

NOTICE OF FORECLOSURE SALE

AUG 10 2020

Notice is hereby given of a public nonjudicial foreclosure sale. ELIZABETH A. KOUBA, CLERK
COUNTY COURT LAVACA CO., TEXAS
By Susan Opel Deputy

1. Deed of Trust. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the following described deed of trust:

Date: January 24, 2014
Grantor: Geomeg Energy, LP
Beneficiary: Citizens Bank
Substitute Trustee: Scott A. Ritcheson, and/or Douglas A. Ritcheson, and/or Charles E. Lauffer, Jr., and/or Lance Vincent
Recording Information: Deed of Trust dated January 24, 2014 and recorded in Volume 640, Page 360, in the Official Public Records of Lavaca County, Texas (the "Deed of Trust").

2. Property to be Sold. The property to be sold (the "Property") is described as follows:

- (a) All of the right, title and interest of Grantor described in the Deed of Trust and any extension thereof in and to those certain oil, gas and mineral fee and leasehold estates, including without limitation all working interests, leasehold estate interests, mineral estate interests, royalty interests, overriding royalty interests, revenue interests of any type, production payment interests, interests under any gas purchase agreements, gas balancing rights, and any and every other interest of any character or nature in oil, gas or other minerals, and any surface estate interest in and to the property more particularly described in the schedule attached hereto, marked Exhibit "A" for identification, incorporated herein and made a part hereof for all purposes (the "Land");
- (b) All of the right, title and interest of Grantor in and to all improvements and personal property of any kind or character defined in and subject to the provisions of the Uniform Commercial Code, including the proceeds and products from any and all of such improvements and personal property and situated on any of the Land, including, but not limited to, pipe, casing, tubing, rods, storage tanks, boilers, loading racks, pumps, foundations, warehouses, and all other personal property and equipment of every kind and character upon, incident, appurtenant or belonging to

and used in connection Grantor's interest in the Land, including all oil, gas, and other minerals produced or to be produced to the account of Grantor from the Land and all accounts receivable, general intangibles and contract rights of Grantor in connection with the Land or Leases, defined in the Deed of Trust, and all proceeds, products, substitutions and exchanges thereof;

(c) Any and all rights of Grantor to liens and security interests securing payment of proceeds from the sale of production from the Land, including but not limited to, those liens and security interests provided for in TEX. BUS. & COM. CODE ANN. Sec. 9.343;

(d) Any and all other real or personal property described in (i) the Deed of Trust and any modifications or amendments thereto; or (ii) that certain Assignment to Trustee of Oil and Gas Production, dated January 24, 2014, in favor of Kenneth R. Plunk, Trustee, filed for record in the Office of the County Clerk of Lavaca County, Texas, in Volume 640, Page 378 of the Official Public Records of Lavaca County, Texas, and any modifications or amendments thereto (the "Assignment of Production"), (iii) any instrument or lien thereby renewed or extended, and (iv) any instrument or lien renewing or extending same. The Deed of Trust, Assignment of Production and other documents described above are referred to herein collectively as the "Lien Documents;" and

(e) Any additional right, title or interest of Grantor acquired or to which a Grantor became entitled to in any of the foregoing, or in the oil, gas or other minerals in or under the Land at any time after the Lien Documents.

3. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time and place:

Date: **September 1, 2020**

Time: The sale shall begin no earlier than 1:00 p.m. or no later than three (3) hours thereafter. The sale shall be completed by no later than 4:00 p.m.

Place: Lavaca County Courthouse Annex in Hallettsville, Texas, at the following location:

In the area of such Courthouse designated by the Lavaca County Commissioners' Court as the area where foreclosure sales shall take place, or, if no such area has been designated, then on the South Side of the West front door of Lavaca County Courthouse Annex at 412 North Texana, Hallettsville, Texas 77964.

The deed of trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. Such reporting or refiling may be after the date originally scheduled for this sale.

4. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay cash on the date the property is sold.

The sale will be made expressly subject to unpaid ad valorem taxes and any title matters set forth in the deed of trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all other matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the deed of trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

A purchaser at the sale of the Property "acquires the Property "AS IS" without any expressed or implied warranties" (except as to the warranties of title from the grantor identified in the deed of trust described below). Any purchaser acquires the Property "at the purchaser's own risk." TEXAS PROPERTY CODE §51.009. Nothing set forth in this Notice is an express or

implied representation or warranty regarding the Property, all of which are specifically disclaimed by the undersigned and by the beneficiary of the herein described deed of trust.


5. Type of Sale. The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust.

6. Obligations Secured. The Deed of Trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including, but not limited to, (1) the October 27, 2017 promissory note in the original principal amount of \$4,100,000.00, executed by Geomeg Energy, LP, and payable to the order of Citizens Bank; (2) all renewals and extensions of the note; (3) all interest, late charges, fees and other expenses payable under said note on the herein described deed of trust; and (4) all other debts and obligations described in the deed of trust (including all debts secured by any cross-collateralization clause in the deed of trust). Citizens Bank is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned or to the beneficiary, Citizens Bank, Attention: Jim Griffin, telephone (903) 984-8671.

7. Default and Request to Act. Default has occurred under the deed of trust, and the beneficiary has asked me, as substitute trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

DATED: August 6, 2020.



SCOTT A. RITCHESON, Substitute Trustee
821 ESE Loop 323, Suite 530
Tyler, Texas 75701
Tel: (903) 535-2900
Fax: (903) 533-8646

Notice to Members of the Armed Forces of the United States:

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.

EXHIBIT "A"

All of Mortgagor's right, title and interest in and to oil, gas and other minerals, of every nature, character, interest and type, including without limitation, all working interest, leasehold estate interest, mineral estate interest, royalty interest, overriding royalty interest, revenue interest of any type, production payment interest, interest under gas purchase agreements, gas balancing rights, and any and every other type of interest of any character or nature in oil, gas or other minerals, and any surface estate interest, in and to the property set forth below. The scope of the property interests referenced below shall not be limited or impaired by any headers, labels, listing of well names, or the like. The property shall include all leases and lands identified on this Exhibit, without limitation for any specific references, definitions or anything else that may be construed as limiting the scope of the property described herein.

Lavaca County, Texas

Dow 2

Being 40 acres of land situated in the S.A. & M.G.R.R. Company Survey No. 7, A-438, Lavaca County, Texas, and being more particularly described as follows: Starting at a concrete monument set for the Northwest corner of the S.A. & M.G.R.R. Company Survey No. 7, A-438, Lavaca County, Texas; THENCE S. 710 feet to the point of beginning; THENCE E. 1107.70 feet to the point in the West line of a 9.55 acres of land included in the E. Steinman Oil Unit No. 4 and described under Tract 3 on Page 4 of the "Declaration of Pool" dated March 1, 1972, THENCE S. 100 feet to the SW corner of the 9.55 acre tract of lands; THENCE E. 520.15 feet to the SE corner of the 9.55 acre tract; THENCE S. 1008.2 feet; THENCE W. 1628.85 feet; THENCE N. 1018.2 feet to place containing 40 acres of land, more or less. LESS AND ACCEPT the wellbore for Howard Exploration, Inc. #3 Dow.

Dow 3

Wellbore rights in Howard Exploration, Inc. #3 Dow well located as follows: 1109' from South line and 550' from West line of the S.A. & M.G.R.R. Company Survey A-138, Lavaca County, Texas.

PERSONAL PROPERTY

All oil wells, pumping units, casing rods, production tubing, separators, surface flowlines, wellheads, tanks and other equipment incidental to and used in connection with the production, treating and storing of minerals or the like (including oil and gas) from those certain oil, gas and mineral leases described in this Exhibit "A".

Signed for identification:

