

113 BOWLING GREEN DR
VICTORIA, TX 77904

0000009447343

NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

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.

1. **Date, Time, and Place of Sale.**

Date: June 07, 2022

Time: The sale will begin at 11:00 AM or not later than three hours after that time.

Place: AREA IN FRONT OF THE EAST DOOR OF THE VICTORIA COUNTY COURTHOUSE BUILDING LOCATED AT 115 N. BRIDGE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

2. **Terms of Sale.** Cash.

3. **Instrument to be Foreclosed.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated October 30, 2017 and recorded in Document CLERK'S FILE NO. 201711728 real property records of VICTORIA County, Texas, with JESSICA URESTI, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS NOMINEE, mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by JESSICA URESTI, securing the payment of the indebtednesses in the original principal amount of \$146,186.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. ROCKET MORTGAGE, LLC F/K/A QUICKEN LOANS, LLC F/K/A QUICKEN LOANS INC. is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. **Property to Be Sold.** The property to be sold is described in the attached Exhibit A.

6. **Mortgage Servicer Information.** The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. ROCKET MORTGAGE, LLC, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o ROCKET MORTGAGE, LLC
635 WOODWARD AVE.
DETROIT, MI 48226

3 FILED 3:30pm
O'CLOCK

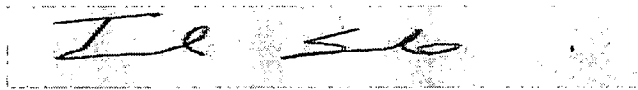
APR 07 2022

Heidi Easley
Clerk County Court, Victoria County, Texas
By Deputy



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.

The undersigned as attorney for the mortgagee or mortgage servicer does hereby remove the original trustee and all successor substitute trustees and appoints in their stead JO WOOLSEY, BOB FRISCH, JANICE STONER, JODI STEEN, ARNOLD MENDOZA, SANDRA MENDOZA, RAMON PEREZ, JOHN SISK, AMY ORTIZ, OR AUCTION.COM whose address is c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320 as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original trustee under the said Deed of Trust; and, further does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein.



Israel Saucedo

Certificate of Posting

My name is _____, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320. I declare under penalty of perjury that on _____ I filed at the office of the VICTORIA County Clerk and caused to be posted at the VICTORIA County courthouse this notice of sale.

Declarants Name: _____

Date: _____

113 BOWLING GREEN DR
VICTORIA, TX 77904

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VICTORIA

EXHIBIT "A"

BEING LOT NUMBER SEVEN (7), IN BLOCK NUMBER THREE (3), OF SHENANDOAH, AN ADDITION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF SAID ADDITION OF RECORD IN VOLUME 4, PAGE 44 OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS, TO WHICH REFERENCE IS HERE MADE FOR DESCRIPTIVE PURPOSES.

TS No. 2022-00170-TX
19-001110-673

APR 07 2022

Notice of [Substitute] Trustee Sale

Heidi Easley
Clerk County Court, Victoria County, Texas
By M. D. Deputy

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.

1. **Date, Time and Place of Sale.**

Date: 06/07/2022

Time: The sale will begin at 11:00 AM or not later than three hours after that time

Place: Victoria County, Texas at the following location: **FRONT OF THE EAST DOOR OF THE COURTHOUSE BUILDING LOCATED AT 115 NORTH BRIDGE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE AS THE PLACE WHERE FORECLOSURE SALES ARE TO TAKE PLACE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS**

Property Address: 306 S. DE LEON, VICTORIA, TX 77901

2. Terms of Sale: The sale will be conducted as a public auction to the highest bidder for cash. 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 warranties of title, if any, provided for under the deed of trust. Any conveyance of the property is subject to all matters of record affecting the property.

3. Instrument to be Foreclosed: The instrument to be foreclosed is the Deed of Trust or Contract Lien dated 06/09/2006 and recorded 06/13/2006 in Document 200607883, real property records of Victoria County, Texas, with **Ralph Beltran and Maria Adela Beltran, Husband and Wife** grantor(s) and **NEW CENTURY MORTGAGE CORPORATION** as Lender, Wells Fargo Bank, National Association, As Trustee For Securitized Asset Backed Receivables LLC Trust 2006- NC3 Mortgage Pass-Through Certificates, Series 2006-NC3 as Beneficiary.

4. Appointment of Substitute Trustee: In accordance with Texas Property Code Sec. 51.0076, the undersigned authorized agent for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

5. Obligation Secured: Deed of Trust or Contract Lien executed by **Ralph Beltran and Maria Adela Beltran, Husband and Wife**, securing the payment of the indebtedness in the original principal amount of **\$67,000.00**, and obligations therein described including but not limited to the promissory note, and all modifications, renewals and extensions of the promissory note. **Wells Fargo Bank, National Association, As Trustee For Securitized Asset Backed Receivables LLC Trust 2006- NC3 Mortgage Pass-Through Certificates, Series 2006-NC3** is the current mortgagee of the note and deed of trust or contract lien.

Notice of [Substitute] Trustee Sale

6. Default: A default has occurred in the payment of indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness.

7. Property to be sold: The property to be sold is described as follows:

BEING A PORTION OF LOT TWO (2), BLOCK ONE HUNDRED SEVENTY-ONE (171) IN THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO A MAP OR PLAT THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK VICTORIA COUNTY, TEXAS SAID PORTION OF LOT TWO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND CONTAINED IN INSTRUMENT DATED AUGUST 4, 2005, RECORDED UNDER INSTRUMENT #200511040, OFFICIAL RECORDS OF VICTORIA COUNTY, TEXAS.

8. Mortgage Servicer Information: The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the property referenced above. **PHH Mortgage Corporation**, as Mortgage Servicer, is representing the current mortgagee, whose address is:

C/O PHH Mortgage Corporation

1 Mortgage Way Mt. Laurel, NJ 08054

Phone: 877-744-2506

Notice of [Substitute] Trustee Sale

9. Limitation of Damages: If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's attorney.

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.

Date: March 30, 2022



Camisha Scott, Iman Walcott, Tanesha Humphrey, Claire Buxton, **Glenda Hamilton** – Attorney or Authorized Agent of The Mortgagee or Mortgage Servicer

C/O Power Default Services, Inc.
Northpark Town Center
1000 Abernathy Rd NE; Bldg 400, Suite 200
Atlanta, GA 30328
Telephone: 855-427-2204
Fax: 866-960-8298

POWER DEFAULT SERVICES, INC. MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

Certificate of Posting

I am _____ whose address is c/o AVT Title Services, LLC, 5177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on _____ I filed this Notice of Foreclosure Sale at the office of the Victoria County Clerk and caused it to be posted at the location directed by the Victoria County Commissioners Court.

3206 MAYFAIR DR
VICTORIA, TX 77901

0000009465162

NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

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.

1. **Date, Time, and Place of Sale.**

Date: June 07, 2022

Time: The sale will begin at 11:00 AM or not later than three hours after that time.

Place: AREA IN FRONT OF THE EAST DOOR OF THE VICTORIA COUNTY COURTHOUSE BUILDING LOCATED AT 115 N. BRIDGE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

2. **Terms of Sale.** Cash.

3. **Instrument to be Foreclosed.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated September 08, 2016 and recorded in Document INSTRUMENT NO. 201610234 real property records of VICTORIA County, Texas, with OSCAR ARAGON AND CRISTINA FLORES, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE, mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by OSCAR ARAGON AND CRISTINA FLORES, securing the payment of the indebtednesses in the original principal amount of \$79,925.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. MIDFIRST BANK is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. **Property to Be Sold.** The property to be sold is described in the attached Exhibit A.

6. **Mortgage Servicer Information.** The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. MIDLAND MORTGAGE, A DIVISION OF MIDFIRST BANK, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o MIDLAND MORTGAGE, A DIVISION OF MIDFIRST BANK
999 N.W. GRAND BLVD
STE 110
OKLAHOMA CITY, OK 73118-6077

12:10 FILED P.M.
0'CLOCK


APR 11 2022

Heidi Easley
Clerk County Court, Victoria County, Texas
By M.D. Deputy



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.

The undersigned as attorney for the mortgagee or mortgage servicer does hereby remove the original trustee and all successor substitute trustees and appoints in their stead JO WOOLSEY, BOB FRISCH, JANICE STONER, JODI STEEN, ARNOLD MENDOZA, SANDRA MENDOZA, RAMON PEREZ, JOHN SISK, AMY ORTIZ, OR AUCTION.COM whose address is c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320 as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original trustee under the said Deed of Trust; and, further does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein.



Israel Saucedo

Certificate of Posting

My name is _____, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320. I declare under penalty of perjury that on _____ I filed at the office of the VICTORIA County Clerk and caused to be posted at the VICTORIA County courthouse this notice of sale.

Declarants Name: _____

Date: _____

3206 MAYFAIR DR
VICTORIA, TX 77901

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VICTORIA

EXHIBIT "A"

BEING LOT NUMBER FOURTEEN (14), IN BLOCK NUMBER THREE (3), OF MAYFAIR TERRACE SECTION I, AN ADDITION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF SAID ADDITION OF RECORD IN VOLUME 3, AT PAGE 23 OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS, TO WHICH REFERENCE IS HEREMADE FOR DESCRIPTIVE PURPOSES.

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

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.

DEED OF TRUST INFORMATION:

Date: 02/19/2015
Grantor(s): JAMES A. SIMS UNMARRIED MAN
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR LOW VA RATES, ITS SUCCESSORS AND ASSIGNS
Original Principal: \$241,668.00
Recording Information: Instrument 201502338
Property County: Victoria
Property: (See Attached Exhibit "A")
Reported Address: 103 WOODHAVEN DR, VICTORIA, TX 77904

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: NewRez LLC d/b/a Shellpoint Mortgage Servicing
Mortgage Servicer: Shellpoint Mortgage Servicing
Current Beneficiary: NewRez LLC d/b/a Shellpoint Mortgage Servicing
Mortgage Servicer Address: 55 Beattie Place, Suite 110, Greenville, SC 29601

SALE INFORMATION:

Date of Sale: Tuesday, the 7th day of June, 2022
Time of Sale: 11:00AM or within three hours thereafter.
Place of Sale: AT THE AREA IN FRONT OF THE EAST DOOR OF THE COURTHOUSE BUILDING, LOCATED AT 115 NORTH BRIDGE STREET in Victoria County, Texas, Or, if the preceding area(s) is/are no longer the area(s) designated by the Victoria County Commissioner's Court, at the area most recently designated by the Victoria County Commissioner's Court.

WHEREAS, the above-named Grantor previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared; such default was reported to not have been cured; and all sums secured by such Deed of Trust were declared to be immediately due and payable; and

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Jodi Steen, Janice Stoner, Ramon Perez, John Sisk, Amy Ortiz, Auction.com, Braden Barnes, Rachel Donnelly, Carlos Hernandez-Vivoni, or Jamie E. Silver, any to act, have been appointed as Substitute Trustees and requested to sell the Property to satisfy the indebtedness; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note has been accelerated and all sums secured by the Deed of Trust have been declared to be immediately due and payable.
2. Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Jodi Steen, Janice Stoner, Ramon Perez, John Sisk, Amy Ortiz, Auction.com, Braden Barnes, Rachel Donnelly, Carlos Hernandez-Vivoni, or Jamie E. Silver, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. This sale shall be subject to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien of the Deed of Trust.

12:12 FILED 9:11
O'CLOCK P.M.

APR 11 2022

Heidi Easley
Clerk County Court, Victoria County, Texas
By M-D Deputy

4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's own risk" and "at his peril", and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interests of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.

Substitute Trustee(s): Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Jodi Steen, Janice Stoner, Ramon Perez, John Sisk, Amy Ortiz, Auction.com, Braden Barnes, Rachel Donnelly, Carlos Hernandez-Vivoni, or Jamie E. Silver, any to act.

Substitute Trustee Address: 14841 Dallas Parkway, Suite 425, Dallas, TX 75254

Document Prepared by:
Bonial & Associates, P.C.
14841 Dallas Parkway, Suite 425, Dallas, TX 75254
AS ATTORNEY FOR THE HEREIN
IDENTIFIED MORTGAGEE AND/OR
MORTGAGE SERVICER

Certificate of Posting

I am _____ whose address is 14841 Dallas Parkway, Suite 425, Dallas, TX 75254. I declare under penalty of perjury that on _____ I filed and / or recorded this Notice of Foreclosure Sale at the office of the Victoria County Clerk and caused it to be posted at the location directed by the Victoria County Commissioners Court.

