12-27-16
54366-27
[GLOC – 870 Bentwater]

FILED

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

2016 DEC 28 AM 11:09

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

COLLIN COUNTY, TEXAS
BY: _____ DEPUTY

WHEREAS, MCCH INDUSTRIES, LLC, a Texas limited liability company (the "Mortgagor"), executed and delivered to J. RICHARD WHITE (the "Original Trustee") for the benefit of NORTHSTAR BANK OF TEXAS ("Mortgagee"), whose street address is 400 North Carroll Blvd., Denton, Texas 76201, that certain Deed of Trust, Security Agreement, and Financing Statement (Supplemental Deed of Trust) (as same may have been heretofore extended, renewed, modified and/or restated, the "Deed of Trust"), dated September 16, 2016, recorded as Document Number 20160929001307980, Real Property Records, Collin County, Texas, which incorporated the provisions of the Master Deed of Trust (as herein defined), to secure that certain Second Amended and Restated Master Promissory Note (together with any and all extensions, renewals, modifications, restatements and/or replacements thereof, the "Note") dated October 1, 2016, in the principal sum of $8,000,000.00, executed by Mortgagor and payable to Mortgagee, and all other indebtedness, liabilities, and obligations (collectively, the "Indebtedness") described in the Note and Deed of Trust and all other documents evidencing, securing or governing the Indebtedness (collectively, the "Loan Documents"); and

WHEREAS, to secure the Indebtedness, the Deed of Trust created a lien on, among other things, certain land (the "Land") situated in Collin County, Texas, as more particularly described on Exhibit A hereto; and

WHEREAS, further to secure the Indebtedness, the Deed of Trust also created a lien and security interest in favor of Mortgagee in certain other collateral located on or related to the Land as more particularly described on Exhibit B hereto (collectively, the "Other Collateral") (the Land and the Other Collateral being herein collectively called the "Mortgaged Property"); and

WHEREAS, Mortgagee filed that certain Master Deed of Trust (as same may have been heretofore amended, the "Master Deed of Trust"), dated April 15, 2013, recorded as Document Number 20130422000536010, Real Property Records, Collin County, Texas, which was incorporated by referenced into the Deed of Trust;

WHEREAS, a default has occurred in the payment of the Indebtedness evidenced by the Note and the Deed of Trust and the same has been accelerated and is now wholly due and payable; and

WHEREAS, Mortgagee has made demand upon Mortgagor to pay to Mortgagee the Indebtedness now due, but such Indebtedness has not been paid; and

WHEREAS, pursuant to and in accordance with the terms and conditions of Section 10.4 of the Master Deed of Trust incorporated into the Deed of Trust and the authority of Section 51.0075(c) of the Texas Property Code, Mortgagee has appointed J. RICHARD WHITE, AMANDA R. GRAINGER AND SHERRY A. BALDWIN, each with a street address of

UNOFFICIAL

500 Winstead Building, 2728 N. Harwood Street, Dallas, Texas 75201, individually and severally, and not jointly (collectively, the "Substitute Trustees" or severally, a "Substitute Trustee"), each of whom may act alone, without the necessity of the joinder of the other Substitute Trustees, as the substitute trustee, in the place and stead of and to succeed to all of the rights, titles, estates, powers, privileges and authorities granted in the Deed of Trust to the Original Trustee and any previously appointed substitute trustee(s); and

WHEREAS, Mortgagee, as the beneficiary under the Deed of Trust, has instructed the Substitute Trustees, or any one of them, acting alone without the necessity of the joinder of the other Substitute Trustees, to post, file and mail, or cause to be posted, filed and mailed, appropriate notice and to sell the Mortgaged Property to satisfy, in whole or in part, the unpaid Indebtedness.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, February 7, 2017, no earlier than 10:00 a.m., or no later than three hours after that time, the Substitute Trustees, or any one of them, acting alone without the necessity of the joinder of the other Substitute Trustees, will commence the sale of all or any portion of the Mortgaged Property, in parcels or as a whole, at public auction to the highest bidder for cash, pursuant to the Deed of Trust and applicable law; such sale will be held at the following designated area: at the southwest entrance of the Jack Hatchell Collin County Administration Building located at 2300 Bloomdale Road, McKinney, Texas 75071; SUBJECT, HOWEVER, to all liens, exceptions to title, easements, restrictions, and encumbrances affecting any of the Mortgaged Property or title thereto which have equal or superior priority to the lien and security interest created by the Deed of Trust. The Substitute Trustee's sale will occur between the earliest time to begin the sale as specified above and 4:00 p.m.

