Deg 09 Min. 10 Sec. E, 73.87 feet to a corner of said 16.263-Acre tract and this land, in the Southeast line of a called 3.50-Acre tract described in deed to Bharat M. Patel recorded in Vol. 62 Page 896 in said official public records;

THENCE with the lines separating this tract from said 3.50-Acre tract the following:

1. N 57 Deg. 10 Min. 30 Sec. E, 88.04 feet to the Southeast corner of said 3.50-Acre tract;
2. N 09 Deg. 13 Min. 11 Sec. W, 359.46 feet to the Northeast corner of said 3.50-Acre tract, being the Northwest corner of said 16.263-Acre tract, in the South line of said 0.60-Acre tract;
3. S 80 Deg. 46 Min. 49 Sec. W, 212.69 feet to the Southwest corner of said 0.60-Acre tract, in the East right of way line of said U.S. Highway No. 183 and Highway 77A;

THENCE with said right of way line N 15 Deg. 49 Min. 17 Sec. E, 70.00 feet to the place of beginning and containing 5.847 Acres of land.

**EXHIBIT A**