By: _____

Exhibit "A"

LOT ONE (1), IN BLOCK ONE (1), WOODWAY III, AN ADDITION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 6, PAGE 312 OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS.

Return to: Bonial & Associates, P.C., 14841 Dallas Parkway, Suite 425, Dallas, TX 75254

aw
Jodi Casler
COUNTY CLERK
VICTORIA COUNTY, TEXAS

NOTICE OF FORECLOSURE SALE

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 OR 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.

1. *Property to Be Sold.* The property to be sold is described as follows: THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF TEXAS, COUNTY OF VICTORIA, DESCRIBED AS FOLLOWS:

LOT ONE R (1R), BLOCK FIVE (5) OF LONE TREE ACRES SUBDIVISION NO. 30, AN ADDITION TO THE CITY OF VICTORIA IN VICTORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 30A OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust dated 03/25/2016 and recorded in Document 201603437 real property records of Victoria County, Texas.

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

Date: 06/07/2022

Time: 11:00 AM

Place: Victoria County, Texas at the following location: FRONT OF THE EAST DOOR OF THE COURTHOUSE BUILDING LOCATED AT 115 NORTH BRIDGE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or as designated by the County Commissioners Court.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash. 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 warranties of title, if any, provided for under the deed of trust.

5. *Obligations Secured.* The Deed of Trust executed by JULIAN TREVINO, provides that it secures the payment of the indebtedness in the original principal amount of \$142,500.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. Reverse Mortgage Funding LLC is the current mortgagee of the note and deed of trust and REVERSE MORTGAGE FUNDING, LLC is mortgage servicer. A servicing agreement between the mortgagee, whose address is Reverse Mortgage Funding LLC c/o REVERSE MORTGAGE FUNDING, LLC, 3900 Capital City Blvd., Lansing, MI 48906 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

6. *Substitute Trustee(s) Appointed to Conduct Sale.* In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

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.



Mackie Wolf Zientz & Mann, P.C.
Brandon Wolf, Attorney at Law
L. Keller Mackie, Attorney at Law
Michael Zientz, Attorney at Law
Lori Liane Long, Attorney at Law
Chelsea Schneider, Attorney at Law
Ester Gonzales, Attorney at Law
Parkway Office Center, Suite 900
14160 Dallas Parkway
Dallas, TX 75254

Certificate of Posting

I am _____ whose address is c/o AVT Title Services, L.L.C, 5177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on _____ I filed this Notice of Foreclosure Sale at the office of the Victoria County Clerk and caused it to be posted at the location directed by the Victoria County Commissioners Court.

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

**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.**

Matter No.: 101793-TX

Date: April 12, 2022

County where Real Property is Located: Victoria

ORIGINAL MORTGAGOR: DAVID GAUNA AND WIFE DELORES GAUNA

ORIGINAL MORTGAGEE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS
BENEFICIARY, AS NOMINEE FOR LOW VA RATES, ITS
SUCCESSORS AND ASSIGNS

CURRENT MORTGAGEE: VILLAGE CAPITAL & INVESTMENT, LLC

MORTGAGE SERVICER: VILLAGE CAPITAL & INVESTMENT, LLC

DEED OF TRUST DATED 8/22/2016, RECORDING INFORMATION: Recorded on 8/31/2016, as Instrument No. 201609810 and later modified by a loan modification agreement recorded as Instrument 201802094 on 02/23/2018 and later modified by a loan modification agreement recorded as Instrument 202012592 on 11/09/2020

SUBJECT REAL PROPERTY (LEGAL DESCRIPTION): **BEING LOT NUMBER ONE (1), IN BLOCK NUMBER TWO (2), OF DEER CHASE, AN ADDITION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF SAID ADDITION OF RECORD IN VOLUME 8, AT PAGE 60 A&B OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS, TO WHICH REFERENCE IS HEREMADE FOR DESCRIPTIVE PURPOSES.**

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **6/7/2022**, the foreclosure sale will be conducted in **Victoria** County in the area designated by the Commissioners Court, pursuant to Section 51.002 of the Texas Property Code as the place where the foreclosure sales are to take place. If no place is designated by the Commissioners Court, sale will be conducted at the place where the Notice of Trustee's Sale was posted. The trustee's sale will be conducted no earlier than **11:00 AM**, or not later than three (3) hours after that time, by one of the Substitute Trustees who will sell, to the highest bidder for cash, subject to the unpaid balance due and owing on any lien indebtedness superior to the Deed of Trust.

VILLAGE CAPITAL & INVESTMENT, LLC is acting as the Mortgage Servicer for VILLAGE CAPITAL & INVESTMENT, LLC who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. VILLAGE CAPITAL & INVESTMENT, LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

VILLAGE CAPITAL & INVESTMENT, LLC
2863 St. Rose PKWY
Henderson NV, 89052

11 FILED O'CLOCK 57AM

APR 14 2022

Heidi Easley
Clerk County Court, Victoria County, Texas
By HE Deputy
AP NOS/SOT 08212019



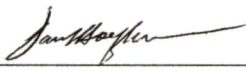
Matter No.: 101793-TX

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

WHEREAS, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, **I HEREBY APPOINT AND DESIGNATE ARNOLD MENDOZA, ALEXIS MENDOZA, SANDRA MENDOZA, ELIZABETH ANDERSON, PAUL A. HOEFKER, ROBERT L. NEGRIN** or either one of them, as Substitute Trustee, to act, either singly or jointly, under and by virtue of said Deed of Trust and hereby request said Substitute Trustees, or any one of them to sell the property in said Deed of Trust described and as provided therein. The address for the Substitute Trustee as required by Texas Property Code, Section 51.0075(e) is Aldridge Pite, LLP, 701 N. Post Oak Road, Suite 205, Houston, TX 77024, Phone: (713) 293-3618.

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.



By: 
Paul A. Hoefker, Attorney
Robert L. Negrin, Attorney
Aldridge Pite, LLP
701 N. Post Oak Road, Suite 205
Houston, TX 77024

Return to:
ALDRIDGE PITE, LLP
4375 JUTLAND DR., SUITE 200
P.O. BOX 17935
SAN DIEGO, CA 92177-0935
FAX #: 619-590-1385
866-931-0036

20-000655

Notice of Substitute Trustee's Sale

Notice Concerning Military Duty **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. Tex. Prop. Code § 51.002(i)**

Deed of Trust Date February 22, 2007	Original Mortgagor/Grantor DARREN C KING AND WHITNEY A KUEKER
Original Beneficiary / Mortgagee MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR ALETHES, LLC., ITS SUCCESSORS AND ASSIGNS	Current Beneficiary / Mortgagee NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING
Recorded in Volume. N/A Page. N/A Instrument No 200702453	Property County: VICTORIA
Mortgage Servicer NEWREZ LLC F/K/A NEW PENN FINANCIAL LLC D/B/A SHELLPOINT MORTGAGE SERVICING	Mortgage Servicer's Address. 55 Beattie Place, Suite 110, MS#001, Greenville, SC 29601

* The mortgage servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan

Secures Note in the original principal amount of \$86,317.00, executed by DARREN KING and WHITNEY KUEKER and payable to the order of Lender

Property Address/Mailing Address: 2007 MISSION DR, VICTORIA, TX 77901

Legal Description of Property to be Sold: BEING LOT NUMBER FOURTEEN (14), IN BLOCK NUMBER SEVEN (7), OF BELAIRE SECTION II, AN ADDITION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF RECORD IN VOLUME 4, PAGE 7, OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS .

Date of Sale: June 07, 2022	Earliest time Sale will begin: 11:00 AM
------------------------------------	--

Place of sale of Property: Victoria County Courthouse, 115 N Bridge Street, Victoria, TX 77901 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

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

Appointment of Substitute Trustee: Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust, the same is now wholly due. Because of that default, *NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING*, the owner and holder of the Note, has requested Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Jodi Steen, Janice Stoner, Ramon Perez, John Sisk, Amy Ortiz, Auction.com whose address is 1 Mauchly Irvine, CA 92618 OR Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Janice Stoner or Jodi Steen whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, to sell the



property. The Trustee(s) has/have been appointed Substitute Trustee in the place of the original trustee, in the manner authorized by the deed of trust

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 *NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING* bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

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, Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Jodi Steen, Janice Stoner, Ramon Perez, John Sisk, Amy Ortiz, Auction.com whose address is 1 Mauchly Irvine, CA 92618 OR Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Janice Stoner or Jodi Steen whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, 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 Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Jodi Steen, Janice Stoner, Ramon Perez, John Sisk, Amy Ortiz, Auction.com whose address is 1 Mauchly Irvine, CA 92618 OR Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Janice Stoner or Jodi Steen whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, Trustee

Limitation of Damages. If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the funds paid. The purchaser shall have no further recourse against Mortgagor, the Mortgagee, or the Mortgagee's attorney.



SUBSTITUTE TRUSTEE

Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Jodi Steen, Janice Stoner, Ramon Perez, John Sisk, Amy Ortiz, Auction.com OR Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Janice Stoner or Jodi Steen, Trustee

c/o Robertson, Anschutz, Schneid, Crane & Partners, PLLC,
10700 Abbott's Bridge Road, Suite 170, Duluth, Georgia
30097, PH (470)321-7112

10 FILED O'CLOCK 55 AM

APR 21 2022

Heidi Easley
Clerk County Court, Victoria County, Texas
By Deputy



NOTICE OF SUBSTITUTE TRUSTEE'S SALE

**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.**

Matter No.: 102638-TX

Date: April 29, 2022

County where Real Property is Located: Victoria

ORIGINAL MORTGAGOR: RONG LU AND HONGYAN LU, HUSBAND AND WIFE

ORIGINAL MORTGAGEE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS
BENEFICIARY, AS NOMINEE FOR QUICKEN LOANS, INC., ITS
SUCCESSORS AND ASSIGNS

CURRENT MORTGAGEE: LOANCARE, LLC

MORTGAGE SERVICER: LOANCARE, LLC

DEED OF TRUST DATED 1/4/2018, RECORDING INFORMATION: Recorded on 1/4/2018, as Instrument No.
201800158

SUBJECT REAL PROPERTY (LEGAL DESCRIPTION): BEING LOT NUMBER TWENTY-TWO (22), IN
BLOCK NUMBER EIGHTEEN (18), OF TERRA VISTA SUBDIVISION PHASE VII-B, AN ADDITION
TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED
MAP AND PLAT OF SAID ADDITION OF RECORD IN VOLUME 9, PAGE 109C-D OF THE PLAT
RECORDS OF VICTORIA COUNTY, TEXAS, TO WHICH REFERENCE IS HERE MADE FOR
DESCRIPTIVE PURPOSES.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on 6/7/2022, the foreclosure sale will be conducted in
Victoria County in the area designated by the Commissioners Court, pursuant to Section 51.002 of the Texas
Property Code as the place where the foreclosure sales are to take place. If no place is designated by the
Commissioners Court, sale will be conducted at the place where the Notice of Trustee's Sale was posted. The
trustee's sale will be conducted no earlier than 11:00 AM, or not later than three (3) hours after that time, by one of
the Substitute Trustees who will sell, to the highest bidder for cash, subject to the unpaid balance due and owing on
any lien indebtedness superior to the Deed of Trust.

LOANCARE, LLC is acting as the Mortgage Servicer for LOANCARE, LLC who is the Mortgagee of the Note and
Deed of Trust associated with the above referenced loan. LOANCARE, LLC, as Mortgage Servicer, is representing
the Mortgagee, whose address is:

LOANCARE, LLC
3637 SENTARA WAY
VIRGINIA BEACH, VA 23452-4262

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the
Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is




Matter No.: 102638-TX

authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

WHEREAS, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, **I HEREBY APPOINT AND DESIGNATE AUCTION.COM, ARNOLD MENDOZA, SANDRA MENDOZA, ALEXIS MENDOZA, ELIZABETH ANDERSON, PAUL A. HOEFKER, ROBERT L. NEGRIN** or either one of them, as Substitute Trustee, to act, either singly or jointly, under and by virtue of said Deed of Trust and hereby request said Substitute Trustees, or any one of them to sell the property in said Deed of Trust described and as provided therein. The address for the Substitute Trustee as required by Texas Property Code, Section 51.0075(e) is Auction.com, 1 Mauchly, Irvine, CA 92618.

