



NOTICE OF SALE BY TRUSTEE AND SUBSTITUTE TRUSTEE

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WALLER §

THAT, WHEREAS, **LIVE OAK LAND DEVELOPMENT, LTD., A TEXAS LIMITED PARTNERSHIP** (“Borrower”) became indebted to **INVESTORS NOTE SERVICING, INC.** (“Lender”), as evidenced by that certain promissory note (the “Note”), dated June 25, 2010, in the original principal amount of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)**, executed and delivered by Borrower to the order of **INVESTORS NOTE SERVICING, INC.**, as payee, bearing interest and being due and payable as therein provided; and

WHEREAS, the indebtedness evidenced by the Note (the “Indebtedness”) is secured by, among other items, that certain Deed of Trust (the “Deed of Trust”) dated of even date with the Note, executed by Borrower, to **SARA E. DYSART, Trustee**, for the benefit of Lender, said Deed of Trust being filed for record and recorded under Volume 1214, Page 592, of the Official Public Records of Waller County, Texas, covering the Real Property described as follows, to-wit:

Being a 803.86 acre tract of land in the William Hillhouse Survey, Abstract 136, Waller County, Texas, being out of a called 1250.724 acre tract of land as recorded under Volume 552, Page 127 of the Deed Records of Waller County, Texas (also in Montgomery County Clerk’s File No. 9678316) said 803.86 acres tract being more particularly described on Exhibit “A” attached hereto and made a part hereof for all purposes

along with any and all appurtenances, improvements, fixtures and personal property of any kind located thereon or pertaining thereto, including, without limitation, any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other facilities to the extent same pertain to or benefit all or any portion of the Property, including, without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired, and any leases and rents relating thereto, which are described therein (all of which is hereinafter referred to as the “Premises”;

RECORDER’S MEMORANDUM:
All or parts of the text contained
in this document was not clearly
legible for satisfactory recordation.

WHEREAS, to the full extent the Deed of Trust or any other security agreement held by Lender covers both real and personal property, including, without limitation, any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit all or any portion of the Property, including, without limitation, all reservations of or commitments or letters covering any such use in the future, any of said personal property which is part of the Premises or which is otherwise covered by a lien or security interest in favor of Lender will be hereinafter included in the definition of Premises as used herein and sold at public sale, hereinafter described, pursuant to Section 9.501(d) of the Texas Uniform Commercial Code;

WHEREAS, **BROADWAY NATIONAL BANK, SELF-DIRECTED CUSTODIAN OF THE DAVID C. DICKSON ROTH IRA, ACCOUNT NO. 001855** ("Beneficiary") is the current holder and owner of the Deed of Trust and the note secured thereby by instrument dated October 2, 2013, recorded under Volume 1383, Page 317, Official Public Records of Waller County, Texas;

WHEREAS, there may be certain leases, rental agreements, easements and/or other matters (collectively, the "Other Matters") covering and/or affecting the Premises currently in existence;

WHEREAS, the liens securing the payment of the Indebtedness may be senior and superior to one or more of the Other Matters and junior and inferior to one or more of the Other Matters;

WHEREAS, with respect to the liens securing the payment of the Indebtedness, which are senior to the Other Matters and may not so subordinate liens to one or more of the Other Matters;

WHEREAS, in the event Lender/Beneficiary chooses to subordinate its liens securing the Indebtedness of any Other Matters, such decision will be announced at the foreclosure sale;

WHEREAS, default has been made in the payment of the Note and the Indebtedness, and the Note is now unpaid, delinquent and in default;

WHEREAS, Lender/Beneficiary has given all required notices to Borrower and any and all other necessary parties with regard to the defaulted Indebtedness or such notices to such other necessary parties have been waived;

WHEREAS, pursuant to the authority granted in the Deed of Trust, Lender/Beneficiary has appointed **PATRICIA POSTON, DAVID POSTON, NICK POSTON AND DEBBY JURASEK**, to act jointly or separately as **Substitute Trustee along with SARA E. DYSART, Trustee**, under the Deed of Trust pursuant to a duly authorized and executed appointment document

WHEREAS, Lender/Beneficiary has requested the undersigned to enforce the liens of the Deed of Trust by sale of the Premises in the manner set forth under the terms of the Deed of Trust and pursuant to the laws of the State of Texas and has instructed the undersigned to offer the Property for sale toward the satisfaction of the Note; and

WHEREAS, the undersigned Trustee and/or Substitute Trustee, acting upon the request of said Lender/Beneficiary, by these presents is hereby posting, filing, and giving notice of foreclosure of the Deed of Trust and the lien thereto in accordance with applicable Texas law and the terms and provisions of the Deed of Trust.

NOW, THEREFORE, I, the undersigned, SARA E. DYSART and/or PATRICIA POSTON, DAVID POSTON, NICK POSTON AND DEBBY JURASEK, acting jointly or separately as Trustee or Substitute Trustee, do hereby give notice that after due publication of this notice as required by law and the Deed of Trust, I will sell the Premises at public venue, to the highest bidder or bidders, for cash, which sale will begin no earlier than 10:00 a.m. and not later than 1:00 p.m. on the first Tuesday in May next, the same being May 5, 2015 at the County Courthouse in Waller County, Texas, in the area where foreclosure sales are to take place as designated by the Commissioner's Court of said county, said designation having been recorded in the Official Public records of said county.

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.