

00025

SCANNED

POSTED

APR 06 2021

NOTICE OF TRUSTEE'S SALE

COUNTY CLERK
ELLIS COUNTY, TEXAS

“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.”

Date: March 18, 2021

CONTRACT FOR DEED:

DATE: February 1, 2001

BUYER: Ronald Holcomb and Tamara Holcomb

SELLER: Landco Investments, Inc.

COUNTY WHERE PROPERTY IS LOCATED: Ellis

PROPERTY: See Exhibit “A” attached hereto and incorporated herein by reference for all purposes.

HOLDER: Landco Investments, Inc.
P.O. Box 69
Key Biscayne, Florida 33149

TRUSTEE: Robert J. Rockett or Cathyrine L. Rockett

SENDER OF NOTICE: Robert J. Rockett
307 W. 7th Street #1719
Fort Worth, Texas 76102


DATE OF SALE (first Tuesday of month): May 4, 2021

EARLIEST TIME OF SALE OF PROPERTY: 10:00 a.m.

PLACE OF SALE OF PROPERTY: Steps of the Ellis County Courthouse, Waxahachie, Ellis County, Texas.

Default has occurred in the Contract for Deed. Buyer has failed to cure the default after notice, and the period to cure has expired. Seller, the owner and holder of the Contract for Deed, has designated Trustee to post, file, and serve notice of the sale and conduct the sale as prescribed by section 51.002 of the Texas Property Code.

Trustee will sell the Property at public auction to the highest bidder for cash at the Place of Sale on the Date of Sale to satisfy the unpaid balance of the Contract for Deed. The earliest time the sale will begin is the Time of Sale, and the sale will be conducted no later than three hours after that time.

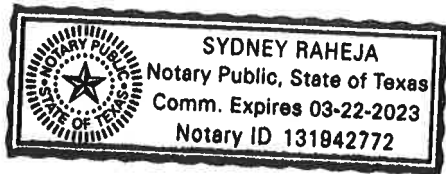



Robert J. Rockett, Trustee

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Robert J. Rockett known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on March 18, 2021.





NOTARY PUBLIC
STATE OF TEXAS

After recording, return to:

Robert J. Rockett
307 West Seventh Street, Suite 1719
Fort Worth, Texas 76102

EXHIBIT "A"

SURVEY PLAT

HOLCOMB

STATE OF TEXAS:
COUNTY OF ELLIS:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE BENJAMIN BARTON SURVEY, A-137, ELLIS COUNTY, TEXAS AND BEING PART OF A 13.55 ACRE TRACT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

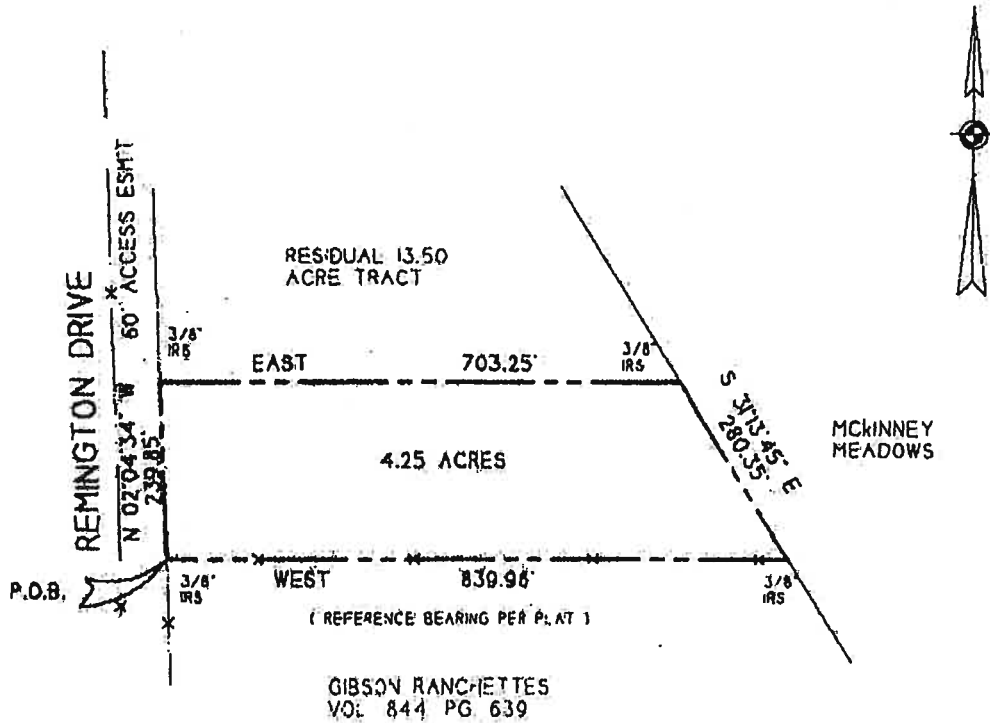
BEGINNING AT A 3/8 INCH IRON ROD SET IN THE EAST LINE OF REMINGTON DRIVE (60' R.O.W.), SAID IRON ROD ALSO BEING THE NORTHWEST CORNER OF GIBSON RANCHETTES RECORDED IN VOLUME 844, PAGE 639 AND BEING THE SOUTHWEST CORNER OF SAID 13.55 ACRE TRACT:

THENCE NORTH 02 DEGREES 04 MINUTES 34 SECONDS WEST ALONG THE EAST R.O.W. LINE OF SAID REMINGTON DRIVE, 239.85 FEET TO A 3/8 INCH IRON ROD SET FOR CORNER:

THENCE EAST ACROSS SAID 13.55 ACRES, 703.25 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER IN THE WEST LINE OF MCKINNEY MEADOWS:

THENCE SOUTH 31 DEGREES 13 MINUTES 45 SECONDS EAST, ALONG THE WEST LINE OF MCKINNEY MEADOWS, 280.35 FEET TO A 3/8 INCH IRON ROD SET FOR CORNER IN THE NORTH LINE OF SAID GIBSON RANCHETTES:

THENCE WEST ALONG THE NORTH LINE OF SAID GIBSON RANCHETTES, 839.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.25 ACRES OF LAND,



I, PAUL A. HIDALGO, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON ACCURATELY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON THE GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION.

Paul A. Hidalgo

SCALE: 1" = 200'

DATE: 8-22-01

FOR: LAND HEADQUARTERS

358A

PAUL A. HIDALGO
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4490
RT. 7 BOX 533
WILLS POINT, TEXAS 75169
10031 877-6277

SCANNED

POSTED

APR 12 2021

COUNTY CLERK
ELLIS COUNTY, TEXAS

00026

NOTICE OF FORECLOSURE SALE

Notice is hereby given of a public nonjudicial foreclosure sale.

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

All property (real, personal or otherwise) described in the Deed of Trust (as hereinafter defined), together with the rights, appurtenances and improvements thereto, 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 (or its predecessor in interest, as applicable), then said released property shall be excluded from the property sold at foreclosure.

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

Date: **Tuesday, May 4, 2021.**

Time: The sale shall begin no earlier than **1:00 p.m.** (local time) or no later than three hours thereafter. The sale shall be completed by no later than **4:00 p.m.** (local time).

Place: **The sale will take place at the Ellis County Courthouse in Waxahachie, Texas, in the area designated by the Ellis County Commissioner's Court; or if no area has been so designated, in the southeast porch of the Ellis County Courthouse.**

The Deed of Trust permits the Lender (as hereinafter defined) 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 and/or Texas Business and Commerce Code or other applicable law. Such reposting or refileing may be after the date originally scheduled for this sale.

3. Terms of Sale. The sale will be conducted as a public auction, being conducted pursuant to the power of sale granted in the Deed of Trust. The Property will be sold to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting Lender's bid to 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 on the day the property is sold and 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 urged to examine the applicable property records to determine the nature and extent of such matters, if any.

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 and Section 9.604(a) of the Texas Business and Commerce Code.