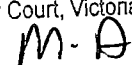
Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the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

By: 
Paul A. Hoefker, Attorney
Robert L. Negrin, Attorney
Aldridge Pite, LLP
701 N. Post Oak Road, Suite 205
Houston, TX 77024

Return to:
ALDRIDGE PITE, LLP
4375 JUTLAND DR., SUITE 200
P.O. BOX 17935
SAN DIEGO, CA 92177-0935
FAX #: 619-590-1385
866-931-0036

12:32 FILED 9-m.
O'CLOCK

MAY 05 2022

Heidi Easley
Clerk County Court, Victoria County, Texas
By  Deputy

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

Notice is hereby given that a public sale at auction of the Collateral (as that term is defined and described in the instrument attached as Exhibit "A" hereto and incorporated by reference), including all real property described in such Exhibit "A" as well as all other properties located on or related to the lands described in such Exhibit "A", will be held at the date, time, and place specified in this notice.

DATE OF SALE: Tuesday, the 7th day of June, 2022 (which is the first Tuesday of that month).

TIME OF SALE: The earliest time at which the sale shall occur is 11:00 o'clock a.m. The sale shall begin at that time or not later than three hours after that time.

PLACE OF SALE: In front of the east door of the Victoria County Courthouse located at 115 North Bridge Street, Victoria, Texas, 77901, or if the preceding area is no longer the designated area, at the area most recently designated as a place where foreclosure sales are to take place by the County Commissioner's Court.

INFORMATION REGARDING THE DEED OF TRUST LIEN THAT IS THE SUBJECT OF THIS SALE AND THE INSTRUMENT TO BE FORECLOSED:

NAME OF DOCUMENT: Deed of Trust, Security Agreement and Assignment of Production dated effective as of June 18, 2018, as such deed of trust may have been modified, amended, restated or extended (the "Deed of Trust").

DATE: June 18, 2018

GRANTOR: HOUSTON GULF ENERGY CORPORATION, a Texas corporation.

BENEFICIARYS: ROBERT L. CLARKE, individually, and as Trustee of the FAMILY TRUST UNDER THE WILL OF JEAN T. CLAKSE.

SUBSTITUTE TRUSTEES: Arnold Mendoza, Alexis Mendoza, Sandra Mendoza and Elizabeth Anderson (each, a "Substitute Trustee").

RECORDING INFORMATION: Instrument Number 201811016 of the Official Public Records of Victoria County, Texas, filed on September 21, 2018. All or a portion of the "Collateral" as defined and described in the Deed of Trust was assigned to Arvex Energy LLC, subject to the Deed of Trust, pursuant to the Assignment of Oil and Gas Lease recorded under Instrument Number 202101651 of the Official Public Records of Victoria County, Texas, filed on February 4, 2021.

PROPERTY DESCRIPTION: The "Collateral", as defined and described in the instrument attached as Exhibit A.

INDEBTEDNESS SECURED:

NAME OF DOCUMENTS: (i) The Secured Promissory Note dated January 1, 2019 in the original principal sum of \$2,454,551.49 from Houston Gulf Energy Corporation ("Houston Gulf"), Texas Gulf Coast HPC HGEC Goliad LLC, Texas Gulf Coast Secured Lenders LLC,



4748482

Milam County HPC HGEC Joint Venture LLC, East Austin Energy Development LLC, and Texas Gulf Secured Interests LLC (collectively, the "Borrowers") to and in favor of Robert L. Clarke, which renews, modifies and extends the Secured Promissory Notes from Houston Gulf and the other Borrowers, as applicable, to and in favor of Robert L. Clarke dated June 18, 2015, September 18, 2015, January 21, 2015, March 27, 2015, September 1, 2015, August 1, 2016, and June 1, 2018 (as so renewed, modified and extended, the "Robert Clarke Note") and (ii) the Secured Promissory Note dated January 1, 2019 in the original principal sum of \$3,769,218.18 from the Borrowers to and in favor of the Family Trust Under the Will of Jean T. Clarke (together with Robert L. Clarke, the "Lenders"), which renews, modifies and extends the Secured Promissory Notes from Houston Gulf and the other Borrowers, as applicable, to and in favor of the Family Trust Under the Will of Jean T. Clarke dated June 18, 2015, September 18, 2015, January 21, 2015, March 27, 2015, September 1, 2015, August 1, 2016, and June 1, 2018 (as so renewed, modified and extended, the "Family Trust Note" and together with the Robert Clarke Note, the "Notes").

DATE: January 1, 2019

FACE AMOUNT: \$6,223,769.67

BORROWERS: HOUSTON GULF ENERGY CORPORATION, TEXAS GULF COAST HPC HGEC GOLIAD JOINT VENTURE LLC, TEXAS GULF COAST SECURED LENDERS LLC, MILAM COUNTY HPC HGEC JV LLC, EAST AUSTIN ENERGY DEVELOPMENT LLC, and TEXAS GULF SECURED INTERESTS LLC.

LENDERS: ROBERT L. CLARKE under the Clarke Note and THE FAMILY TRUST UNDER THE WILL OF JEAN T. CLARKE under the Family Trust Note

SUBSTITUTION OF TRUSTEE:

NAME OF DOCUMENT: Appointment of Substitute Trustee

DATE: May 10, 2022

NAME/ADDRESS OF EACH SUBSTITUTE TRUSTEE:

Arnold Mendoza
10406 Rockley Road
Houston, Texas 77099

Alexis Mendoza
10406 Rockley Road
Houston, Texas 77099

Sandra Mendoza
10406 Rockley Road
Houston, Texas 77099

Elizabeth Anderson
10406 Rockley Road
Houston, Texas 77099

DEFAULT AND REQUEST TO ACT:

Numerous Defaults and Events of Default (each as defined in the Notes) have occurred under the Notes which are secured by the Deed of Trust. The obligations under the Notes are now fully due and payable. Robert L. Clarke, individually and as trustee of the Family Trust Under the Will of Jean T. Clarke, has directed that each or any Substitute Trustee under the Deed of Trust, conduct this nonjudicial foreclosure and sell the Collateral, the proceeds of such sale to be applied in accordance with the provisions of the Deed of Trust and the Notes.

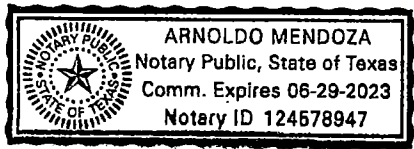
Therefore, at the date, time, and place set forth above, each or any Substitute Trustee will sell at public auction the Collateral to the highest bidder for cash, pursuant to the terms of the Deed of Trust. Those desiring to purchase the Collateral must be able to demonstrate their ability to pay cash on the date the Collateral is sold. 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 also be made subject to all matters of record affecting the Collateral, 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 Collateral will be sold in an "as-is, where is, with all faults" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and condition of the Collateral. The Deed of Trust may encumber both real and personal property. Formal notice is given of Lender's election to proceed against and sell both the real property and the personal property described in the Deed of Trust consistent with Lender's rights and remedies under the Deed of Trust and also Section 9.604 of the Texas Business and Commerce Code.

IN WITNESS WHEREOF this Notice of Substitute Trustee's Sale has been executed on this the 12 day of May, 2022.

By: *Sandra Mendoza*
Name: Sandra Mendoza
Title: Substitute Trustee

THE STATE OF TEXAS §
 §
COUNTY OF WUECES §

This instrument was ACKNOWLEDGED before me on May 12 2022, by Sandra Mendoza as a Substitute Trustee, who acknowledged to me that he or she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.



Arnaldo Mendoza
Notary Public in and for the State of Texas
My Commission Expires: 6.29.23
Printed Name: Arnaldo Mendoza

9:30 FILED A.M.
O'CLOCK

MAY 12 2022

Heidi Easley
Clerk County Court, Victoria County, Texas
By M-D. Deputy

EXHIBIT A
DEED OF TRUST

[See Attached.]



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER. TEXAS PROPERTY CODE SECTION 11.008.

**DEED OF TRUST, SECURITY AGREEMENT
AND ASSIGNMENT OF PRODUCTION**

STATE OF TEXAS §
 §
COUNTY OF VICTORIA §

THIS DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF PRODUCTION (this "Deed of Trust") is entered into by and among HOUSTON GULF ENERGY CORPORATION, a Texas corporation, whose address is 2002 Timberloch Place, #550, The Woodlands, Texas 77380 ("Borrower") and Robert L. Clarke, individually, and as Trustee of the Family Trust Under the Will of Jean T. Clarke, collectively referred to as "Lenders" and Philip A. Tuttle, as Trustee under this Deed of Trust, whose address is 3018 Robinhood, Houston, Texas 77005 ("Trustee").

The property covered by this Deed of Trust includes all of those certain oil and gas leases, wells, pipelines, equipment and other properties located on the lands described on the attached Exhibit A which lands are in Victoria County, Texas (the leases and lands being collectively referred to as the "Collateral"), and which leases and lands are encumbered by the liens granted by Borrower pursuant to the prior deeds of trust, to the record of which reference is here made for all purposes.

This Deed of Trust also covers and includes all of Borrower's rights now owned or hereafter acquired, in and to the following insofar as the same pertain to the Collateral:

1. The lands described (which term shall include any lands the description of which is incorporated therein by reference to another document) in Exhibit A attached hereto and hereby made a part hereof, and all lands now or hereafter unitized or pooled with any land described in Exhibit A (collectively, the "Lands") and all royalty and/or mineral interests in the Lands;
2. The oil and gas leases, the oil, gas and mineral leases, the fee, mineral, working, overriding royalty, royalty and other interests described in Exhibit A or related to any of the Lands or any of the same as they may be enlarged by the discharge of any payments out of production or by the removal of any charges or encumbrances to which any of the same are subject;
3. All unitization and pooling agreements and orders now or hereafter existing and the properties covered and the units created thereby (including all units formed under acts of any governmental agency) which are described on the Exhibit or relate to any of the Lands or leases or interests described in Exhibit A;
4. All oil, gas, casinghead gas and other liquid or gaseous hydrocarbons (collectively "Hydrocarbons") which are in, under, upon, produced or to be produced from the Lands;
5. All present and future oil and gas wells, disposal and injection wells, rigs, improvements, fixtures, machinery, and other equipment, inventory, and articles of personal property, located on the Collateral, now owned or hereafter acquired by Borrower, including, without limitation, connection apparatus and flow lines from wells to tanks, wells, pipelines, gathering lines, trunk lines, lateral

lines, flow lines, compressor, dehydration, and pumping equipment, pumping plants, gas plants, processing plants, pumps, dehydration units, separators, heater treaters, valves, gauges, meters, derricks, rig substructures, buildings, tanks, reservoirs, tubing, rods, liquid extractors, engines, boilers, tools, appliances, cables, wires, tubular goods, machinery, supplies, and any and all other equipment, inventory, and articles of personal property of any kind or character whatsoever appurtenant to, or used or held for use in connection with the production of Hydrocarbons or other minerals from the Collateral, or now or hereafter located on any of the Lands encumbered by an of the Collateral, or used on or about the Lands in connection with the operations thereon, together with all present and future improvements or products of, accessions, attachments, and other additions to, tools, parts, and equipment used in connection with, and substitutes and replacements for, all or any part of the foregoing (all of the types or items of property and interests described in this paragraph are deemed included in the definition of the Collateral).

6. All contracts for the sale, purchase, transportation, exchange or processing of Hydrocarbons produced from the Lands or the leases or interests described in Exhibit A;
7. All assignments of interest, assignments, hereditaments, appurtenances and benefits now existing or in the future obtained and incident and appurtenant to any of the foregoing;
8. All land title records, lease records, well records and production records which relate to any of the foregoing property;
9. All of the personal property related to the interests covered hereby;
10. All proceeds and products from any of the foregoing, including but not limited to accounts, contract rights and general intangibles.

The following described promissory notes and other obligations to lender issued by Borrower (collectively, the "Secured Obligations") are secured by the Collateral as provided in this Deed of Trust:

Payee	Principal Amount
Robert L. Clarke ("Clarke") 711 Louisiana, Suite 2300 Houston, Texas 77003	\$2,343,118.40 dated June 1, 2018 <u>\$ 812,500.00 "put" premium set forth in that certain Option Agreement dated among Borrowers, Lenders and Philip A. Tuttle ("put" premium).</u>

Payee	Principal Amount
Family Trust Under the Will of Jean T. Clarke ("Clarke Trust")	<u>\$3,110,880.64</u> dated June 1, 2018

W I T N E S S E T H:

In order to secure the payment, both principal and interest, of the Secured Obligations, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration duly paid and delivered, the receipt and sufficiency of which is hereby acknowledged by the Parties, Borrower does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, SET OVER, CONFIRM and DELIVER unto the Trustee and to his successors in

Mortgagor: Houston Gulf Energy Corporation
Mortgagee: Robert L. Clarke and Family Trust
Under the Will of Jean T. Clarke

Deed of Trust, Security Agreement
and Assignment dated June 1, 2018

page 2

trust, the Collateral.

