

AT 8:30 FILED A o'clock M

**NOTICE OF FORECLOSURE SALE**

MAY 12 2017

JC Perez III, So. Clk., Jim Wells Co., Texas  
By *[Signature]* Deputy

Date: May 10, 2017

**Deed of Trust, Security Agreement and Assignment of Rents (the "Deed of Trust")**

Date: May 17, 2012  
 Grantor: Loomis International, Inc.  
 Beneficiary: Texas Citizens Bank, N.A.  
 Trustee: Michael L. Cornett  
 Substitute Trustee: James William Freyer  
 Substitute Trustee: Mark R. Paisley  
 County where property is located: Jim Wells  
 Recorded in: County Clerk's Document No. 417938, Real Property Records of JIM WELLS County, Texas

Property: A 6.26 acre tract of land being the residue of the South 10 acres of Farm Block Eighty-five (85), of the S.A. & A.P. Townsite Company Subdivision surrounding the Town of Alice, Jim Wells County, Texas, according to a map or plat thereof of record in Volume 1, Page 62 of the Transcribed Map Records of Jim Wells County, Texas, being part of the Lavaca Grant, Jim Wells, County, Texas; being the same 10 acres of land conveyed to Humble Pipe Line Company by Philippa G. Landstreet by deed dated July 23, 1945, and recorded in Volume 88, Pages 338-339, Deed Records of Jim Wells County, Texas, LESS that certain 3.74 acre tract subdivided as Houaco Heights and shown by map dated May 13, 1955, being recorded July 15, 1955, in Volume 5, Page 23, Map Records of Jim Wells County, Texas; said 6.26 acre tract of land being more particularly described by metes and bounds as follows:

Commencing: At a fence corner post for the Southwest corner of said Farm Block Number Eighty-five (85) and for the Southwest corner of said 10 acre tract for the POINT OF BEGINNING, the Southwest corner of this 6.26 acre tract of land;

Thence, NORTH, with the West line of said 10 acre tract, generally with remnants of a wire fence, a distance of 660.0 feet to a 3/4" iron rod found beside a steel pipe fence corner post for the Northwest corner of said 10 acre tract for the Northwest corner of this 6.26 acre tract of land;

Thence, EAST, with the North line of said 10 acre tract, generally with a 6 foot high chain link fence, a distance of 660.0 feet to a nail set in a tree root on the West right-of-way line of N. Goliad Street for the Northeast corner of said 10 acre tract for the Northeast corner of this 6.26 acre tract of land;

Thence, SOUTH, with the West right-of-way line of N. Goliad Street (50 foot wide right-of-way) and with the East line of said 10 acre tract, generally with a 6 foot high chain link fence, a distance of 208.0 feet to a 3/4" iron rod found by a steel pipe fence corner post for the Northeast corner of said 3.74 acre tract subdivided as Houaco Heights for the upper Southeast corner of this 6.26 acre tract of land;

Thence, WEST, with the North line of said 3.74 acre tract subdivided

as Houaco Heights, generally with a 6 foot high chain link fence, a distance of 360.0 feet to a 1" iron rod found for the Northwest corner of Houaco Heights for an inner corner of this 6.26 acre tract of land;

Thence, SOUTH, with the West line of said 3.74 acre tract subdivided as Houaco Heights, generally with remnants of a wire fence, a distance of 452.0 feet to a 3/4" iron rod in concrete found on the South line of said 10 acre tract for the Southwest corner of said 3.74 acre tract subdivided as Houaco Heights for the lower Southeast corner of this 6.26 acre tract of land;

Thence, WEST, with the South line of said 10 acre tract, generally with a wire fence, a distance of 300.0 feet to the POINT OF BEGINNING, containing 6.26 acres of land, more or less.

together with (a) all rights, title, interests, estates, reversions and remainders owned and to be owned by Grantors in and to the above described premises and in and to the properties covered hereby and all lands owned or to be owned by Grantors next or adjacent to any land herein described or herein mentioned; (b) all buildings and improvements now or hereafter located on the lands described or mentioned; (c) all rights, titles and interests now owned or hereafter acquired by Grantors in and to all easements, streets and rights-of-way of every kind and nature adjoining the said lands, and all public or private utility connections thereto, and all appurtenances, servitudes, rights, ways, privileges and prescriptions thereunto; (d) all escrowed funds, if any, (e) all goods, equipment, fixtures, inventory, machinery, furniture, furnishings and other personal property that is now owned or hereafter acquired by Grantors and now or hereafter affixed to, or located on, the above described real estate and used or usable for any present or future operation of any building or buildings now or hereafter located on said lands, including without limitation, all rights, titles and interests of Grantors in and to any such personal property that may be subject to any title retention or security agreement superior in lien or security interest to the lien or security interest of this Deed of Trust; (f) all permits, licenses, franchises, certificates, utility commitments, and/or reservations, wastewater capacity reservations and other rights and privileges obtained in connection with the property described herein; (g) all rights, titles and interests of Grantors in and to all timber to be cut, or crops to be harvested, from the real estate covered hereby and all minerals in, under, and upon, produced and to be produced from said real estate; and without limitation of the foregoing, any and all rights, rents, revenues, benefits, leases, contracts, accounts, general intangibles, money, instruments, documents, tenements, hereditaments and appurtenances now or hereafter owned by Grantors and appertaining to, generated from, arising out of or belonging to the above-described properties or any part thereof.

Including all personal property secured by the Security Agreement included in the Deed of Trust.

Secures:

Real Estate Lien Note ("Note") in the original principal amount of \$1,170,000.00, executed by Loomis International, Inc. ("Borrower") and payable to the order of Beneficiary (sometimes referred to as "Lender"), and all other indebtedness of Borrower to Lender.

Guaranty: The Note and all other indebtedness of Borrower to Lender is guaranteed by a Continuing Guaranty Agreement dated May 17, 2012, and executed by Larry C. Johnson in favor of Lender.

Substitute Trustee: James William Freyer  
Trustee's Street Address: 14200 Gulf Freeway, Suite 101  
Houston, Texas 77034  
Harris County

Substitute Trustee: Mark R. Paisley  
Trustee's Street Address: 601 East Main Street, Fourth Floor  
Alice, Texas 78332  
Jim Wells County

1. Property to be Sold. The above-described Property.
2. Instrument to be Foreclosed. The Deed of Trust, Security Agreement and Assignment of Rents described above.

3. Foreclosure Sale:

Date: Tuesday, June 6, 2017.

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: The South door of Jim Wells County Courthouse.

4. 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 Beneficiary'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, Beneficiary, the owner and holder of the Note, has requested Substitute Trustees (acting collectively or individually) to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Beneficiary's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Beneficiary'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, the Substitute Trustee (acting collectively or individually) will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Beneficiary 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 Beneficiary. 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 Trustees reserve 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 the Substitute Trustees (acting collectively or individually).

**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.**

**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.**



JAMES WILLIAM FREYER  
Attorney for  
TEXAS CITIZENS BANK, N.A.,  
a national banking association;  
mortgagee