4. Type of Sale. The sale is a nonjudicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by that certain Deed of Trust (the "Deed of Trust") recorded under Instrument No. 1513905 in the Real Property Records of Ellis County, Texas, and executed by Kevin Williams and wife, Amanda Williams (whether one or more, the "Grantor"), for the benefit of InterBank, an Oklahoma banking corporation ("Lender"), covering the property described above, as affected by (i) that certain Reinstatement, Modification, Renewal and Extension Agreement, dated June 16, 2016, executed by Grantor, recorded as Instrument No. 1624087 in the Real Property Records of Ellis County, Texas, (ii) that certain Reinstatement, Modification, Renewal and Extension Agreement, dated June 16, 2017, executed by Borrower and AMANDA WILLIAMS, recorded as Instrument No. 1727268 in the Real Property Records of Ellis County, Texas, (iii) that certain Reinstatement, Modification, Renewal and Extension Agreement, dated February 16, 2018, executed by Borrower and AMANDA WILLIAMS, recorded as Instrument No. 1814320 in the Real Property Records of Ellis County, Texas, (iv) that certain Reinstatement, Modification, Renewal and Extension Agreement, dated February 16, 2019, executed by Borrower and AMANDA WILLIAMS, recorded as Instrument No. 1914384 in the Real Property Records of Ellis County, Texas, and (v) that certain Reinstatement, Modification, Renewal and Extension Agreement, dated April 16, 2019, executed by Borrower and AMANDA WILLIAMS, recorded as Instrument No. 1923178 in the Real Property Records of Ellis County, Texas (collectively, the "Modifications").

5. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively, the "Indebtedness") including but not limited to the unpaid principal and interest owing on that certain Promissory Note (the "Note") dated on or about June 16, 2015, in the maximum principal amount of \$673,200.00, executed by Kevin Williams and payable to the order of Lender, and all renewals, modifications and extensions of the Note, including but not limited to the Modifications. Lender is the current owner and holder of the Note and the Indebtedness and is the beneficiary under the Deed of Trust.

Questions concerning the sale may be directed to the undersigned or to the Lender:

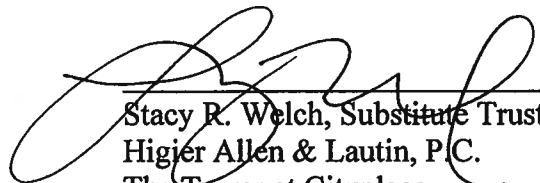
InterBank
P.O. Box 1459
Midlothian, Texas 76065

Attention: Gage Roland
Phone: 972-775-2207
Fax: 469-537-7025

6. Default and Request To Act. Default has occurred in the payment of the Indebtedness and in the performance of the obligations of the Deed of Trust. Because of that default, Lender has requested Substitute Trustee to sell the Property. The Substitute Trustee has been appointed in accordance with the terms of the Deed of Trust. Notice is given that before the sale Lender may appoint another person as substitute trustee to conduct the sale.


7. Armed Forces 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.

DATED: April 7, 2021.


Stacy R. Welch, Substitute Trustee
Higier Allen & Lautin, P.C.
The Tower at Cityplace
2711 N. Haskell Ave., Suite 2400
Dallas, Texas 75204
Telephone: 972.716.1888
Fax: 972.770.7849

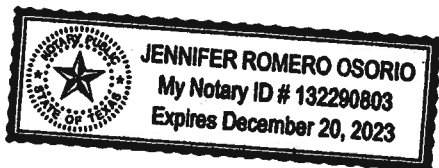
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 7th day of April, 2021, by Stacy R. Welch, 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
12/20/2023

My Commission Expires



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

Attachment:
Exhibit A: Property Description

*****PLEASE FAX ALL COMMUNICATIONS REGARDING THIS MATTER TO THE
SUBSTITUTE TRUSTEE AT 972.770.7849 (FAX), NOTE THE SUBSTITUTE
TRUSTEE'S NAME ON YOUR COVER SHEET AND CONTACT THE SUBSTITUTE
TRUSTEE AT 972.716.1888 (PHONE) TO CONFIRM RECEIPT. PLEASE ASSUME
YOUR FAX HAS NOT BEEN RECEIVED UNTIL YOU VERBALLY CONFIRM
RECEIPT THEREOF WITH OUR OFFICE. THANK YOU IN ADVANCE FOR YOUR
COOPERATION.*****

EXHIBIT A

PROPERTY DESCRIPTION

All those certain lots, tracts, or parcels of land being known and designated as Lots 9, 10, and 11, of Waters Edge, an addition to the City of Midlothian, Ellis County, Texas, according to the Final Plat thereof recorded in Cabinet I, Slides 293 and 294, Plat Records, Ellis County, Texas.