TO HAVE AND TO HOLD the Collateral, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in anywise belonging, unto the Trustee and the Trustee's successors in trust and his assigns in trust forever; and Borrower hereby covenants and represents that it is the lawful owner and holder of the Collateral and has good right and authority to pledge and convey the same and that the Collateral is free and clear of all liens and encumbrances except those represented by the Prior Deed of Trust which is referenced by this Deed of Trust and described below, and that all rights in the leases included in such Collateral are valid and subsisting, and all rentals, royalties, payments and obligations thereunder have been duly paid and performed, and Borrower does hereby bind itself, its successors and assigns, to forever warrant and defend all and singular the Collateral unto the Trustee, his substitute Trustee and successors in trust and his or their assigns, against the lawful claims and demands of every person whomsoever lawfully claiming or to claim the same or any part thereof. Any additional right, title and interest which Borrower owns or may own in the lease(s) and/or well(s) and any equipment and production thereon, whether presently existing or hereafter acquired, shall expressly form the basis for and become part of the Collateral made the subject of this Deed of Trust. This Deed of Trust shall constitute a first lien security interest in the Collateral covered hereby.

I. This conveyance is made in trust to secure the following:

- a) the Secured Obligations of Borrower, together with any future indebtedness, owing and to become owing to Lenders, for sums advanced to Borrower;
- b) Any extensions, renewals, modifications or supplements to the Secured Obligations, including the Secured Obligations;
- c) Any sums which may be hereinafter advanced by Lenders under the terms of the Secured Obligations; and
- d) Any additional loans made by Lenders to Borrower, direct or indirect, primary or secondary, fixed or contingent, regardless of how evidenced or arising;
- e) Any other Indebtedness of Borrower to Lenders, including the "put" premium.

II. For the purpose of better securing the payment of said Indebtedness, Borrower covenants and agrees with the Trustee for the use and benefit of Lenders that, subject to the prior rights described herein:

- a) No right or remedy in favor of Lenders granted or secured by this instrument shall be considered as exclusive, but all rights and remedies hereunder shall be cumulative of each other, and of all other rights and remedies and securities which Lenders may now or hereafter have as security for or in respect of the Secured Obligations.
- b) Borrower will proceed with reasonable diligence to correct any defect in the title to the Collateral should any defects be found to exist after the execution and delivery of this instrument. Other than the liens and prior rights described herein, should there be any lien or encumbrance, equal to or superior in rank or time to the lien created by this instrument, or should any such hereafter arise, Borrower will promptly discharge and remove any such lien or encumbrance from the Collateral in due course and as allowed by law. "A defect in the title" as used in this instrument means any impairment or burden on the title of Borrower which has the effect of reducing the interest of Borrower in any portion of the Collateral or Borrower's share of production revenue therefrom, or which imposes a lien on Borrower's interest in favor of a party other than Lenders (except for any lien granted to secure the Prior Note) or which has the effect of increasing Borrower's share of the costs of owning and operating any portion of the Collateral.
- c) Borrower will pay to the proper department of the State of Texas all severance taxes due on the

production of oil, gas or other hydrocarbons owned by it and produced from the Collateral and will furnish to Lenders within fifteen (15) days after quarterly severance tax reports are made by it to the State of Texas a copy of such report and evidence showing proper payment of such taxes.

- d) Borrower will keep or cause to be kept all of the Collateral which is of a character insured by persons, firms or corporations similarly situated and operating like properties, properly insured against loss or damage from such hazards and risks as are usually insured against by such persons, firms or corporations similarly situated and operating like properties, in such amount as such property is usually insured with insurers of good standing and satisfactory to Lenders and all policies covering said property so insured shall carry a loss payable clause in favor of Lenders as their interest(s) may appear. Said policy or policies or proper certificates thereof shall be delivered to Lenders in due course. Lenders shall have the right to collect, and Borrower hereby assigns unto Lenders, any and all monies that may become payable under any such policies of insurance (in the proportion such Collateral bears to the entire undivided working interest in the subject properties) by reason of damage, loss or destruction of the Collateral or any part thereof, and Lenders may apply all such sums or any part thereof, at their election, toward the payment of the Indebtedness secured by this Deed of Trust, whether the same be then due or not, application to be made first to interest (if any) and then to principal, and shall deliver the balance, if any, after such application has been made, over to Borrower.
- e) Borrower will promptly pay its share of all costs and expenses incurred under joint operating agreement(s) affecting the Collateral or any portion thereof and will furnish Lenders (as and when requested) full information as to the status of any joint account maintained with others under any such operating agreement(s).
- f) Upon request of Lenders, Borrower will promptly correct any defect which may be discovered after the execution and delivery of this instrument, in the Secured Obligations or other documents executed in connection herewith, in the execution or acknowledgment hereof or thereof, or in the description of the Collateral covered hereby, and will execute, acknowledge and deliver such further assurances and instruments as shall, in the opinion of Lenders, be necessary and proper to convey and assign to Trustee all of the Collateral.
- g) Borrower shall pay all taxes and assessments of every kind and character charged, levied or assessed against the Collateral, or any part thereof, before any such taxes or assessments shall become delinquent.
- h) HGEcorp will keep and continue all leases, estates and interests herein described and contracts and agreements relating thereto in full force and effect and will not permit the same to lapse or otherwise become impaired for failure to comply with the obligations thereof, either express or implied.
- i) Borrower will keep and maintain all improvements and all personal property and equipment now or hereafter situated on the leases and interests described herein and used in connection therewith in a good state of repair and condition, reasonable wear and tear excepted, and without the prior written consent of Lenders will not tear down or remove the same or permit the same to be torn down or removed.
- j) Borrower will operate or, to the extent that right of operation is vested in others, will exercise its best efforts to require the operator to operate the Collateral and all wells involved continuously and in a good workmanlike manner and in accordance with the best usage of the field and in accordance with the rules of the Railroad Commission of Texas and the government of the United States, or any agency thereof or other regulatory body having jurisdiction, and will promptly pay or cause to be

- paid all bills for labor and materials now or hereafter incurred in the drilling of any well thereon or in the operation of said properties, and Borrower further agrees that it will not permit any liens or encumbrances of any character to be created, fixed or filed against any property covered hereby, other than pursuant to the prior rights described herein. Borrower further agrees that until all of the Secured Obligations are paid in full, it will not without the prior written consent of Lenders allow its aggregate indebtedness to exceed the sum of \$8,000,000.00. As of the date of the issuance to Lenders of the secured Notes, the total indebtedness of Borrower does not exceed \$8,000,000.00.
- k) Borrower will permit Lenders and their accredited agents, representatives and employees at times relevant to go upon, examine, inspect and remain on the Collateral, and will furnish to Lenders on request all pertinent information in regard to the development and operation of the Collateral. In addition, Borrower will allow Lenders access to the books and records of Borrower at any time, and from time to time, during normal business hours upon reasonable notice, and Borrower will allow Lenders access to the books and records of Borrower until the Indebtedness secured by this Deed of Trust is paid in full.
- l) So long as Borrower is not in default in the Indebtedness to the Lenders secured hereby, the then current proceeds of production and other income herein or hereafter assigned or pledged hereby is and shall be released from the lien hereof, and Lenders at all times shall have the right to release any part of the Collateral now or hereafter subject to the lien hereof without releasing any other part of said property and without affecting the lien hereof as to the part or parts thereof not so released, or the right to future proceeds and income after and during periods of Borrower's default.
- m) Borrower will notify Lenders, in writing, promptly of the commencement of any legal proceedings affecting the Collateral or any part thereof and will take such actions as may be reasonably necessary to preserve its and Lenders' rights affected thereby; and should Borrower fail or refuse to take any such action, Lenders may at Lenders' election take such action in behalf and in the name of Borrower and at Borrower's expense.
- n) Promptly upon receipt of a written request from Lenders, Borrower will furnish and deliver, pursuant to such request, such complete and aggregate title information obtained or assembled by Borrower and covering title to the Collateral hereby pledged from sovereignty of soil (if available) to the latest practicable date. Should Borrower fail to furnish such title documentation upon such request, Lenders may proceed to obtain such abstracts, run-sheets and similar title analyses/compilations relating and pertaining to the Collateral, and any and all costs so incurred shall be added to and included in the indebtedness secured hereby and shall be payable by Borrower upon demand, the obligation for such payment being secured by all liens and remedies granted in this deed of trust. Any such abstracts and title documentation shall be and constitute a part of the Collateral.
- o) Borrower will maintain its respective corporate existence and will maintain and procure all necessary corporate franchises and permits to the end that Borrower shall be and continue to be a valid and subsisting entity in good standing in the state of its formation and in the State of Texas (if different) with full power and authority to own and operate all of the Collateral as contemplated herein until its obligations under this Deed of Trust shall have been fully satisfied. During the term of the Secured Obligations, Borrower will not change its executive management (including its present controller) nor increase its present executive compensation structure without the written consent of Lenders nor will Borrower issue any additional equity interests of Borrower (other than those that have previously been issued to Lenders in connection with the execution of this instrument).
- p) Borrower will not enter into any new operating agreement or amendment of any existing operating

agreement affecting the Collateral without the prior written consent of Lenders, such consent to not be unreasonably withheld or delayed. In addition, Borrower will not incur any additional indebtedness, other than normal and customary trade debt, without the prior written consent of Lenders.

III. Now, should Borrower make due and punctual payment in full of the Indebtedness secured hereby, as the same becomes due and payable, and duly observe and perform all of the covenants, conditions and agreements herein provided to be performed by it, then the within conveyance of the Collateral shall become of no further force and effect, and the lien hereof shall be released at the cost and expense of Borrower. But without notice or demand (each of which is hereby waived), the entire unpaid principal balance of the Indebtedness secured hereby shall immediately become due and payable at the option of Lenders upon the occurrence of any one or more of the following described Events of Default (individually or collectively, a "Default"):

i) Default in the payment of any principal or interest on any of the Indebtedness when the same becomes due and payable, whether as a result of mandatory prepayment, acceleration or otherwise;

ii) Default in the payment of any fees or expenses required to be paid under any of the Indebtedness for more than ten days after the same become due and payable;

iii) The discovery by Lenders that any statement, representation or warranty made by Borrower in any of the instruments representing the Indebtedness or this Deed of Trust or by Borrower in a certificate, instrument or statement delivered to or in connection with the Indebtedness is false, misleading or erroneous in any material respect when made;

iv) Default in the performance or breach of any covenant or agreement with Lenders contained herein or any other instrument and the continuance of such default for a period of ten (10) Business Days after the earlier of (A) receipt by Borrower of written notice thereof from any of Lenders or (B) Borrower otherwise having knowledge of such default or breach.

v) Borrower shall execute an assignment for the benefit of its creditors or apply for or consent to the appointment of any receiver, trustee or similar officer for it or all or any substantial part of its property or assets, or such receiver, trustee or similar officer shall be appointed without the application or consent of Borrower and such appointment shall continue for a period of thirty (30) days;

vi) Borrower shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction.

vii) Any proceeding referred to in Subsection (vi) shall be instituted against Borrower or any writ, warranty or attachment or execution or similar process shall be issued or levied against a substantial part of the property or assets of Borrower, and such writ, warrant of attachment or execution or similar process shall not be released, vacated or fully bonded within thirty (30) days after its issue or levy;

viii) The failure of Borrower to pay any money judgment, writ, warrant of attachment, or similar process, involving an amount in excess of \$10,000.00, entered or filed against Borrower, or any of Borrower's assets that remains undischarged, unvacated, unbonded, or unstayed for a period of ten (10) days or in any event later than ten (10) days prior to the date on which the assets of Borrower may be sold to satisfy such judgment.

ix) The failure to have discharged within a period of thirty (30) days after the commencement thereof, any attachment, sequestration, or similar proceedings against any of Borrower's assets.

