

Lender: Hillcrest Bank, a division of NBH Bank

Trustee: Brian C. Mitchell

Secures: Promissory Note dated May 26, 2017, made by Borrowers payable to the order of Lender in the maximum principal amount of \$990,000.00; Loan Agreement, performance of all obligations of Borrowers under the Loan Agreement; Deed of Trust, payment of all sums advanced by Lender to or for the benefit of Borrowers; Other Indebtedness, payment of all other indebtedness, of whatever kind or character, now owing or that may hereafter become owing by Borrowers to Lender.

Recording: Recorded October 3, 2019, in the Real Estate Records of Frio County, Texas (the "Records"), as Instrument No. 0155698

Property: All real property, improvements and personal property described as collateral in the Deed of Trust (defined above); the legal description of the real property is also, for the sake of convenience only, described in Exhibit A attached hereto and made a part hereof for all purposes; however, the description of the real property, improvements and personal property in the Deed of Trust will control to the extent of any conflict or any deficiency in such description contained in this Notice of Substitute Trustee's Sale, it being the intent that the Substitute Trustee's Sale will cover all property, real, personal, tangible and intangible, which constitutes collateral under, and described in, the Deed of Trust.

Foreclosure Sale:

Date of Sale: **Tuesday, November 3, 2020**

Time of Sale: The sale of the Property will take place between the hours of 10:00 a.m. and 4:00 p.m. local time; the earliest time at which the sale will take place is 10:00 a.m., and the sale will begin within three hours thereafter.

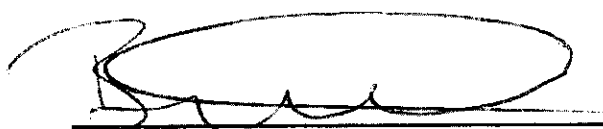
Place of Sale: The north door of the Courthouse and its steps at the Frio County Courthouse, located at 500 East San Antonio Street, Pearsall, Texas 78061, OR in such other area designated by the Commissioner's Court of Frio County, Texas, where foreclosure sales are to take place, pursuant to Section 51.002 of the Texas Property Code (it being understood that such sale may move inside the building in the event of inclement weather).

Holder has appointed Brian C. Mitchell, Jay L. Krystinik, Clark A. Donat, and each of them acting alone as Substitute Trustees under the Deed of Trust upon the contingency and in the manner outlined by the Deed of Trust and in accordance with Chapter 51 of the Texas Property Code. Default has occurred pursuant to the provisions of the Deed of Trust. The indebtedness evidenced by the Note is now wholly due. Holder has instructed Substitute Trustees, and each of them acting alone, to sell the Property toward the satisfaction of the Note.

The Deed of Trust may encumber both real and personal property. Notice is hereby given of Holder's election to proceed against and sell all the real property and any personal property described in the Deed of Trust in accordance with any and all of the Holder's rights and remedies under the Deed of Trust.

Notice is hereby given that on the Date of Sale, at the Time of Sale, Substitute Trustees, or any of them acting alone, will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "AS IS" and further subject to any valid leases of the Property, which leases shall not terminate as a result of the sale. THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION OR QUIET ENJOYMENT OR THE LIKE FOR THE PERSONAL PROPERTY INCLUDED IN THE SALE. Holder may bid by credit against the indebtedness secured by the Deed of Trust. The Substitute Trustee(s) conducting the Substitute Trustee's Sale may, at their option, postpone the sale for a reasonable time to permit the highest bidder (if other than Holder) to produce cash to pay the purchase price bid, and the sale may be resumed if the bidder fails to produce cash to pay the purchase price within such time period, provided in any event the sale shall be concluded no later than 4:00 P.M. local time.

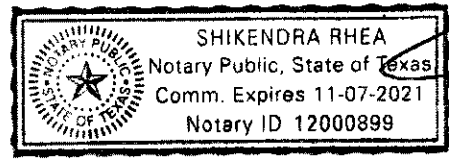
16 IN WITNESS WHEREOF this Notice of Substitute Trustee's Sale has been executed on this the 16 day of October, 2020.

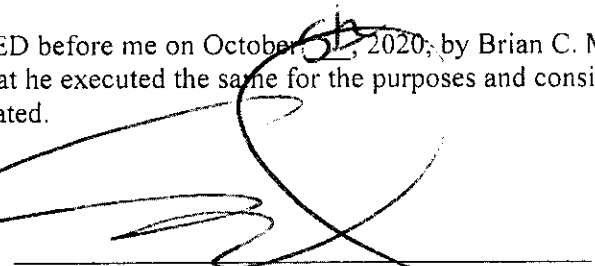


Brian C. Mitchell, Substitute Trustee

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was ACKNOWLEDGED before me on October 16, 2020, by Brian C. Mitchell, Substitute Trustee, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.





Notary Public in and for the State of Texas

Name

EXHIBIT A

Legal Description

TRACT ONE:

The North one-half (1/2) of Lot Nine (9); the North one-half (1/2) of the West 26 feet of Lot Eight (8); the North 48.75 feet of the East Four (4) Feet of Lot Eight (8); the North 48.75 feet of Lot Six (6); the North 48.75 feet of Lot Seven (7); the North 48.75 feet of the West Eight (8) feet of Lot Five (5), all in Block Nine (9), ORIGINAL TOWN OF COTULLA in La Salle County, Texas, as per map or plat recorded in Volume A, Page 420, La Salle County Map Records, being that same certain tract described in conveyance documents to Richard H. Hood, M.D., et ux., recorded in Volume 364, Pages 503-504 La Salle County Deed Records, La Salle County, Texas.

TRACT TWO:

Lots Seven (7) and Eight (8) in Block Five (5) of the City of Dilley, Frio County, Texas; said Block 5 also being designated as City Clock Five (5) according to a plat of the City of Dilley recorded in Volume 87, Page 243 of the Deed Records of Frio County, Texas.

TRACT THREE:

Lot One (1) in Block Lettered "O" of the City of Pearsall, Frio County, Texas, according to plat of said city recorded in Envelope No.14 of the Map and Plat Records of Frio County, Texas.

TRACT FOUR:

Lots Five (5) and Six (6) in Block Lettered "L" of the City of Pearsall, Frio County, Texas, according to a plat of said city recorded in Envelope No. 14 of the Map and Plat Records of Frio County, Texas.

TRACT FIVE:

1.14 acres of land, more or less, in the City of Pearsall, Frio County, Texas, and being described by metes and bounds in Deed dated May 25, 2005 executed by Union Pacific Railroad Company to Caminos Encinos, Ltd. recorded in Volume 47, Page 602 of the Official Public Records of Frio County, Texas, and described by metes and bounds on Exhibit "B" attached hereto.

TRACT SIX:

The Surface Estate Only of all of Lots Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fourteen (14) in Block Five (5) of the City of Dilley, Frio County, Texas; said Block 5 also being designated as City Block Five (5) according to a plat of the City of Dilley recorded in Volume 87, Page 243 of the Deed Records of Frio County, Texas