To the extent that any of the Mortgaged Property described on Exhibit A and/or Exhibit B hereto has been released from the lien of the Deed of Trust, by written instrument signed by Mortgagee and filed for record in the Real Property Records of Collin County, Texas, or has been released from the security interest created in the Deed of Trust by an appropriate financing statement amendment filed by Mortgagee in the applicable filing office, this notice is not intended to and does not cover such property, and such property will not be part of the Mortgaged Property conveyed to the purchaser by reason of such sale.

If such sale or sales do not result in full satisfaction of all of the Indebtedness now due, the lien and security interest of the Deed of Trust shall remain in full force and effect in respect of any of the Mortgaged Property not so sold and any and all other types of real and personal property covered by the Deed of Trust and not described herein.

IN WITNESS WHEREOF, the Substitute Trustee has signed this notice as of December 27, 2016.

[The remainder of this page is intentionally left blank.]

UNOFFICIAL

SUBSTITUTE TRUSTEE:

Sherry A. Baldwin

Name: Sherry A. Baldwin

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was ACKNOWLEDGED before me on December 27, 2016, by SHERRY A. BALDWIN, in the capacity therein stated.

[S E A L]

Natalie M. Blankenship

Notary Public in and for the State of Texas

My Commission Expires:

_____

Printed Name of Notary Public

Notary ID #

Natalie M. Blankenship
Notary Public, State of Texas
Comm. Expires 08-16-2017
Notary ID 369773

UNOFFICIAL

EXHIBIT A

Land

Lot 20, Block A, of BRISTOL PARK, PHASE ONE, an Addition to the City of Lucas, Collin County, Texas, according to the Plat thereof recorded under Clerk's File No.: 2014-699, Plat Records, Collin County, Texas.

UNOFFICIAL

EXHIBIT B

Other Collateral

Contracts: All of the right, title, and interest of Mortgagor in, to, and under any and all: (i) contract for the purchase or sale of all or any portion of the Mortgaged Property, including approved purchase agreements whether such Contracts are now or at any time hereafter existing, including any and all earnest money or other deposits escrowed or to be escrowed, letters of credit provided or to be provided, security, or other deposits under the Contracts, and including all amendments and supplements to and renewals and extensions of the Contracts at any time made; (ii) contracts, licenses, permits, and rights relating to water, wastewater, and other utility services whether executed, granted, or issued by a private person or entity or a governmental or quasi-governmental agency, which are directly or indirectly related to, or connected with, the development of the Mortgaged Property or construction of any Improvements thereon, whether such contracts, licenses, and permits are now or at any time thereafter existing, including any and all rights of living unit equivalents or other entitlements with respect to water, wastewater, and other utility services, certificates, licenses, zoning variances, permits, and no-action letters from each governmental authority required to evidence compliance by Mortgagor and all Improvements with all legal requirements applicable to the Mortgaged Property, and to develop and/or operate the Mortgaged Property for its intended use; (iii) Construction Contracts and all other contracts, subcontracts, leases, licenses, and permits which in any way relate to the use, enjoyment, occupancy, operation, maintenance, or ownership of the Mortgaged Property or the activities conducted thereon, including maintenance agreements and service contracts; and (iv) all of the revenues, proceeds, insurance proceeds, deposits, fees, receivables, payments, rents, reimbursements, awards, and other rights or benefits arising from or in connection with any of the forgoing.

Equipment: The equipment, appliances, furniture, furnishings, and machinery owned by Mortgagor which are personal property and are located on the Lot or attached to or incorporated into the Improvements.

Fixtures: All materials, supplies, equipment, systems, apparatus, and other items now owned or hereafter acquired and now or hereafter attached to (temporarily or permanently) any of the Improvements or the Lot, including any and all partitions, dynamos, window screens and shades, draperies, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, cleaning, and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, refrigeration, plumbing, laundry, lighting, generating, waste disposal, stairway, elevator, escalator, conveyor, incinerating, air conditioning, and air cooling equipment and systems, gas and electric machinery and equipment, disposals, dishwashers, refrigerators, ranges, recreational equipment and facilities of all kinds, cables, telephone and communication systems, and water, gas, electrical, storm, and sanitary sewer facilities, and all other utilities, whether or not situated in easements, together with all accessions, appurtenances, replacements, betterments, and substitutions for any of the foregoing and the proceeds thereof.

