

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

THE STATE OF TEXAS     §

COUNTY OF COOKE       §

**Borrower:** Herbert F. Sicking (herein "Borrower")

**Noteholder:** First United Bank and Trust Company (herein "Noteholder")

**Note:** Commercial Promissory Note dated December 14, 2016, executed by Clint Clifford Sicking, in the original principal amount of \$508,000.00, payable to the order of Noteholder, and subsequently assumed by Herbert F. Sicking, as shown by Assumption Agreement dated September 14, 2018, of record under Document No. 86954, Volume 2222, Page 149, Official Public Records of Cooke County, Texas (herein the "Note")

**Deed of Trust:** Commercial Deed of Trust, Security Agreement Financing Statement and Assignment of Rents dated December 14, 2016, executed by Herbert F. Sicking, to Greg Massey, Trustee, for the benefit of Noteholder, recorded under Volume 2109, Page 394, Official Public Records of Cooke County, Texas, securing the payment of the Note executed by Borrower herein described (herein the "Deed of Trust")

**Property:** Being 67.57 acres of land out of the Patterson Moore Survey, Abstract Number 657, in Cooke County, Texas, and being part of a 148.0 acre tract conveyed by Bertie R. Bewley et al to Clifford C. Richardson by Deed recorded in Volume 514, Page 104 of Cooke County Deed Records, more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes (herein the "Property")

**Substitute Trustee:** William Riley Nix, Mary Mancuso, Francesca Ortolani, Shelley Ortolani, and Michele Hreha (herein the "Substitute Trustee")

**Substitute Trustee's Mailing Address:** 717 N. Crockett  
Sherman, Grayson County, Texas 75090

**WHEREAS**, pursuant to the Deed of Trust, Borrower conveyed to Greg Massey, Trustee for the benefit of Noteholder, the Property as herein described together with the improvements, personal

FUBT / Sicking - Notice of Substitute Trustee's Sale

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PAM HARRISON  
COUNTY CLERK, COOKE CO. TX

BY  DEPUTY

property, fixtures, appurtenances, and other rights, titles, and interests more particularly described in the Deed of Trust (hereinafter collectively referred to as the "Property"), to secure the payment of, among other things, the Note;

**WHEREAS**, the undersigned has been appointed Substitute Trustee (herein so called) in the place of the original Trustee pursuant to the terms of the Deed of Trust;

**WHEREAS**, an event of default has occurred under the terms of the Note and the Deed of Trust, and pursuant to its rights under the Note and the Deed of Trust, Noteholder accelerated the maturity of the Note, causing the entire unpaid principal balance of and all accrued and unpaid interest thereon to become due and payable, and written notice of default and Noteholder's intent to accelerate, and written notice of acceleration have been given to Borrower;

**WHEREAS**, the Note has remained unpaid from the date that it was accelerated and declared due and payable; and

**WHEREAS**, Noteholder has requested William Riley Nix, Mary Mancuso, Francesca Ortolani, Shelley Ortolani, and Michele Hreha, as Substitute Trustee, either one of them acting alone is duly authorized to sell the Property, in the manner provided for in the Deed of Trust (the "Foreclosure Sale"), to satisfy the indebtedness secured by the lien of the Deed of Trust (the "Indebtedness").

**NOW, THEREFORE, NOTICE IS HEREBY GIVEN** that the Property will be sold at the Foreclosure Sale pursuant to the Texas Property Code, as follows:

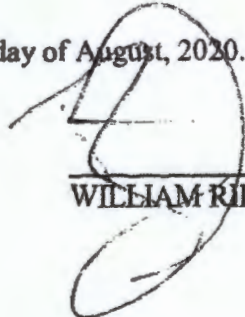
1. The Foreclosure Sale will be on **Tuesday, September 1, 2020**;
2. The earliest time at which the Foreclosure Sale will occur is **10:00 a.m.** and will begin at that time or not later than three hours after that time;
3. The Foreclosure Sale will take place on the east steps of the Cooke County Courthouse, 101 S. Dixon Street, Gainesville, Texas, that being the area designated by the Cooke County Commissioner's Court for such sales; and
4. The Property will be sold to the highest bidder for cash, except that Noteholder's bid may be by credit against the Indebtedness.

The sale noticed herein shall include the interest of the Borrower in any fixtures and personal property covered by the Deed of Trust and any other documents executed in connection with or as security for the Note, Noteholder having directed the undersigned to sell, and the undersigned hereby noticing the sale of, any such fixtures and personalty pursuant to rights granted to the Noteholder under the Texas Business and Commerce Code.