00027

SCANNED

POSTED

APR 12 2021

COUNTY CLERK
ELLIS COUNTY, TEXAS

Notice of Foreclosure Sale

April 9, 2021

Deed of Trust ("Deed of Trust"):

Dated: August 28, 2019

Grantor: Fidel Chavez, Cecilia Villanueva and Ysidoro Chavez

Trustee: John C. Wray

Lender: Ronny Caldwell

Recorded in: Instrument Number 1925650 on August 30, 2019 in the real property records of Ellis County, Texas

Legal Description: Lot 27, of Green Acres Addition, an addition to the City of Palmer, Ellis County, Texas, according to the map thereof recorded in Cabinet A, Slide 500, of the Plat Records, of Ellis County, Texas, SAVE AND EXCEPT a tract or parcel of land situated in Ellis County, Texas, and being part of Lot 27 of Green Acres Addition, an addition to the City of Palmer as recorded in Cabinet A, Slide 500 of the Plat Records of Ellis County and also being part of that tract of land conveyed to Fidel Chavez, Cecilia Villanueva and Ysidoro Chavez by deed recorded in Volume 2450, Page 976 of the Official Public Records of Ellis County and being more particularly described as follows:

BEGINNING at a point for corner at a 1/2" iron rod set at the southwesterly corner of said Lot 27 and also being the southeasterly terminus corner of Willow Creek Road;

THENCE North 1 deg 44' 05" West along the easterly line of Willow Creek Road a distance of 80.06 feet to a point for corner at a 1/2" iron rod set;

THENCE South 89 deg 33' 13" East a distance of 50.04 feet to a point for corner at a 1/2" iron rod set;

THENCE South 1 deg 44' 05" East a distance of 80.06 feet to a point for corner at a 1/2" iron rod set in the southerly line of said Lot 27;

THENCE North 89 deg 33' 13" West along the southerly line of said Lot 27 a distance of 50.04 feet to THE PLACE OF BEGINNING and containing 0.0919 acre.

Secures: Real Estate Lien Note ("Note") in the original principal amount of \$35,000.00, executed by Fidel Chavez, Cecilia Villanueva and

Ysidoro Chavez ("Borrower") and payable to the order of Lender and all other indebtedness of Borrower to Lender

Property: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, including the real property described above under Legal Description, and all rights and appurtenances thereto

Substitute Trustee: Ross Massengill

Substitute Trustee's Address: 101 South Dallas, Suite 200, P.O. Box 217, Ennis, Texas, 75120

Foreclosure Sale:

Date: Tuesday, May 4, 2021

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 hours thereafter.

Place: Ellis County Courthouse in Waxahachie, Texas, at the following location: On the Courthouse steps outside of the southeast Courthouse door of the Ellis County Courthouse (main location), 101 W. Main Street, Waxahachie, Texas 75165.

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 Ronny Caldwell's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

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, Ronny Caldwell, the owner and holder of the Note, 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 Ronny Caldwell's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Ronny Caldwell's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

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 Ronny Caldwell 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 by Ronny Caldwell. 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.



Ross Massengill
Attorney for Ronny Caldwell
101 South Dallas, Suite 200, P.O. Box 217
Ennis, Texas 75120
Telephone (972) 878-9105
Telecopier (972) 878-0554

Ross/forecl/Caldwell Ronny/Chavez 349 Willow Creek/notice of sub-trustee sale 04092021.doc

SCANNED

POSTED

00028

APR 13 2021

COUNTY CLERK
ELLIS COUNTY, TEXAS

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

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.

Notice is hereby given that a public sale auction of the Property (as that term is defined below) will be held at the date, time, and place specified herein.

Information regarding the indebtedness and deed of trust lien that is the subject of this appointment:

Promissory Note:

Date: June 25, 2019
Borrower(s): Blackstone Developers, LLC
Payee: ABLP REIT, LLC
Original Principal Amount: \$3,500,000.00

Deed of Trust:

Date: June 25, 2019
Borrower(s): Blackstone Developers, LLC
Trustee: Tolesoaz Corp. d/b/a Total Lender Solutions
Recorded in: Document Number 1918037, Ellis County, Texas

Property:

See Exhibit A.

Which currently has the address of

**205 South Main Street
Red Oak, Texas 75154
["Property Address"]**

Present Owner of Promissory Note(s) and Beneficiary under Deed of Trust:

ABLP REIT, LLC

Information regarding the public sale to be held:

Substitute Trustee: Matt Giadrosich; Jeffrey Leaverton; John Easter
PADFIELD & STOUT, LLP
420 Throckmorton Street, Suite 1210
Fort Worth, Texas 76102

Appointed by written instrument dated January 21, 2021, and recorded or to be recorded in the Official Public Records of Ellis County, Texas.