In each and every case of a Default, the whole amount of the Secured Obligations that remains unpaid shall, at the option of Lenders, immediately mature and become due and payable, and thereupon, or at any time thereafter while the Indebtedness or any part thereof remain unpaid, it shall be the duty of the Trustee and of his

successors in the trust, on the request of Lenders to enforce this trust. In the event of a Default, Lenders shall have the following rights:

1. Lenders may appoint a receiver or receivers for the Collateral or any part thereof.
2. Lenders or Lenders' mortgage servicer may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
3. If the proceeds of the Secured Obligations are used to pay any debt secured by prior liens, Lenders are subrogated to all the rights and liens of the holders of any debt so paid.
4. If Borrower fails to perform any of Borrower's obligations, Lenders may perform those obligations and be reimbursed by Borrower on demand for any amounts so paid, including attorneys' fees, plus interest on those amounts from the dates of payment at the rate stated in the Indebtedness for matured, unpaid amounts. The amount to be reimbursed will be secured by this Deed of Trust.
5. If there is a Default on the Secured Obligations or if Borrower fails to perform any of Borrower's obligations or is otherwise in Default and the Default continues after any required notice of the Default and the time allowed to cure, Lenders may:
 - a. Declare the unpaid principal balance and earned interest on the Secured Obligations immediately due;
 - b. Direct Trustee to foreclose this lien, in which case Lenders or Lenders' agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
 - c. Purchase the Collateral at any foreclosure sale by offering the highest bid and then have the bid credited on the Secured Obligations.
6. Lenders may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

If directed by Lenders to foreclose this lien, Trustee will:

1. Either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. Sell and convey all or part of the Collateral "AS IS" to the highest bidder for cash with a general warranty binding Borrower, without representation or warranty, express or implied, by Trustee;
3. From the proceeds of the sale, pay, in this order:
 - a. Expenses of foreclosure, including a reasonable commission to Trustee;
 - b. To Lenders, the full amount of principal, interest, attorney's fees, and other charges due and unpaid to Lenders for sums advanced to Borrower;
 - c. Any other amounts due to Lenders as part of the Secured Obligations;
 - d. Any amounts required by law to be paid before payment to Borrower; and

- e. To Borrower, any balance; and
- 4. Be indemnified, held harmless, and defended by Lenders against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this Deed of Trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

IV. In case of absence, death, inability, refusal or failure of the Trustee herein named to act, or in case he/she should resign (and he/she is authorized to resign), a substitute Trustee may be named, constituted and appointed by Lenders or other holder of the majority of the Indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in such substitute Trustee so appointed and designated the estate in and title to all of said Collateral, and such substitute Trustee so appointed and designated shall thereupon hold, possess and exercise all the rights, title, duties and powers herein conferred on said Trustee named, and his/her conveyance to the purchaser at any such sale shall be equally valid and effective as if made by such named Trustee; and such right to appoint a substitute Trustee shall exist and may be exercised as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not act.

V. As additional security for the payment of all Secured Obligations hereby, and in addition to the conveyance to the Trustee herein made, Borrower does hereby, effective upon any uncured Default on the Indebtedness secured hereby, Transfer, Assign and Convey unto Lenders, their successors and assigns, all of the oil, gas and other hydrocarbons produced, saved and sold from the Collateral and attributable thereto (being to the specific working interest and net revenue comprising the Collateral) subsequent to 7:00 a.m. on the date of this Deed of Trust, together with the proceeds of any sale thereof; and HGEcorp hereby directs any purchaser now or hereafter taking the production from said premises to pay, upon the written request of Lenders, such proceeds derived from the sale thereof and to continue to make such payments until notified by Lenders to discontinue the same; and the purchaser(s) of the production from the Collateral shall not be required to see the application of the proceeds thereof by Lenders, and payment made to Lenders shall be binding and conclusive as between such purchaser(s) and Borrower.

Should any purchaser taking the production from the Collateral fail to make payment promptly to Lenders, in accordance with this assignment and in the event of a request by Lender for a direct payment of the same, then Lenders shall have the right to demand a change of connection (in the absence of contractual limitations thereon) and to designate another purchaser with whom a new connection may be made, without any liability on the part of Lenders in making such selection, so long as ordinary care is used in the making thereof; and failure of Borrower to consent to and promptly effect such change of connection shall constitute an event of default hereunder, and the whole Collateral shall become subject to foreclosure proceedings hereunder.

Borrower authorizes and empowers Lenders to receive, hold and collect all sums of money paid to Lenders in accordance with this assignment and to apply the same as is hereinafter provided, all without any liability or responsibility on the part of Lenders, save as to good faith in so receiving and applying said sums. After such application has been made by Lenders, the balance of any such payment or payments remaining shall be paid to Borrower. It is understood and agreed that should said payments provided for by this assignment be less than the sum or sums then due on the Secured Obligations, such sum or sums then due shall nevertheless be paid by Borrower in accordance with the provisions of the Secured Note or Notes or other instrument or instruments evidencing the Indebtedness, and neither this assignment nor any provision herein contained shall in any manner be construed to affect the terms and provisions of said Secured Note or Notes or other instrument or instruments. Likewise, neither this assignment nor any provision herein contained shall in any manner be construed to affect the lien, rights and remedies herein granted securing the Secured Obligations, nor Borrower's liability therefore. The rights under this assignment are cumulative of the other rights, remedies and powers granted under this Deed of Trust and are cumulative of any other security that Lenders now hold or may hereafter hold to secure the payment of the Indebtedness.

The Secured Obligations having been duly paid and discharged, then the remainder of said proceeds, if any, held by the Lenders shall be paid over to Borrower upon demand, and a release and quitclaim of the interest hereby assigned will be made to Borrower upon its request and at its expense.

VI. If while this Deed of Trust is in effect the title of Borrower, its successors or assigns, to the Collateral, or any part thereof, or the priority of the lien of this Deed of Trust or of the assignment of the production and the proceeds thereof, or the rights of Lenders to receive such proceeds thereunder, be questioned or attacked, directly or indirectly, by suit or other judicial proceedings, or in any manner, or if a controversy of any nature arises relative to such title or the priority of such lien, or if after this Deed of Trust is released, any person shall make a claim or demand against Lenders, on account of any monies paid to it under the assignment of proceeds herein contained, or on account of any action or omission of Lenders hereunder, then, and in any such events, Borrower agrees to protect and save harmless Lenders from any and all costs, loss, damage or claims by reason of such attack, controversy, suit, claim or demand, and Lenders are hereby authorized and instructed at the cost and expense of Borrower to take such steps as in Lenders' judgment may be necessary or proper to defend against such claim, demand, controversy, suit or attack, including the employment of counsel, prosecution and defense of litigation, and the compromise or discharge of all sums paid in compromise or discharge of such charges or claims, or attorney's fees, costs or court and all other expenses of every kind and nature, if incurred while this Deed of Trust remains in effect, shall become an additional part of the Secured Obligations, bearing interest at the rate of eight and two tenths percent (8.2%) per annum, be payable on demand, and be secured by the lien of this Deed of Trust upon the Collateral; and whether before or after this Deed of Trust is released, Borrower agrees to pay to Lenders on demand all such sums and expenses, with interest thereon, so paid and suffered by Lenders and that the same shall be secured by subrogation to all the rights, liens, equities, superior title and benefits held, owned, possessed and received at any time by any owner or holder of any claim, lien, assessment, charge or expense so paid. The rights of Lenders under this paragraph may be availed of by Lenders and exercised at any time regardless of whether the Indebtedness secured hereby be then due or not; and it is distinctly understood that the release of this Deed of Trust shall not relieve Borrower of its liability to save Lenders harmless from any damage suffered by Lenders on account of any claim or demand made against it after release of this Deed of Trust.

If any of the terms or provisions hereof or of any note or notes or other evidence of the Indebtedness secured hereby is susceptible of being construed as binding or obligating Borrower or any other person or concern obligated, either primarily or conditionally, for the payment of any Indebtedness secured hereby, under any circumstances or contingencies whatsoever, to pay interest in excess of that authorized by law, it is agreed that such terms or provisions are a mistake in calculation or wording and, notwithstanding the same, it is expressly agreed that neither Borrower nor any other person or concern obligated in any manner on any such Secured Obligations shall be required or obligated, under the terms hereof, under the terms of any such secured Note or other evidence of the Secured Obligations or otherwise, to pay interest in excess of that authorized by law.

The covenants and agreements herein contained shall constitute covenants running with the land and interests covered or affected hereby and shall be binding upon the heirs, legal representatives, successors and assigns of the parties.

This instrument is simultaneously executed in a number of identical counterparts, each of which for all purposes shall be deemed an original and shall be deemed, and may be enforced from time to time, as a chattel mortgage, real estate mortgage, deed of trust, assignment or contract, or as one or more thereof.

VII. Uniform Commercial Code provisions.

(a) SECURITY INTEREST. This Deed of Trust shall be construed as a deed of trust on real property and it shall also constitute and serve (a) as a security agreement on personal property within the meaning of, and shall constitute a first and prior security interest under, the UCC with respect to that portion of the Collateral within the scope of the UCC (collectively, the "UCC PROPERTY") and (b) as an assignment of rents and leases of the Collateral (if not already). To this end, and subject to the Prior Deed of Trust, HGEcorp has GRANTED, BARGAINED, CONVEYED, ASSIGNED, TRANSFERRED, AND SET

OVER, and by these presents does GRANT, BARGAIN, CONVEY, ASSIGN, TRANSFER AND SET OVER, unto Trustee and unto Lenders a security interest and all of Borrower's right, title and interest in, to and under the personalty, fixtures, equipment and the other UCC Property; to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Indebtedness.

(b) **FINANCING STATEMENTS.** Borrower hereby irrevocably authorizes Lenders at any time and from time to file in any filing office in any UCC jurisdiction one or more financing or continuation statements and amendments thereto, relative to all or any part of the Collateral, without the signature of Borrower where permitted by law. Borrower agrees to furnish Lenders, promptly upon request, with any information required by Lenders to complete such financing or continuation statements. If Lenders have filed any initial financing statements or amendments in any jurisdiction other than in relation to the prior rights described herein, Borrower acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of Lenders, and agrees that it will not do so without Lenders' prior written consent, subject to Borrower's rights under Section 9-509(d) (2) of the UCC. Borrower shall execute and deliver to Lenders, in form and substance satisfactory to Lenders, such additional financing statements and such further assurances as Lenders may, from time to time, reasonably consider necessary to create, perfect and preserve Lenders' security interest hereunder and Lenders may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

1. **UNIFORM COMMERCIAL CODE REMEDIES.** Lenders and/or Trustee shall have all the rights, remedies and recourses with respect to the UCC Property afforded to it by the UCC, in addition to, and not in limitation of, the other rights, remedies and recourses afforded by the instrument(s) manifesting the Obligations secured hereby.
2. **NO OBLIGATION OF TRUSTEE OR LENDERS.** The assignment and security interest herein granted shall not be deemed or construed to constitute Trustee or Lenders as a trustee in possession of the Collateral, to obligate Trustee or Lenders to lease the Collateral or attempt to do same, or to take any action, incur any expense or perform or discharge any obligation, duty or liability whatsoever under any of the lease/Collateral or otherwise.
3. **FIXTURE FILING.** A part of the Collateral is or is to become or may become fixtures pursuant to applicable law. In this regard, to the extent that the Collateral includes items of personal property which are or are to become fixtures under applicable law (if any), and to the extent permitted under applicable law, the filing hereof in the real estate records of the county in which such Collateral is located shall also operate from the time of filing as a "fixture filing" for all purposes under the UCC with respect to such Collateral, and the following information is applicable for the purpose of such fixture filing, to wit:

NAME AND ADDRESS OF THE BORROWER: Borrower: 2002 Timberloch Place, #550, The Woodlands, Texas 77380.

NAME AND ADDRESS OF THE SECURED PARTY: Lenders:
Robert L. Clarke, 711 Louisiana, Suite 2300, Houston, Texas 77002

Family Trust Under the Will of Jean T. Clarke, 711 Louisiana, Suite 2300, Houston, Texas 77002

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR ITEMS OF PROPERTY:

This instrument covers goods or items of personal property that are or are to become fixtures upon the real property included in the Collateral.

The name of the record owner of the real property on which such fixtures are or are to be located is one or more of Borrower.

4. **REMEDIES.** If an Event of Default remains uncured, Lenders may elect, in addition to exercising any and all other rights, remedies and recourses set forth elsewhere in this Deed of Trust, to collect and receive all of the revenues attributable to said Collateral and to proceed in the manner set forth in Section 9.604 of the UCC in effect (or any replacement or amendment thereof) relating to the procedure

to be followed when a security agreement covers both real and personal property. Except as otherwise set forth in this Article VII(b)(4), at any foreclosure and sale as described hereinabove, it shall be deemed that the Trustee proceeded under such Section 9.604 and that such sale passed title to all of the Collateral and other property described herein to the purchaser thereat, including without limitation, the UCC Property. Lenders, acting by and through the Trustee or any other representative, may elect either prior to or at such sale not to proceed under such Section 9.604 by notifying Borrower of the manner in which Lenders intend to proceed with regard to the UCC Property.

