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CLERK OF COUNTY CLERK
COLLIN COUNTY TEXAS
SHERIFF DEPUTY

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, M CHRISTOPHER CONSTRUCTION LLC, a Texas limited liability company (the "Mortgagor"), executed and delivered to JOHN H. DAVIDSON (the "Original Trustee") for the benefit of THE AMERICAN NATIONAL BANK OF TEXAS ("Mortgagee"), whose street address is 2851 S. Central Expressway, McKinney, Texas 75070, that certain Deed of Trust and Security Agreement (as same may have been heretofore extended, renewed, modified and/or restated, the "Deed of Trust"), dated September 23, 2013, recorded as Document Number 20130925001345600, Real Property Records, Collin County, Texas, to secure that certain Balloon Real Estate Lien Note (together with any and all extensions, renewals, modifications, restatements and/or replacements thereof, the "Note") dated September 23, 2013, in the principal sum of \$880,000, 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, 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 15 of 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, SHERRY A. BALDWIN and RENEE HEATHER, each with a street address of 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.

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.

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 January 13, 2017.

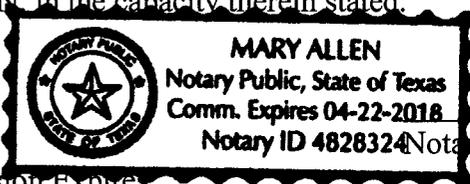
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SUBSTITUTE TRUSTEE:

Sherry a Baldwin
Name: Sherry A. Baldwin

STATE OF TEXAS §
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COUNTY OF DALLAS §

This instrument was ACKNOWLEDGED before me on January 12, 2017, by SHERRY A. BALDWIN in the capacity therein stated.



[SEAL]

My Commission Expires: _____

Mary Allen

Notary Public in and for the State of Texas

Mary Allen

Printed Name of Notary Public

Notary ID # _____

UNOFFICIAL

EXHIBIT A

Land

Lot 1, Block 1, Cotten Addition, an addition to the Town of Fairview, Collin County, Texas, according to the plat recorded in Volume K, Page 10, Plat Records, Collin County, Texas.

UNOFFICIAL

EXHIBIT B

Other Collateral

All buildings and other improvements on the Land and hereafter placed thereon, and all fixtures, materials, equipment, apparatus, furniture, furnishings and other property, real and personal, now or hereafter installed or used on the Land or the improvements thereon, including, but not limited to, all heating, lighting, refrigeration, plumbing, ventilating, incinerating, water-heating, cooking and air-conditioning equipment, fixtures and appurtenances, window screens, window shades, venetian blinds, awnings, drapes, rugs, and other floor coverings and shrubbery and other chattels and personal property used or furnished in connection with the operation, use and enjoyment of the Land and the improvements thereon, and all renewals, replacements and substitutions thereof and additions thereto, all of which said property and fixtures shall be deemed to be a part of and affixed to the land; all rents, revenues, income and profits arising from any part of the Land and the use thereof, including all rents, revenues, bonus money, royalties, rights and benefits accruing to Grantors under all present and future oil, gas and mineral leases on any part of the above-described Land; and all the estate, right, title and interest of every nature whatsoever of the Grantors in and to all of the foregoing and every part and parcel thereof;

All contracts now or hereafter entered into by and between the Mortgagor and any original contractor (as such term is defined by Section 53.001 of the Texas Property Code) or between the Mortgagor and any other party, as well as all right, title and interest of Mortgagor under any subcontracts, providing for the construction (original, restorative or otherwise) of any improvements to or on any of the Land or the furnishing of any materials, supplies, equipment or labor in connection with any such construction;

All plans, specifications and drawings (including, but not limited to, plat plans, foundation plans, floor plans, elevations, framing plans, cross-sections of walls, mechanical plans, electrical plans and architectural and engineering plans, and architectural and engineering studies and analyses) heretofore or hereafter prepared by any architect or engineer, relating to any of the Land;

All agreements now or hereafter entered into with any party relating to architectural, engineering, management, development or consulting services rendered or to be rendered relating to planning, design, inspection or supervision of the construction, management or development of any of the Land;

Any commitment issued by any lender or investor other than Mortgagee to finance or invest in any of the Land; and

Any completion bond, performance bond or labor and material payment bond or other bond relating to the land or to any contract providing for construction of improvements to any of the Land.