Date of Sale: May 4, 2021, being the first Tuesday in said month.

Time of Sale: The earliest time at which the sale will occur is 10:00 a.m., Red Oak, Texas local time, but in no event later than 3 hours thereafter.

Place of Sale: Ellis County Courthouse, Texas, 101 W. Main Street, Waxahachie, Texas 75165 OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE.

Default has occurred in the payment of the indebtedness evidenced by the Promissory Note. Because of such default, ABLP REIT, LLC appointed a Substitute Trustee and has requested the Substitute Trustee to enforce the Deed of Trust.

Therefore, notice is given that, on the date and time and at the place set forth hereinabove, I, as Substitute Trustee, will sell the above-referenced Property by public sale to the highest bidder for cash in accordance with the Deed of Trust and the laws of the State of Texas.

Prospective bidders are advised to make their own examination of title to the Property to determine the existence of any easements, restrictions, liens, or other matters affecting the title to the Property. Neither Substitute Trustee nor ABLP REIT, LLC make any representation of warranty (express or implied) regarding the title to or the condition of the Property. The Property to be sold at the public sale will be sold in its present "AS IS" condition and subject to all ad valorem taxes then-owing with respect to the Property.



John Easter, Substitute Trustee

EXHIBIT "A"

Lot 2R, Block B, REPLAT OF LOT 2R in BLOCK B OF RED OAK BUSINESS PARK NO. 1 (Being a Replat of Lot 2 in Block B of RED OAK BUSINESS PARK NO. 1 and 4.038 acres in the S. Billingsley Survey, Abstract No. 77) , an Addition to the City of Red Oak, Ellis County, Texas, according to the Map or Plat recorded in Volume G, Page 244, Map Records of Ellis County, Texas.

00029

SCANNED

POSTED

APR 13 2021

NOTICE OF FORECLOSURE SALE

COUNTY CLERK
ELLIS COUNTY, TEXAS

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

Tract 1 – 3.553 acres out of the John Hamilton Survey

Tract 2 – 3.5783 acres out of the John Hamilton Survey

Tract 3 – 3.004 acres out of the Jack McKay Survey

~~Such tracts are more completely described on Exhibit A hereto which is made a part hereof for all purposes.~~ In addition, the Secured Party hereinafter identified may also offer certain personal property for sale as described in UCC Financing Statement (document number 613980760002) filed in the office of the Secretary of State of Texas on July 6, 2015. See Paragraph 6, hereto. JLW

2. Instrument to be Foreclosed. The instrument to be foreclosed is the Deed of Trust effective as of June 24, 2015, recorded as Instrument 1514761 in the Official Public Records of Ellis County, Texas and corrected as of January 22, 2016, and re-recorded as Instrument 1611074 in the Official Public Records of Ellis County, Texas.

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

Date: May 4 2021

Time: Not earlier than 10:00 a.m. or within three hours thereafter

Place: Ellis County Courthouse, Waxahachie, Texas, at the following location: THE SOUTH PORCH OF THE COURTHOUSE OF ELLIS COUNTY OR AS DESIGNATED BY THE ELLIS COUNTY COMMISSIONERS COURT.

The Deed of Trust permits the mortgagee of record 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.

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 mortgagee of record to have the bid credited to the Note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale. Pursuant to the Deed of Trust, the mortgagee 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 warranty 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.

5. *Obligations Secured.* The Deed of Trust executed by C. C. Crawford Retreading Company, Inc., a Texas corporation (“Crawford”), and all of the interest of Freestone Resources, Inc., a Nevada corporation (“Freestone”), as the Guarantor of that certain amended Promissory Note dated February 24, 2017, issued by Freestone which provides that it secures the payment of the indebtedness in the original principal sum of \$1,382,064.00 and obligations therein described included but not limited to (a) the Promissory Note, and (b) all renewals and extensions of the Note. Infinity Web Services 401k Profit Sharing Plan is the current holder of the Note and the mortgagee of the Note and Deed of Trust.