5. LOCATION OF CHIEF EXECUTIVE OFFICE. Borrower hereby warrants and represents to Lenders that its chief executive office is located at the address set forth in the opening recital of this Deed of Trust, that it is organized under the laws of the State of Texas and that it is duly qualified and in good standing to conduct business in the State of Texas. Borrower shall notify Lenders immediately if Borrower changes the location of its chief executive office or its state of organization or in the event it is no longer qualified or in good standing.

VIII. This instrument may be executed in one or more original, facsimile or electronic counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document. In making proof of this Agreement, it shall not be necessary to produce nor to account for all counterparts hereof, and it shall be sufficient to produce but one counterpart original hereof executed by the party sought to be charged thereby. The Parties specifically intend that this Agreement may be executed by facsimile or by the exchange of documents in electronic format in accordance with the Uniform Electronic Transactions Act (Tex. Bus. & Com. Code Sec. 43.001 *et seq.*).

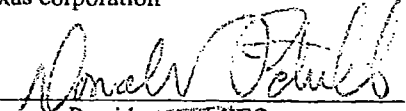
IX. For as long as any indebtedness remains secured by this Deed of Trust, Borrower will provide to Lenders, no later than the 20th day of each calendar month, a full set of financial statements, including a balance sheet, income statement and projection of costs and revenues for the next ensuing calendar month and such other financial information as Lenders may request from time to time.

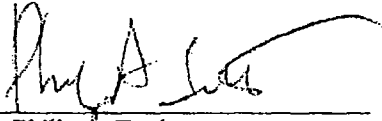
EXECUTED by the Parties as of the respective acknowledgment dates indicated below, to be effective as of the 18 day of June, 2018.

GRANTOR:

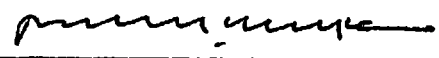
TRUSTEE:

HOUSTON GULF ENERGY CORPORATION
a Texas corporation

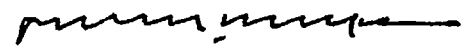
By: 
President and CEO
*Donald W. Tuttle - 6/11/18
HRT*


Philip A. Tuttle

LENDERS:


Robert L. Clarke

Family Trust Under the Will of Jean T. Clarke

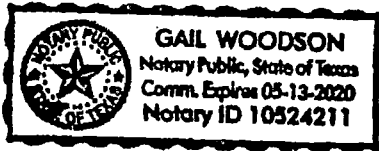

Robert L. Clarke, Trustee

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 17th day of JUNE, 2018, by Daniel Willis, President and CEO of Houston Gulf Energy Corporation, a Texas corporation, on behalf of such corporation. 1771 72140

[Stamp]

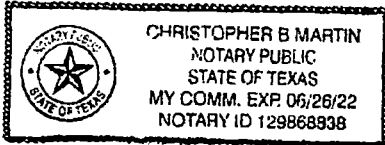
[Signature]
Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 21 day of June, 2018, by Philip A. Tuttle.

[Stamp]



[Signature]
Notary Public, State of Texas

STATE OF TEXAS New Mexico §
 §
COUNTY OF HARRIS Santa Fe §

This instrument was acknowledged before me on this 18th day of June, 2018, by Robert L. Clarke.



[Signature]
Notary Public, State of Texas

Mortgagor: Houston Gulf Energy Corporation
Mortgagee: Robert L. Clarke and Family Trust
Under the Will of Jean T. Clarke

Deed of Trust, Security Agreement
and Assignment dated June 1, 2018

EXHIBIT A

OIL, GAS AND MINERAL LEASES

- Lease No. 1: Oil, Gas and Mineral Lease dated March 1, 2009, by and between, Santiago Zarate, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907845, and amended by Instrument No. 201202397 of the Official Public Records, Victoria County, Texas.
- Lease No. 2: Oil, Gas and Mineral Lease dated April 10, 2009, by and between, Elsie Ochoa, Diana Panpoja, Elvis Garcia, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907846 of the Official Public Records, Victoria County, Texas.
- Lease No. 3: Oil, Gas and Mineral Lease dated June 1, 2011, by and between, Lupe Zarate, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201108553 of the Official Public Records, Victoria County, Texas.
- Lease No. 4: Oil, Gas and Mineral Lease dated June 1, 2011, by and between, Domingo Zarate, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201109278 of the Official Public Records, Victoria County, Texas.
- Lease No. 5: Oil, Gas and Mineral Lease dated June 1, 2011, by and between, Marsha Zarate Salas, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201109279 of the Official Public Records, Victoria County, Texas.
- Lease No. 6: Oil, Gas and Mineral Lease dated June 1, 2011, by and between, Matilda Zarate Covarrubins, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201109280 of the Official Public Records, Victoria County, Texas.
- Lease No. 7: Oil, Gas and Mineral Lease dated March 30, 2009, by and between, Veronica Z. Lachey, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907847 of the Official Public Records, Victoria County, Texas.
- Lease No. 8: Oil, Gas and Mineral Lease dated March 25, 2009, by and between, Atanacio G. Zarate, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907848 of the Official Public Records, Victoria County, Texas.
- Lease No. 9: Oil, Gas and Mineral Lease dated March 25, 2009, by and between, Felipe Zarate, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907849 of the Official Public Records, Victoria County, Texas.

- Lease No. 10: Oil, Gas and Mineral Lease dated April 24, 2009, by and between, Phyllis Waddy, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907850 of the Official Public Records, Victoria County, Texas.
- Lease No. 11: Oil, Gas and Mineral Lease dated April 24, 2009, by and between, Leonora Cuellar, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907851 of the Official Public Records, Victoria County, Texas.
- Lease No. 12: Oil, Gas and Mineral Lease dated April 24, 2009, by and between, Israel Cuellar, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907852 of the Official Public Records, Victoria County, Texas.
- Lease No. 13: Oil, Gas and Mineral Lease dated April 24, 2009, by and between, Celia Duffene, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907853 of the Official Public Records, Victoria County, Texas.
- Lease No. 14: Oil, Gas and Mineral Lease dated March 30, 2009, by and between, Micaela Z. Olivarez, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907854 of the Official Public Records, Victoria County, Texas.
- Lease No. 15: Oil, Gas and Mineral Lease dated March 25, 2009, by and between, Agnes Z. Garcia, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907855 of the Official Public Records, Victoria County, Texas.
- Lease No. 16: Oil, Gas and Mineral Lease dated May 29, 2009, by and between, Gloria Z. Carmona, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907856 of the Official Public Records, Victoria County, Texas.
- Lease No. 17: Oil, Gas and Mineral Lease dated May 29, 2009, by and between, Gene David Zarate, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907857 of the Official Public Records, Victoria County, Texas.
- Lease No. 18: Oil, Gas and Mineral Lease dated June 8, 2009, by and between, Jo Ann Rodriguez, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907858 of the Official Public Records, Victoria County, Texas.
- Lease No. 19: Oil, Gas and Mineral Lease dated June 8, 2009, by and between, Joe John Zarate, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200911252 of the Official Public Records, Victoria County, Texas.

- Lease No. 20: Oil, Gas and Mineral Lease dated March 30, 2009, by and between, Lydia Ann Avalos, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907859 of the Official Public Records, Victoria County, Texas.
- Lease No. 21: Oil, Gas and Mineral Lease dated May 18, 2009, by and between, Janie De La Garza, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907860 of the Official Public Records, Victoria County, Texas.
- Lease No. 22: Oil, Gas and Mineral Lease dated May 22, 2009, by and between, Debbie Zarate, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907861 of the Official Public Records, Victoria County, Texas.
- Lease No. 23: Oil, Gas and Mineral Lease dated May 22, 2009, by and between, Adclaido Zarate Jr., as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200909252 of the Official Public Records, Victoria County, Texas.
- Lease No. 24: Oil, Gas and Mineral Lease dated May 22, 2009, by and between, Victor H Valdez, Rebeca Valdez and Jesusita Valdez, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 15.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200910387 of the Official Public Records, Victoria County, Texas.
- Lease No. 25: Oil, Gas and Mineral Lease dated June 1, 2009, by and between, Louis Fred Groth, II and wife, Elizabeth Tater Groth, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 2.2 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907862 of the Official Public Records, Victoria County, Texas.
- Lease No. 26: Oil, Gas and Mineral Lease dated June 1, 2009, by and between, Joseph A. Talamantes and wife, Ida W.C. Garza Talamantes, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.7448 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907863 of the Official Public Records, Victoria County, Texas.
- Lease No. 27: Oil, Gas and Mineral Lease dated June 1, 2009, by and between, Rhonda G. Stastny, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 2.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907864 of the Official Public Records, Victoria County, Texas.
- Lease No. 28: Oil, Gas and Mineral Lease dated June 1, 2009, by and between, Robert Lee Garza, Sr. and wife, Cecilia Garza, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 3.733 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907865 of the Official Public Records, Victoria County, Texas.

- Lease No. 29: Oil, Gas and Mineral Lease dated April 5, 2009, by and between, Mary Irma Garza, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.0248 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907866 of the Official Public Records, Victoria County, Texas.
- Lease No. 30: Oil, Gas and Mineral Lease dated April 1, 2011, by and between, Steven Pena, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 0.8148 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201105577 of the Official Public Records, Victoria County, Texas.
- Lease No. 31: Oil, Gas and Mineral Lease dated April 1, 2011, by and between, Janie Pena Edmondson, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 0.8148 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201105578 of the Official Public Records, Victoria County, Texas.
- Lease No. 32: Oil, Gas and Mineral Lease dated April 1, 2011, by and between, Tommy Calvillo, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 0.8148 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201105579 of the Official Public Records, Victoria County, Texas.
- Lease No. 33: Oil, Gas and Mineral Lease dated April 1, 2009, by and between, Morris L. Stevens, Jr. and wife Ellen F. Stevens, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 40.83 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907868 of the Official Public Records, Victoria County, Texas.
- Lease No. 34: Oil, Gas and Mineral Lease dated May 1, 2009, by and between, Jack A. Mullins, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 51.6529 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907869 of the Official Public Records, Victoria County, Texas.
- Lease No. 35: Oil, Gas and Mineral Lease dated April 20, 2009, by and between, James L. Kubecka, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 51.6529 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907870 of the Official Public Records, Victoria County, Texas.
- Lease No. 36: Oil, Gas and Mineral Lease dated April 20, 2009, by and between, Albert H. Warburton, III, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 51.6529 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907872 of the Official Public Records, Victoria County, Texas.
- Lease No. 37: Oil, Gas and Mineral Lease dated April 20, 2009, by and between, Judith Ann Baass Daggett, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 51.6529 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907873 of the Official Public Records, Victoria County, Texas.
- Lease No. 38: Oil, Gas and Mineral Lease dated May 1, 2009, by and between, Mildred V. Baass Trust, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 51.6529 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907871 of the Official Public Records, Victoria County, Texas.

- Lease No. 39: Oil, Gas and Mineral Lease dated March 31, 2009, by and between, Dalia Frances Rios, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.38 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907874 of the Official Public Records, Victoria County, Texas.
- Lease No. 40: Oil, Gas and Mineral Lease dated March 1, 2011, by and between, Holzheuser 1999 Family Partnership, Ltd. and others, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 17.13 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201102898 and 201103283 of the Official Public Records, Victoria County, Texas.
- Lease No. 41: Oil, Gas and Mineral Lease dated March 31, 2009, by and between, Abundio B. Rios, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.223 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907875 of the Official Public Records, Victoria County, Texas.
- Lease No. 42: Oil, Gas and Mineral Lease dated June 1, 2009, by and between, Alton H. Johnston and wife, Merell M. Johnston, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.035 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907876 of the Official Public Records, Victoria County, Texas.
- Lease No. 43: Oil, Gas and Mineral Lease dated April 1, 2009, by and between, James Robert Zak, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.52 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907877 of the Official Public Records, Victoria County, Texas.
- Lease No. 44: Oil, Gas and Mineral Lease dated April 8, 2009, by and between, Darrel Chovanec and wife, Naomi Chovanec, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 3.64 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907878 of the Official Public Records, Victoria County, Texas.
- Lease No. 45: Oil, Gas and Mineral Lease dated April 15, 2009, by and between, Sadie Louise Wilson, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.51 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907879 of the Official Public Records, Victoria County, Texas.
- Lease No. 46: Oil, Gas and Mineral Lease dated April 5, 2009, by and between, Mary Diana Garza, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.21 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907880 of the Official Public Records, Victoria County, Texas.
- Lease No. 47: Oil, Gas and Mineral Lease dated June 1, 2009, by and between, Ida W.C. Garza Talamantes, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.21 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907881 of the Official Public Records, Victoria County, Texas.
- Lease No. 48: Oil, Gas and Mineral Lease dated May 18, 2009, by and between, Charlie Garza, III, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.21 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907882 of the Official Public Records, Victoria County, Texas.

