

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

**DATE:** July 15, 2024

**PROMISSORY NOTE:** Fourth Amended and Restated Secured Promissory Note, described as follows:

Original Date: February 27, 2023

Maker: John Paul Barre

Payee: TCT Financial IV, LLC, a Texas limited liability company

Amount: \$413,175.30

**DEED OF TRUST:** Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement

Original Date: January 5, 2022

Grantor: John Paul Barre

Original Trustee: Lauren Allen

Beneficiary: TCT Financial IV, LLC, a Texas limited liability company

Recorded in: Instrument No. 22311669, at Volume 1395, Pages 112 *et. seq.* of the Official Public Records of Gonzales County, Texas and as Instrument No. 138834 of the Official Public Records of DeWitt County, Texas.

**LENDER:** TCT Financial IV, LLC, a Texas limited liability company

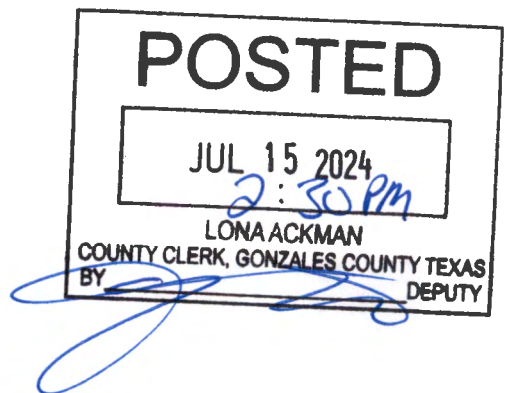
**BORROWER:** John Paul Barre

**PROPERTY:** The "Mortgaged Property" as described in the Deed of Trust and as described on Exhibit A attached hereto.

**SUBSTITUTE TRUSTEE:** Bob Frisch, Janice Stoner, Jodi Steen, Jo Woolsey, or David Garvin.

**SUBSTITUTE TRUSTEE'S MAILING ADDRESS:**

c/o Michael B. Franklin  
Munsch Hart Kopf & Harr, PC  
1717 W. 6<sup>th</sup> Street, Suite 250  
Austin, Texas 78703



**DATE AND TIME OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:**

August 6, 2024, being the first Tuesday of the month, to commence at 11:00 a.m., or within three hours thereafter.

**PLACE OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:**

The southeast door of the Gonzales County Courthouse, located at 414 St. Joseph Street, Gonzales, Texas 78629, or if the preceding area is no longer the designated area, then in the area designated by the Commissioners Court of Gonzales County, Texas for real property foreclosure under Section 51.002 of the Texas Property Code pursuant to instrument(s) recorded in the real property records of Gonzales County, Texas.

Default has occurred in the payment of the Promissory Note and in the performance of the obligations of the Deed of Trust, which secures the Promissory Note. Because of such default, Lender, the owner of the Promissory Note, and the holder of the Promissory Note and the Deed of Trust lien for purposes of Section 51.002 of the Texas Property Code, has requested Substitute Trustee to sell the Property in accordance with the terms of the Deed of Trust and applicable law.


The Deed of Trust encumbers both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code (Texas UCC).

Therefore, notice is given that on the Date and Time of Substitute Trustee's Sale of Property and at the Place of Substitute Trustee's Sale of Property, I, Substitute Trustee or such other Substitute Trustee as Lender may subsequently appoint, will sell the Property by public sale to the highest bidder for cash, in accordance with the Deed of Trust and applicable law. The sale and conveyance of the Property will be subject to all matters of record applicable to the Property which are superior to the Deed of Trust and to the permitted exceptions to title, if any, described in the Deed of Trust. Substitute Trustee has not made and will not make any covenants, representations, or warranties concerning the Property other than providing the successful bidder at the sale with a deed to the Property containing any warranties of title required by the Deed of Trust. The Property includes only Borrower's right, title, and interest in and to oil, gas and other minerals interests (including royalty interests) and is sold and conveyed "AS IS, WHERE IS", and WITH ALL FAULTS.

