

**Notice of Foreclosure Sale  
(Texas Property Code §51.002)**

March 8, 2018

**Deed of Trust dated April 21, 2015.**

**Grantor:** Michael R. Carr, Jr.

**Original Trustee:** Kayre Pierce

**Lender/Beneficiary:** Cross Keys Bank

**Recorded in:** Volume 18, Page 186 of the real property records of Frio County, Texas.

**Notes:** Promissory Note dated April 21, 2015 in the original principal amount of \$2,160,000.00 and Promissory Note dated April 21, 2015 in the original principal amount of \$480,000.00 executed by Padco Energy Services, LLC ("Borrower") and payable to the order of Lender, and all other indebtedness of Borrower to Lender.

**Guaranty:** Dated April 21, 2015, executed by Grantor as Guarantor to secure Borrower's debt to Lender under the Notes.

**Property:** The real property and improvements on that real property described at 1750 W. Highway 80, Dilley, Texas 78017, and all rights and appurtenances thereto. The property is more particularly described in and mortgaged in the Deed of Trust, and on the attached Exhibit A

**Legal Description:** See Exhibit A which is incorporated by reference.

**Substitute Trustees:** Vanessa Ramos and George Roddy Jr

**Substitute Trustee's Address:** Roddy Real Estate Investing Academy, 1415 Legacy Drive, Suite 350L, Frisco, Texas 75033

**Foreclosure Sale Date:** Tuesday, April 3, 2018.

**Time:** The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 10:00 a.m. and not later than three

FILED  
At 11:20 o'clock A M  
This 9 day of 3 18  
Angie Tullis  
Clerk County Court FRIO COUNTY, TX  
By: [Signature]

hours thereafter.

**Place:** Frio County Courthouse, 500 E San Antonio Street, Pearsall, Texas 78061 – the North Door or such other place as may be as designated by Commissioner's Court per §51.002 of the Texas Property Code.

**Terms of Sale:** The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust and Amended Deed of Trust.

Default has occurred in the payment of the Notes and Guaranty and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Notes, has requested Substitute Trustee to sell the Property.

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 Lender's rights and remedies under the Deed of Trust.

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

If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust and by Lender. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "**AS IS,**" without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

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

**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.**



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Kessler & Collins, PC  
2100 Ross Avenue, Suite 2100  
Dallas, Texas 75201  
214-379-0735  
Attorney for Cross Keys Bank

**C&W<sub>α</sub>**  
**Surveying**

P.O. Box 682202  
San Antonio, Texas 78208  
210-633-2097 210-690-8241 FAX

**METES AND BOUNDS DESCRIPTION OF**

5.000 acres partially situated in the Juan Casanova Survey No. 329 and partially in the L.I.M.& C. Co. Survey No. 18, being out of a 20.07 acre tract conveyed to Steven Mark Smith and wife Danielle J. Smith as recorded in volume 135, page 338, of the Official Public Records of Frio County, Texas and being more particularly described by metes and bounds as follows:

- BEGINNING** at an iron rod set 489.37 feet northerly from a 1/2" iron rod with Howard cap found at the southwest corner of said 20.07 acres, on the east line of a 80 foot wide right-of-way easement and on the west line of the 20.07 acres;
- THENCE** North 15° 06' 50" East a distance of 318.32 feet along the last said lines to a 1/2" iron rod with Howard cap found at the beginning of a curve to the right;
- THENCE** 242.17 feet along said curve, having a radius of 150.00 feet, a central angle of 92° 30' 11", a chord bearing North 61° 26' 11" East and a distance of 216.71 feet to a 1/2" iron rod with Howard cap found on the north line of the 20.07 acres and the south line of the right-of-way easement;
- THENCE** South 72° 17' 56" East a distance of 318.16 feet along last said lines to the northeast corner of the herein described tract;
- THENCE** South 15° 51' 57" West a distance of 473.37 feet across the 20.07 acres to the southeast corner of the herein described tract;
- THENCE** North 72° 13' 56" West a distance of 468.86 feet across the 20.07 acres to the Point of Beginning.

I, Kevin Ray Wilson, hereby certify that these field notes were prepared from an on the ground survey made under my direction and supervision on February 13, 2014.

*Kevin Ray Wilson*

Kevin Ray Wilson,  
Registered Professional Land Surveyor  
No. 5787



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EXHIBIT **A**