UNOFFICIAL

Improvements: Any and all buildings, garages, parking areas, structures, Fixtures, and other improvements of any kind or nature, and any and all additions, alterations, or betterments thereto, now or at any time hereafter situated, placed, or constructed upon or appurtenant to the Lot or any part thereof.

Lot: Each single, platted real property lot, in a subdivision, or interest therein, described in the Deed of Trust, together with all right, title, interest, and privileges of Mortgagor in and to: (i) all streets, ways, roads; alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights, and public places, existing or proposed, abutting, adjacent, used in connection with, or pertaining to, such lot or the improvements thereon; (ii) any strips or gores of real property between such lot and abutting or adjacent properties; (iii) all water and water rights, timber, and crops, pertaining to such lot; (iv) all minerals, including oil, gas, and all other hydrocarbons, in, ·under, on, or otherwise appurtenant to such lot; and (v) all appurtenances and all reversions and remainders in or to such lot.

Minerals: All substances in, on, or under the Lot which are now, or may become in the future, intrinsically valuable, that is, valuable in themselves, and which now or may be in the future enjoyed through extraction or removal from the Lot, including without limitation, oil, gas, and all other hydrocarbons, coal, lignite, carbon dioxide and all other nonhydrocarbon gases, uranium and all other radioactive substances, and gold, silver, copper, iron and all other metallic substances or ores.

Personalty: All of the right, title, and interest of Mortgagor in and to: (i) the Equipment and other goods (including, but not limited to, crops, farm products, timber and timber to be cut, and extracted minerals); (ii) notes, money, insurance proceeds, accounts (including health-care insurance receivables), chattel paper (whether electronic or tangible), inventory, instruments (including, without limitation, promissory notes), investment property, documents, contract rights, licenses, drafts, deposit accounts, account receivables, letters of credit (whether electronic or tangible) and letter of credit rights, insurance policies, insurance and condemnation awards and proceeds, proceeds from the sale of promissory notes, and other rights to the payment of money; general intangibles (including payment intangibles and software), trademarks, tradenames, service marks, copyrights, and supporting obligations; (iii) all refundable, returnable, or reimbursable fees, deposits, or other funds or evidences of credit or indebtedness deposited by or on behalf of Mortgagor with any governmental agencies, boards, corporations, providers of utility services, public or private, including tap fees, utility deposits, commitment fees, development costs, and any awards, remunerations, reimbursements, settlements, or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Lot, Improvements, Fixtures, or Personalty, including those for any vacation of, or change of grade in, any streets affecting the Lot or the Improvements and those for municipal utility district or other utility costs incurred or deposits made in connection with the Lot or the Improvements; (iv) the Books and Records; (v) the Plans; (vi) all other Contracts; and (vii) all other personal property of any kind or character as defined in and subject to the provisions of the UCC (Article 9 - Secured Transactions); any and all of which are now owned or hereafter acquired by Mortgagor, and which are now or hereafter situated in, on, or about the Lot or the Improvements, or used in connection with the planning, development, construction, financing, use, occupancy, or operation thereof, or acquired (whether delivered to the Lot or stored

UNOFFICIAL

elsewhere) for use in or on the Lot or the Improvements; together with all accessions, replacements, substitutions, revenues, and proceeds of each of the foregoing.

As used herein, the following terms have the meaning associated to them:

Books and Records: All books and records pertaining to any or all of the Mortgaged Property, any development or construction related thereto, and the operations conducted in connection therewith, including all records relating to the application and allocation of any federal, state, and local tax credits or benefits related thereto, and shall include computer-readable memory and any computer hardware or software necessary to access and process such memory.

Construction Contracts: Any and all contracts and agreements entered into by Mortgagor or any owner pertaining to the design, development, or construction of any of the Improvements, including any on-site work to provide utilities or other infrastructure amenities for a Lot or Improvements, and any and all modifications, restatements, consolidations, replacements, and supplements thereof.

Plans: The drawings, plans and specifications, together with any amendments, modifications or supplements thereto, for the design and construction of each Improvement constituting a house, including any site work on the subject Lot or off-site work to provide utilities or other infrastructure for the Lot and Improvements, which Plans shall be sufficient and include all improvements needed to complete and obtain a certificate of occupancy for such Improvement constituting a house.

UNOFFICIAL