- Lease No. 49: Oil, Gas and Mineral Lease dated June 1, 2009, by and between, Johnnie A. Ressman and wife, Leona Ressman, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.026 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907883 of the Official Public Records, Victoria County, Texas.
- Lease No. 50: Oil, Gas and Mineral Lease dated April 2, 2009, by and between, Bessie Charbula, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.52 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907884 of the Official Public Records, Victoria County, Texas.
- Lease No. 51: Oil, Gas and Mineral Lease dated April 2, 2009, by and between, Connie Charbula Andel, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.52 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907885 of the Official Public Records, Victoria County, Texas.
- Lease No. 52: Oil, Gas and Mineral Lease dated April 2, 2009, by and between, Tommy R. Charbula, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.52 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907886 of the Official Public Records, Victoria County, Texas.
- Lease No. 53: Oil, Gas and Mineral Lease dated April 3, 2009, by and between, Geneva P. Bortel, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.792 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907887 of the Official Public Records, Victoria County, Texas.
- Lease No. 54: Oil, Gas and Mineral Lease dated April 21, 2009, by and between, Emmanuel Lutheran Church of Inez, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 2.41 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907888 of the Official Public Records, Victoria County, Texas.
- Lease No. 55: Oil, Gas and Mineral Lease dated April 15, 2009, by and between, Edna Terry Black, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.34 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907889 of the Official Public Records, Victoria County, Texas.
- Lease No. 56: Oil, Gas and Mineral Lease dated June 29, 2009, by and between Garland Sandhop, Jr. and wife, B.J. Sandhop, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.34 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907890 of the Official Public Records, Victoria County, Texas.
- Lease No. 57: Oil, Gas and Mineral Lease dated June 22, 2009, by and between Koontz Ranch Partnership, Ltd., as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.888 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907891 of the Official Public Records, Victoria County, Texas.
- Lease No. 58: Oil, Gas and Mineral Lease dated May 26, 2009, by and between Most Reverend David E. Fellhauer, Bishop of the Diocese of Victoria in Texas, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 2.9948 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907892 of the Official Public Records, Victoria County, Texas.

- Lease No. 59: Oil, Gas and Mineral Lease dated April 13, 2009, by and between, Carolyn E. Eller, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.3443 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907893 of the Official Public Records, Victoria County, Texas.
- Lease No. 60: Oil, Gas and Mineral Lease dated April 10, 2009, by and between, Dwayne Pscenk, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 2.5 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907894 of the Official Public Records, Victoria County, Texas.
- Lease No. 61: Oil, Gas and Mineral Lease dated April 10, 2009, by and between, Jan Lee Folger, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 2.5 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907895 of the Official Public Records, Victoria County, Texas.
- Lease No. 62: Oil, Gas and Mineral Lease dated April 3, 2009, by and between, Kathleen Nelson, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 2.5 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907896 of the Official Public Records, Victoria County, Texas.
- Lease No. 63: Oil, Gas and Mineral Lease dated April 10, 2009, by and between, Marilyn Pope, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 2.5 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907897 of the Official Public Records, Victoria County, Texas.
- Lease No. 64: Oil, Gas and Mineral Lease dated April 8, 2009, by and between, Joyce Woolsey, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.033 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907898 of the Official Public Records, Victoria County, Texas.
- Lease No. 65: Oil, Gas and Mineral Lease dated April 15, 2009, by and between, James Elvin Roberson, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.166 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907899 of the Official Public Records, Victoria County, Texas.
- Lease No. 66: Oil, Gas and Mineral Lease dated April 15, 2009, by and between, The Jimmy R McSpadden and Joan K McSpadden Revocable Living Trust, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.166 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907900 of the Official Public Records, Victoria County, Texas.
- Lease No. 67: Oil, Gas and Mineral Lease dated May 12, 2009, by and between, Davy Chrbula, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.162 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907901 of the Official Public Records, Victoria County, Texas.
- Lease No. 68: Oil, Gas and Mineral Lease dated April 14, 2009, by and between, James A. Whitaker, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 13.877 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907902 of the Official Public Records, Victoria County, Texas.

- Lease No. 69: Oil, Gas and Mineral Lease dated April 15, 2009, by and between, Nelson O. Roberts, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.332 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907903 of the Official Public Records, Victoria County, Texas.
- Lease No. 70: Oil, Gas and Mineral Lease dated April 26, 2009, by and between, Nelson Patricia Lemke, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.332 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907904 of the Official Public Records, Victoria County, Texas.
- Lease No. 71: Oil, Gas and Mineral Lease dated April 26, 2009, by and between, Charles B. Nelson, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.498 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907905 of the Official Public Records, Victoria County, Texas.
- Lease No. 72: Oil, Gas and Mineral Lease dated April 15, 2009, by and between, Marjorie Lynn Macon Urban, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.6888 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907906 of the Official Public Records, Victoria County, Texas.
- Lease No. 73: Oil, Gas and Mineral Lease dated April 15, 2009, by and between, Roberta R. Earnshaw, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.6888 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907907 of the Official Public Records, Victoria County, Texas.
- Lease No. 74: Oil, Gas and Mineral Lease dated July 27, 2009, by and between, Marianne Ponder Bowman Revocable Trust, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.6888 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200909251 of the Official Public Records, Victoria County, Texas.
- Lease No. 75: Oil, Gas and Mineral Lease dated April 20, 2009, by and between, Cleon George Johnson, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.0 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907908 of the Official Public Records, Victoria County, Texas.
- Lease No. 76: Oil, Gas and Mineral Lease dated April 20, 2009, by and between, Tula Claire Fille, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.0 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907909 of the Official Public Records, Victoria County, Texas.
- Lease No. 77: Oil, Gas and Mineral Lease dated April 20, 2009, by and between, Bobbie Jean Miller, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.0 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907910 of the Official Public Records, Victoria County, Texas.
- Lease No. 78: Oil, Gas and Mineral Lease dated April 20, 2009, by and between, La Noe Ann Walthall, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.0 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 2009079011 of the Official Public Records, Victoria County, Texas.

- Lease No. 79: Oil, Gas and Mineral Lease dated April 20, 2009, by and between, Ernest John Stuart, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.166 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907912 of the Official Public Records, Victoria County, Texas.
- Lease No. 80: Oil, Gas and Mineral Lease dated April 24, 2009, by and between, Frank Montes and wife, Paula Lee Unger Montes, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.297 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907913 of the Official Public Records, Victoria County, Texas.
- Lease No. 81: Oil, Gas and Mineral Lease dated April 20, 2009, by and between, Lee Henry Thurmond, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.5165 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907914 of the Official Public Records, Victoria County, Texas.
- Lease No. 82: Oil, Gas and Mineral Lease dated April 22, 2009, by and between, Manuel Basquez, Jr., as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.337 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907915 of the Official Public Records, Victoria County, Texas.
- Lease No. 83: Oil, Gas and Mineral Lease dated April 22, 2009, by and between, Connie Basquez Vargas, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.337 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907916 of the Official Public Records, Victoria County, Texas.
- Lease No. 84: Oil, Gas and Mineral Lease dated April 22, 2009, by and between, Alice Basquez Valdez, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.337 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907917 of the Official Public Records, Victoria County, Texas.
- Lease No. 85: Oil, Gas and Mineral Lease dated June 1, 2009, by and between, Joyce E. Mendez, Gene Espinosa and Louisa B. Lopez, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.337 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907918 of the Official Public Records, Victoria County, Texas.
- Lease No. 86: Oil, Gas and Mineral Lease dated June 8, 2009, by and between, Rita E. Falcon, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.337 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907919 of the Official Public Records, Victoria County, Texas.
- Lease No. 87: Oil, Gas and Mineral Lease dated December 1, 2010, by and between, Janie Barrios, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 0.337 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201101612 of the Official Public Records, Victoria County, Texas.
- Lease No. 88: Oil, Gas and Mineral Lease dated December 1, 2010, by and between, Dolores Jimenez, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 0.337 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201101614 of the Official Public Records, Victoria County, Texas.

- Lease No. 89: Oil, Gas and Mineral Lease dated December 1, 2010, by and between, Olga Castillo, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 0.337 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201101613 of the Official Public Records, Victoria County, Texas.
- Lease No. 90: Oil, Gas and Mineral Lease dated November 1, 2011, by and between, Jesse Castillo, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 0.337 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201200525 of the Official Public Records, Victoria County, Texas.
- Lease No. 91: Oil, Gas and Mineral Lease dated November 1, 2011, by and between, Viola Castillo Berrnia, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 0.337 acre, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201200525 of the Official Public Records, Victoria County, Texas.
- Lease No. 92: Oil, Gas and Mineral Lease dated April 21, 2009, by and between, William B McCord and wife Doris M McCord, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.166 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907920 of the Official Public Records, Victoria County, Texas.
- Lease No. 93: Oil, Gas and Mineral Lease dated April 24, 2009, by and between, Inez Fire Company, Inc., as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.166 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907921 of the Official Public Records, Victoria County, Texas.
- Lease No. 94: Oil, Gas and Mineral Lease dated May 12, 2009, by and between, Juan Gonzales, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.68 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907923 of the Official Public Records, Victoria County, Texas.
- Lease No. 95: Oil, Gas and Mineral Lease dated June 1, 2009, by and between, Oralia Goseksson, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.68 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907924 of the Official Public Records, Victoria County, Texas.
- Lease No. 96: Oil, Gas and Mineral Lease dated June 9, 2009, by and between, Gilbert Gonzales, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.68 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907925 of the Official Public Records, Victoria County, Texas.
- Lease No. 97: Oil, Gas and Mineral Lease dated June 9, 2009, by and between, Lina G. Mendoza, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.68 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907926 of the Official Public Records, Victoria County, Texas.
- Lease No. 98: Oil, Gas and Mineral Lease dated June 9, 2009, by and between, Eddie Gonzales, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.68 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907927 of the Official Public Records, Victoria County, Texas.

- Lease No. 99: Oil, Gas and Mineral Lease dated June 12, 2009, by and between, Erna A. Prokop, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 0.503 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907928 of the Official Public Records, Victoria County, Texas.
- Lease No. 100: Oil, Gas and Mineral Lease dated June 8, 2009, by and between, Ellsandro F. Garcia Jr., as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.115 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200909249 of the Official Public Records, Victoria County, Texas.
- Lease No. 101: Oil, Gas and Mineral Lease dated June 23, 2009, by and between, Charlie Rivas, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.23 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200909250 of the Official Public Records, Victoria County, Texas.
- Lease No. 102: Oil, Gas and Mineral Lease dated June 23, 2009, by and between, Earl Michael Rivas, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.23 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907929 of the Official Public Records, Victoria County, Texas.
- Lease No. 103: Oil, Gas and Mineral Lease dated June 23, 2009, by and between, John Rivas, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.23 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907930 of the Official Public Records, Victoria County, Texas.
- Lease No. 104: Oil, Gas and Mineral Lease dated February 1, 2011, by and between, Maurine Milner, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 1.007 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201101976 of the Official Public Records, Victoria County, Texas.
- Lease No. 105: Oil, Gas and Mineral Lease dated May 5, 2009, by and between, Crisostomoc Guerra, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200907922 of the Official Public Records, Victoria County, Texas.
- Lease No. 106: Oil, Gas and Mineral Lease dated February 21, 2011, by and between, Diana Sandoval, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 1.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201102532 of the Official Public Records, Victoria County, Texas.
- Lease No. 107: Oil, Gas and Mineral Lease dated February 21, 2011, by and between, Delia Hinojosa, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 1.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201102899 of the Official Public Records, Victoria County, Texas.
- Lease No. 108: Oil, Gas and Mineral Lease dated February 21, 2011, by and between, Daniel R. Guerra, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 1.0 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201103282 of the Official Public Records, Victoria County, Texas.