THE SALE OF THE PROPERTY IS "AS IS" AND "WHERE IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE SUBSTITUTE TRUSTEE, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SUBSTITUTE TRUSTEE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO COMPLIANCE WITH LAWS, RULES, AGREEMENTS OR SPECIFICATIONS, NOR WITH RESPECT TO CONDITION, QUALITY, CAPACITY, DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH ARE EXPRESSLY WAIVED BY PURCHASER.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

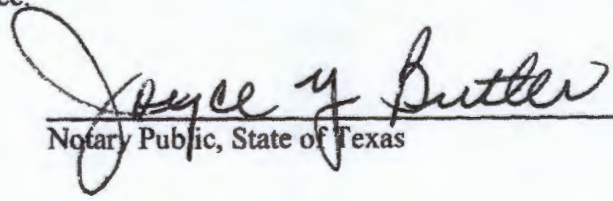
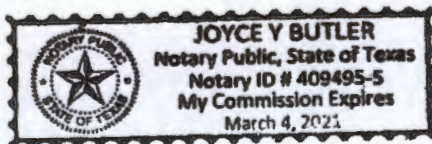
WITNESS MY HAND this 5<sup>th</sup> day of August, 2020.



WILLIAM RILEY NIX, Substitute Trustee

THE STATE OF TEXAS §  
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the 5<sup>th</sup> day of August, 2020, by WILLIAM RILEY NIX, Substitute Trustee.



Notary Public, State of Texas

**EXHIBIT "A"**

**67.57 acres of land out of the Patterson Moore Survey, Abstract No. 657, in Cooke County, Texas, and being part of a 148.0 acre tract conveyed by Bertie R. Bewley et al to Clifford C. Richardson by Deed recorded in Volume 514, page 104 of Cooke County Deed Records, and being described as follows:**

**BEGINNING at a corner in the middle of Clear Creek at the extended line of a fence along the Northwest line of said 148.0 acre tract, said corner being the North corner of said 148.0 acre tract;**

**THENCE down Clear Creek the following courses and distances:**

**South 78 deg. 44 min. East, 220.23 feet;**

**South 50 deg. 35 min. 30 sec. East, 261.58 feet;**

**South 23 deg. 09 min. East, 443.14 feet;**

**South 0 deg. 32 min. East, 463.86 feet;**

**South 35 deg. 11 min. East, 310.87 feet;**

**South 74 deg. 56 min. 10 sec. East, 717.69 feet to the intersection of Clear Creek with the middle of a public road at a bridge;**

**THENCE South 14 deg. 56 min. 50 sec. West, with the middle of said road, 158.58 feet to a spike;**

**THENCE South 25 deg. 12 min. 30 sec. West, 85.74 feet to a spike in said road;**

**THENCE South 37 deg. 33 min. West, 85.77 feet to a spike in said road;**

**THENCE South 47 deg. 14 min. West, 109.46 feet to a spike in said road;**

**THENCE South 48 deg. 33 min. West, with the middle of said road, 621.95 feet to a spike;**

**THENCE North 62 deg. 40 min. West, passing a steel pin at a fence corner on the Northerly side of said road, continuing with a fence, a total distance of 376.20 feet to an angle at a tree;**

**THENCE North 24 deg. 13 min. 40 sec. West, with a fence, 88.65 feet to an angle;**

**THENCE North 68 deg. 23 min. 40 sec. West, with a fence, 254.52 feet to an angle;**

**THENCE North 61 deg. 37 min. 40 sec. West, 206.5 feet to an angle;**

**THENCE North 3 deg. 01 min. 40 sec. West, with a fence, 97.37 feet to angle;**

**THENCE North 60 deg. 24 min. 50 sec. West, with a fence, 296.31 feet to an angle;**

**THENCE North 85 deg. 30 min. West, with a fence, 541.61 feet to a steel pin;**

**THENCE South 57 deg. 25 min. 30 sec. West, 166.13 feet to a steel pin in the middle of Bingham Creek;**

**THENCE up Bingham Creek, the following courses and distances:**

**South 72 deg. 41 min. 30 sec. West, 32.77 feet;**

**North 82 deg. 28 min. West, 40.77 feet;**

**South 66 deg. 11 min. West, 98.56 feet;**

**North 32 deg. 37 min, 30 sec. West, 54.87 feet;**

**North 20 deg. 18 min. 20 sec. East, 70.05 feet;**

**North 20 deg. 24 min. 30 sec. West, 40.69 feet;**

**North 68 deg. 46 min. 50 sec. West, 55.94 feet;**

**South 80 deg. 13 min. 30 sec. West, 145.21 feet;**

**North 30 deg. 41 min. 40 sec. West, 56.27 feet;**

**North 47 deg. 16 min. 30 sec. East, 118.59 feet;**

**North 14 deg. 53 min, East, 128.11 feet;**

**North 8 deg. 07 min. West, 81.78 feet;**

**THENCE North 45 deg. 10 min. East, passing a fence on the East side of said Bingham Creek, continuing along and near said fence on the Northwest line of said tract, a distance of 1742.77 feet to the place of beginning.**

**SUBJECT, however, to an undivided 1/16th royalty interest, being 1/2 of the usual 1/8th royalty in and to all of the oil, gas and other minerals in, upon and under said tract of land reserved in Warranty Deed from Bertie Flay Bewley et al to Clifford C. Richardson, dated January 8, 1970, recorded in Volume 514, page 104 of Cooke County Deed Records.**