**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 Nation Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United State, please send written notice of the active duty military service to the sender of this notice immediately.**

**ALTHOUGH SUBSTITUTE TRUSTEE(S) WAS PREVIOUSLY APPOINTED PURSUANT TO THE DEED OF TRUST AND THE TEXAS PROPERTY CODE, FOR AVOIDANCE OF DOUBT, THIS INSTRUMENT REAFFIRMS THAT APPOINTMENT AS FOLLOWS: 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 MORTGAGEE SERVICER.**

  
Printed Name: JANICE STOVER  
Title: Substitute Trustee

**EXHIBIT "A"**  
**Mortgaged Property**

All of Borrower's right, title, and interest in and to the Minerals (hereinafter defined), and any current or future royalties, overriding royalties, bonuses, rents or other monies paid, due, or held in suspense as a result of the extraction, sale, lease, extension, or use of the following, or any proceeds therefrom:

1. The land described on Exhibit "A-1" attached hereto (the "**Lands**").
2. All natural resources or other substance of value which may be extracted or produced from the Lands (the "**Minerals**"). The Minerals include, but are not limited to oil, gas, carbons metals and water.
3. Any substances or materials that result from the extraction of Minerals from the Lands (the "**Products**"). The Products include, but are not limited to the extracted Minerals and any materials or substances created from the extracted Minerals.
4. Any existing leases that cover any part of the Lands (the "**Lease**").

The Mortgaged Property additionally includes all of Borrower's right, title, interest and estate in and to the Minerals and Proceeds and all other claims or causes of action held by or accruing to the Borrower under the Lease and any lease covering interests under the Lands or held by Borrower by virtue of ownership of the Lands, Minerals or Products, including, but not limited to revenues, incomes, and payments from royalties, overriding royalties, lease bonuses, lease extensions, and purchases.

**EXHIBIT "A-1"**  
**Lands**

**GONZALES AND DEWITT COUNTIES, TEXAS:**

<b><u>Lease Name</u></b>	<b><u>Abstract</u></b>	<b><u>Survey</u></b>
BARRE	395	QUINN, J
BARRE UNIT	420	SELLERS, R
BOENING UNIT	55	ADAMS, T J
REDWOOD A	177	DILLARD, J
REDWOOD B	177	DILLARD, J
REDWOOD C	177	DILLARD, J
REDWOOD D	177	DILLARD, J
REDWOOD E	177	DILLARD, J
REDWOOD F	177	DILLARD, J
SEQUOIA A	155	COFFMAN, E G
SEQUOIA B	155	COFFMAN, E G
SEQUOIA C	155	COFFMAN, E G
SEQUOIA D	155	COFFMAN, E G
SEQUOIA E	177	DILLARD, J
SEQUOIA F	177	DILLARD, J
SEQUOIA G	177	DILLARD, J
SEQUOIA H	177	DILLARD, J
SEQUOIA J	177	DILLARD, J
SEQUOIA K	177	DILLARD, J
SEQUOIA L	177	DILLARD, J
SEQUOIA M	177	DILLARD, J
SEQUOIA N	177	DILLARD, J

DESCRIPTION:

All of the right, title and interest of Mortgagor, of every nature whatsoever in oil, gas and other minerals, in and under lands located in Gonzales and Dewitt, Texas, including, without limitation, all rights, titles and interests in the above Leases, Abstracts and Surveys, whether or not properly described herein, and including, but not limited to, those lands described herein below, to wit:

100 acres of land, more or less, conveyed in Warranty Deed from John Paul Barre, a single man, to Thomas G Barre, as his separate property dated December 29, 1983 and recorded in Volume 552, Page 661 of the Deed Records of Gonzales County, Texas, and being more fully described by metes and bounds as follows:

At the northwest corner of the 174 acres of land, more or less, being out of the George W. Spears Labor, Abstract No. 177, Jasper A. Seargant Labor, Abstract No. 417, Gonzales County, Texas and being the same tract of land described in that certain Warranty Deed Dated July 3, 1948 from Byron Eugene Dubose, Trustee to Fritz G. Barre, recorded in Volume 254, Page 84 of the Deed Records of Gonzales County, Texas, thence South 23° East 297.9 varas to the Place of Beginning,

THENCE: North 67° East 951 varas,

THENCE: South 24°30' East 582.6 varas,

THENCE: South 67° West 962 varas,

THENCE: North 23° West 585.6 varas, to the place of beginning, containing 100 acres of land, more or less.