Lease No. 109: Oil, Gas and Mineral Lease dated January 1, 2012, by and between; Holzhauser 1999 Family Partnership and others, as Lessor, and Buckaroo Fuel Company, as Lessee, covering 5.379 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 201201358 of the Official Public Records, Victoria County, Texas.

Lease No. 110: Oil, Gas and Mineral Lease dated June 23, 2009, by and between, Joe Rivas, as Lessor, and Buckaroo Fuel Company, L.L.C., as Lessee, covering 1.23 acres, more or less, a part of the Valentine Garcia Survey, Abstract 45, Victoria County, Texas, recorded by memorandum under Instrument No. 200911251 of the Official Public Records, Victoria County, Texas.

OIL AND GAS LEASES

- Lease No. 1: Oil and Gas Lease dated June 5, 2009, by and between, C.K. McCaa, Jr. and others, as Lessor, and Joe E. Allen, as Lessee, covering 178.191 acres, more or less, a part of the S.A. Belding Survey, Abstract 142, Victoria County, Texas, recorded by memorandum under Instrument No. 200911565 of the Official Public Records, Victoria County, Texas.
- Lease No. 2: Oil and Gas Lease dated June 5, 2009, by and between, Crain Mineral Properties, L.P., as Lessor, and Joe E. Allen, as Lessee, covering 178.191 acres, more or less, a part of the S.A. Belding Survey, Abstract 142, Victoria County, Texas, recorded by memorandum under Instrument No. 200913002 of the Official Public Records, Victoria County, Texas.
- Lease No. 3: Oil and Gas Lease dated June 5, 2009, by and between, Walter C. Womack, as Lessor, and Joe E. Allen, as Lessee, covering 178.191 acres, more or less, a part of the S.A. Belding Survey, Abstract 142, Victoria County, Texas, recorded by memorandum under Instrument No. 200911566 of the Official Public Records, Victoria County, Texas.
- Lease No. 4: Oil and Gas Lease dated June 5, 2009, by and between, Helen Louise Mayfield and others, as Lessor, and Joe E. Allen, as Lessee, covering 178.191 acres, more or less, a part of the S.A. Belding Survey, Abstract 142, Victoria County, Texas, recorded by memorandum under Instrument No. 200912560 of the Official Public Records, Victoria County, Texas.
- Lease No. 5: Oil and Gas Lease dated June 5, 2009, by and between, Margaret Lowery, Trustee of the Margaret Lowery 2005 Non-Exempt Trust and Individually, as Lessor, and Joe E. Allen, as Lessee, covering 178.191 acres, more or less, a part of the S.A. Belding Survey, Abstract 142, Victoria County, Texas, recorded by memorandum under Instrument No. 200911567 of the Official Public Records, Victoria County, Texas.
- Lease No. 6: Oil and Gas Lease dated June 5, 2009, by and between, Eileen L. May, Trustee of the Eileen L. May 2005 Non-Exempt Trust, and Trustee of the Eileen May Trust, as Lessor, and Joe E. Allen, as Lessee, covering 178.191 acres, more or less, a part of the S.A. Belding Survey, Abstract 142, Victoria County, Texas, recorded by memorandum under Instrument No. 200911568 of the Official Public Records, Victoria County, Texas.
- Lease No. 7: Oil and Gas Lease dated June 5, 2009, by and between, Lloyd Allen Livingston II, Trustee of the Kathryn L. Livingston 2005 Non-Exempt Trust and The Estate of Kathryn Lowery Livingston, as Lessor, and Joe E. Allen, as Lessee, covering 178.191 acres, more or less, a part of the S.A. Belding Survey, Abstract 142, Victoria County, Texas, recorded by memorandum under Instrument No. 200911569 of the Official Public Records, Victoria County, Texas.
- Lease No. 8: Oil and Gas Lease dated June 5, 2009, by and between, Virginia L. Dierlam, Trustee of the Virginia L. Dierlam 2005 Non-Exempt Trust and Individually, as Lessor, and Joe E. Allen, as Lessee, covering 178.191 acres, more or less, a part of the S.A. Belding Survey, Abstract 142, Victoria County, Texas, recorded by memorandum under Instrument No. 200911570 of the Official Public Records, Victoria County, Texas.

County, Texas, recorded by memorandum under Instrument No. 200911571 of the Official Public Records, Victoria County, Texas.

Lease No. 10: Oil and Gas Lease dated June 5, 2009, by and between, Greta Knebel and others, as Lessor, and Joe E. Allen, as Lessee, covering 178.191 acres, more or less, a part of the S.A. Belding Survey, Abstract 142, Victoria County, Texas, recorded by memorandum under Instrument No. 200911575 of the Official Public Records, Victoria County, Texas.

Lease No. 11: Oil and Gas Lease dated June 5, 2009, by and between, Josephine Koenning, as Lessor, and Joe E. Allen, as Lessee, covering 178.191 acres, more or less, a part of the S.A. Belding Survey, Abstract 142, Victoria County, Texas, recorded by memorandum under Instrument No. 200911572 of the Official Public Records, Victoria County, Texas.

Lease No. 12: Oil and Gas Lease dated June 5, 2009, by and between, George Rivet, as Lessor, and Joe E. Allen, as Lessee, covering 178.191 acres, more or less, a part of the S.A. Belding Survey, Abstract 142, Victoria County, Texas, recorded by memorandum under Instrument No. 200911573 of the Official Public Records, Victoria County, Texas.

Lease No. 13: Oil and Gas Lease dated June 5, 2009, by and between, Eric Knebel Trust and others, as Lessor, and Joe E. Allen, as Lessee, covering 178.191 acres, more or less, a part of the S.A. Belding Survey, Abstract 142, Victoria County, Texas, recorded by memorandum under Instrument No. 200911574 of the Official Public Records, Victoria County, Texas.

Lease No. 14: Oil and Gas Lease dated June 5, 2009, by and between, Allen Livingston, as Lessor, and Joe E. Allen, as Lessee, covering 178.191 acres, more or less, a part of the S.A. Belding Survey, Abstract 142, Victoria County, Texas, recorded by memorandum under Instrument No. 200912562 of the Official Public Records, Victoria County, Texas.

ORIGINAL SCANNED &
RETURNED TO:
BEN PRAMA 111
DATE 12/11/2012

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Robert S. Cortez, County Clerk
Victoria County Texas

December 11, 2012 11:00:51 AM

Return To
✓ Houston Golf Energy Corp
8008 Timberloch Place #350
The Woodlands, TX 77380

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Deidi Cosby

Harris County Clerk

1500 Texas Street, Suite 1000

Houston, Texas 77002

2018-02-13

FEB 13 2018

DT

201811016

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

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.

DEED OF TRUST INFORMATION:

Date: 12/22/2006
Grantor(s): JARRELL B. FRANKS, A MARRIED MAN, JOINED BY HIS WIFE, DOLORES FRANKS, PRO FORMA
Original Mortgagee: COLDWELL BANKER MORTGAGE
Original Principal: \$141,000.00
Recording Information: Instrument 200700234
Property County: Victoria
Property: (See Attached Exhibit "A")
Reported Address: 315 SEQUOIA DRIVE, VICTORIA, TX 77904

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: NewRez LLC d/b/a Shellpoint Mortgage Servicing
Mortgage Servicer: Shellpoint Mortgage Servicing
Current Beneficiary: NewRez LLC d/b/a Shellpoint Mortgage Servicing
Mortgage Servicer Address: 55 Beattie Place, Suite 110, Greenville, SC 29601

SALE INFORMATION:

Date of Sale: Tuesday, the 7th day of June, 2022
Time of Sale: 11:00AM or within three hours thereafter.
Place of Sale: AT THE AREA IN FRONT OF THE EAST DOOR OF THE COURTHOUSE BUILDING, LOCATED AT 115 NORTH BRIDGE STREET in Victoria County, Texas, Or, if the preceding area(s) is/are no longer the area(s) designated by the Victoria County Commissioner's Court, at the area most recently designated by the Victoria County Commissioner's Court.

WHEREAS, the above-named Grantor previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared; such default was reported to not have been cured; and all sums secured by such Deed of Trust were declared to be immediately due and payable; and

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Jodi Steen, Janice Stoner, Ramon Perez, John Sisk, Amy Ortiz, Auction.com, Braden Barnes, Rachel Donnelly, Carlos Hernandez-Vivoni, or Jamie E. Silver, any to act, have been appointed as Substitute Trustees and requested to sell the Property to satisfy the indebtedness; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note has been accelerated and all sums secured by the Deed of Trust have been declared to be immediately due and payable.
2. Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Jodi Steen, Janice Stoner, Ramon Perez, John Sisk, Amy Ortiz, Auction.com, Braden Barnes, Rachel Donnelly, Carlos Hernandez-Vivoni, or Jamie E. Silver, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. This sale shall be subject to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien of the Deed of Trust.

FILED

2022 MAY 12 A 11:36

Jo Woolsey
COUNTY CLERK
VICTORIA COUNTY, TEXAS

4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's own risk" and "at his peril", and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interests of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.

Substitute Trustee(s): Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Jodi Steen, Janice Stoner, Ramon Perez, John Sisk, Amy Ortiz, Auction.com, Braden Barnes, Rachel Donnelly, Carlos Hernandez-Vivoni, or Jamie E. Silver, any to act.

Substitute Trustee Address: 14841 Dallas Parkway, Suite 425, Dallas, TX 75254

Document Prepared by:
Bonial & Associates, P.C.
14841 Dallas Parkway, Suite 425, Dallas, TX 75254
AS ATTORNEY FOR THE HEREIN
IDENTIFIED MORTGAGEE AND/OR
MORTGAGE SERVICER

Certificate of Posting

I am _____ whose address is 14841 Dallas Parkway, Suite 425, Dallas, TX 75254. I declare under penalty of perjury that on _____ I filed and / or recorded this Notice of Foreclosure Sale at the office of the Victoria County Clerk and caused it to be posted at the location directed by the Victoria County Commissioners Court.

By: _____

Exhibit "A"

BEING LOT NO. THIRTY-ONE (31), IN BLOCK NO. THREE (3), OF PARKSTONE SUBDIVISION, PHASE I, A SUBDIVISION IN THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF SAID SUBDIVISION OF RECORD IN VOLUME 8, PAGES 105 A AND B OF THE MAP AND PLAT RECORDS OF VICTORIA COUNTY, TEXAS, REFERENCE TO WHICH IS HEREMADE FOR ALL PURPOSES

Return to: Bonial & Associates, P.C., 14841 Dallas Parkway, Suite 425, Dallas, TX 75254

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

Pursuant to authority conferred upon me by that certain Deed of Trust executed by WAYNE SHELTON, dated September 18, 2019, and duly recorded as Instrument No. 201910584 in the Official Records of Victoria County, Texas, I will, as Substitute Trustee under said Deed of Trust, in order to satisfy the indebtedness secured thereby and at the request of the holder of said indebtedness, default having been made in the payment thereof, sell on Tuesday, June 7, 2022, (that being the first Tuesday of said month), at public auction to the highest bidder for cash at the area of the Victoria County Courthouse designated by the Victoria County Commissioners Court for foreclosure sales (the Commissioners Court designation is recorded in the Real Property Records of Victoria County, Texas), said Courthouse being located in Victoria, Texas, between the hours of 1:00 o'clock p.m. and 4:00 o'clock p.m. of that day (the earliest time at which the sale will occur is 1:00 o'clock p.m., and the latest time at which it may occur is 4:00 o'clock p.m.), the following-described property, to-wit:

BEING Lot Number Three (3) and the East One-Half (E 1/2) of Lot No. Two (2), in Block No. Nine (9), CRESTWOOD SOUTH SUBDIVISION, an addition to the City of Victoria, Victoria County, Texas, according to the established map and plat of said addition of record in Volume 293, Page 364 of the Deed Records, Victoria County, Texas, to which reference is here nowo made for all purposes.;

Subject, however, to any title exceptions and other matters set forth in the Deed of Trust described above or as may appear of record in the Office of the County Clerk of Victoria County, Texas, any ad valorem taxes that may be owing against the above-described property, and to any rights of parties in possession of the above-described property.

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.

Executed this 16th day of May, 2022.



HOWARD R. MAREK,
Substitute Trustee
203 N. Liberty
Victoria, Texas 77901
361-573-5500 Telephone
hrm@lawmgk.com

2 FILED 21 pm
O'CLOCK

MAY 16 2022

Heidi Easley
Clerk County Court, Victoria County, Texas
By Deputy