6. *Personal Property to be Sold.* All of the interest of Crawford and all of the interest of Freestone, in and to the following (hereinafter, collectively, the “Collateral”):

- (a) all accounts;
- (b) all general intangibles, including, without limitation, all intellectual property;
- (c) all goods, including, without imitation, inventory and equipment;
- (d) all real property and fixtures;
- (e) all chattel paper, including, without limitation, all tangible and electronic chattel paper;
- (f) all instruments, including, without limitation, all promissory notes;
- (g) all documents;
- (h) all deposit accounts;
- (i) all letters of credit, banker’s acceptances, and similar instruments and all letter of credit rights;
- (j) all supporting obligations and all present and future liens, security interests, rights, remedies, title and interest in, to and in respect of accounts and other Collateral including (i) rights and remedies under or relating to guaranties, contracts of suretyship, letters of credit and credit and other insurance related to the Collateral, (ii) rights of stoppage in transit, repleven, repossession, reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, (iii) goods described in invoices, documents, contracts or instruments, with respect

to, or otherwise representing, accounts, or other Collateral, including returned, repossessed or reclaimed goods, and (iv) deposits by and property of Crawford or other persons securing the obligations of Crawford;

- (k) all (i) investment property (including securities, whether certificated or uncertificated, securities accounts, security entitlements, commodity contracts or commodity accounts) and (ii) monies, credit balances, deposits and other property of Crawford now or hereinafter held or received by or in transit to the hereinafter identified Lender or any of its affiliates or at any other depository or other institution from or for the account of Crawford;
- (l) all commercial torts claims;
- (m) all books and records; and
- (n) all products and proceeds of the foregoing, in any form, including insurance proceeds and all claims against third parties for loss or damage to or destruction of or other involuntary conversion of any kind or nature of any or all of the Collateral.

7. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Security Agreement permitting the Creditor to have the bid credited to the Note up to the amount of the unpaid debt secured by the Security Agreement at the time of sale. Pursuant to the Security Agreement, the Creditor has the right to direct the Agent to sell the Collateral in one or more lots and/or to sell all or only part of the Collateral. The Collateral will be sold in AS IS, WHERE IS condition, without any express or implied warranties, whatsoever, except as to the warranty of title, if any, provided for under the Security Agreement. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Collateral.

In its sole discretion, and, without notice, the Creditor hereinafter identified may postpone, withdraw or reschedule the sale for another day.

8. Obligations Secured. The Security Agreement executed by Crawford as the Guarantor of that certain amended Promissory Note dated February 24, 2017, issued by Freestone provides that it secures the payment of the indebtedness in the original principal sum of \$1,382,064.00 and obligations therein described included but not limited to (a) the Promissory Note, and (b) all renewals and extensions of the Note. Infinity Web Services 401k Profit Sharing Plan (hereinabove, the "Creditor") is the current Creditor and the holder of the Promissory Note.

9. *Substitute Trustee Appointed to Conduct the Sale.* In accordance with Section 51.0076 of the Texas Property Code, by Notice of Foreclosure Sale filed in the records of the County Clerk of Ellis County, Texas on January 11, 2019, the undersigned attorney for the mortgagee has been named and appointed as Substitute Trustee to act under and by virtue of said Deed of Trust. Further, the undersigned attorney has been appointed by the Creditor to conduct the sale of the Collateral.

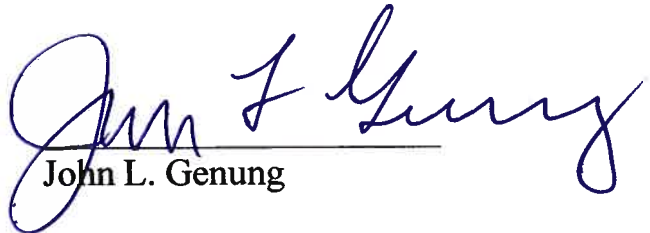
THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY AND AUTHORIZED AGENT FOR THE MORTGAGEE UNDER THE DEED OF TRUST AND THE AUTHORIZED AGENT FOR THE CREDITOR UNDER THE SECURITY AGREEMENT.



John L. Genung
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Tyler, Texas 75703
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214 202-4756

Certificate of Posting

I am John L. Genung whose address is 1857 Stonecrest Blvd., Unit 1104, Tyler, Texas 75703. I declare under penalty of perjury that on April 13, 2021, I filed this Notice of Foreclosure at the office of the Ellis County Clerk and caused it to be posted at the location directed by the Ellis County Commissioners Court.



John L. Genung