

2024.045

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**  
**(Moore County, Texas)**

Date: December 17, 2024

Promissory Note ("Note" as modified by the Modification)

Date: December 21, 2018  
 Original Principal Amount: \$375,000.00  
 Borrower: Dos Ex Cattle Co., LLC, a Texas limited liability company  
 Lender: Commerce Street Investments, a Texas general partnership  
 Owner/Holder: Commerce Street Investments, a Texas general partnership  
 Interest Rate: As set forth in the Note  
 Maturity Date: December 1, 2023

2024.045  
MOORE COUNTY CLERK

2024 DEC 17 PM 4:18

MOORE COUNTY, TEXAS  
BY *Brian Langford*  
DEPUTY

pd \$12  
Underwood  
Lawfirm

Modification and Extension Agreement ("Modification"):

Date: December 1, 2023  
 Holder of Note and Lien: Commerce Street Investments, a Texas general partnership  
 Obligor: Dos Ex Cattle Co., LLC, a Texas limited liability company  
 Lender: Commerce Street Investments, a Texas general partnership  
 Extended Maturity Date: December 1, 2026

Deed of Trust ("Deed of Trust" or "Lien"):

Date: December 21, 2018  
 Grantor: Dos Ex Cattle Co., LLC, a Texas limited liability company  
 Trustee: Frederick J. Griffin, Garland D. Sell, and Kerry McLain  
 Recording Information: Clerk's Instrument No. 0198209, Book 0815, Page 0786, Official Public Records of Moore County, Texas  
 Lender ("Beneficiary"): Commerce Street Investments, a Texas general partnership; P.O. Box 1368, Amarillo, Texas 79105 (mailing address)

Substitute Trustee: Mike Smiley [500 S. Taylor, Suite 1200, Amarillo, Texas 79101 (physical address) and P.O. Box 9158 Amarillo, Texas 79105-9158 (mailing address)]

Successor Substitute Trustees:<sup>1</sup>

Aaron Smith, and/or Madison Estes [500 S. Taylor, Suite 1200, Amarillo, Texas 79101 (physical address) and P.O. Box 9158 Amarillo, Texas 79105-9158 (mailing address)]

Property Securing Note under Deed of Trust ("Property"<sup>2</sup>):

A 28.26+/- acre tract of land situated in Section 278, Block 44, H. & T. C. Railroad Company Survey, Moore County, Texas and being all of a 25.38 acre tract of land as described in that certain instrument of conveyance recorded in Volume 467, Page 886, of the Official Real Property Records of Moore County, Texas and also being all of a 2.88 acre tract of land as described in that certain instrument of conveyance recorded in Volume 484, Page 742, of the Official Real Property Records of Moore County, Texas, said 28.26+/- acre tract of land having been surveyed on the ground by Furman Land Surveyors, Inc. on December 22, 2014 and being more particularly described by metes and bounds as follows: BEGINNING at a point in the North line of said Section 278, from whence the Northeast corner of said Section 278 bears South 89° 34' 29" East, 799.54 feet (per record data). same point being the Northeast corner of said 25.38 acre tract of land and also being the Northeast corner of the herein described tract of land; THENCE South 01° 13' 29" West, at 30.00 feet passing a 1/2 inch iron rod found in the South monumented right-of-way line of McClary Road (dedication unknown), a total distance of 947.53 feet to a fence corner post found at the Southeast corner of said 25.38 acre tract of land, same point being the Southeast corner of this tract of land; THENCE North 89° 40' 11" West, 1282.71 feet to a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set at the Southwest corner of this tract of land, same point being the Southwest corner of said 2.88 acre tract of land; THENCE North 00° 34' 47" West, at 919.71 feet passing a 1/2 inch iron rod with cap stamped "FURMAN RPLS" set in the South monumented right-of-way line of said McClary Road, a total distance of 949.71 feet to a point in the North line of said Section 278 at the Northwest corner of this tract of land same point being the Northwest corner of said 2.88 acre tract of land; THENCE South 89° 34' 29" East (base line), 1312.59 feet along the North line of said Section 278 to the PLACE OF BEGINNING and containing a computed area of 28.26 acres of land. more or less.

County Where Property

Is Located:

Moore County, Texas

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<sup>1</sup> In this document and any subsequent notice, any reference to "Substitute Trustee" includes any one of the Successor Substitute Trustees identified above.

<sup>2</sup> In the event of a conflict between this instrument and the Deed of Trust concerning the description of the Property, the description contained in the Deed of Trust will control.

Date of Sale of Property: January 7, 2025

Earliest Time of Sale of Property: 1:00 p.m. (Central Time)

Place of Sale of Property: At the Moore County Courthouse located at (Main Original Building), 7<sup>th</sup> Street and Dumas Ave, Dumas Moore County, Texas, First Floor in center area of hall or as designated by the County Commissioner's Court area of the Courthouse pursuant to Section 51.002 of the Texas Property Code, and if no area is designated then adjacent to the area where this notice is posted.

Secured Obligation: Collectively, the Note, any modifications and extensions, and any and all obligations described in or secured by the Deed of Trust.

Beneficiary is the owner and holder of the right to receive payments due under the Secured Obligation. Beneficiary is the owner and beneficiary of the lien and security interest(s) granted under or contained within the Deed of Trust and the related loan documents.

Because of default in performance of the Secured Obligation by the Maker (who is also the Grantor under the Deed of Trust), Substitute Trustee (or any of the Successor Substitute Trustees) will sell the Property by public auction to the highest bidder on the Date of Sale of Property at the Place of Sale of Property to satisfy the debt secured by the Deed of Trust. The sale will begin at the Earliest Time of Sale of Property (see above) or within three (3) hours thereafter.

To the extent allowed by the Deed of Trust or applicable law, the Substitute Trustee may (in his/her/its sole discretion or as directed by Beneficiary) sell the Property in one lot or by separate lots or parcels. The Beneficiary under the Deed of Trust (or its designee, assignee, or agent, as applicable) will be permitted to "credit bid" against the Secured Obligation; other bidders will need to demonstrate the ability to pay cash on the Date of Sale. Additional conditions for the conduct of the sale may be announced by the Substitute Trustee before the bidding is opened for the first sale of the day to be conducted by the Substitute Trustee.<sup>3</sup>

The sale will also include all personal property and fixtures, if any, of any nature referenced or described in the Deed of Trust. Beneficiary has requested that the Substitute Trustee sell all the components of the Property that are personal property or fixtures in accordance with the terms of

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<sup>3</sup> See Tex. Prop. Code § 51.0075.

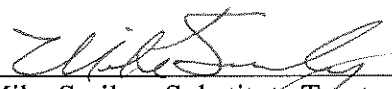
Chapter 9 of the Texas Business and Commerce Code (the Texas Uniform Commercial Code). The foreclosure of the personal property will be held at the same time and place as the sale noticed above; to the extent permitted by Chapter 9 of the Texas Business and Commerce Code (Texas Uniform Commercial Code) and / or the Texas Property Code, the Substitute Trustee has been instructed to proceed as to both the real property and personal property referenced in the Deed of Trust in accordance with the rights and remedies of the owner and holder of the Secured Obligation. Beneficiary may also direct the foreclosure of personal property security interests described in any security agreement between Grantor and Beneficiary.

The Property will be sold AS IS, WHERE IS, IN ITS PRESENT PHYSICAL CONDITION,<sup>4</sup> subject to ad valorem tax liens, if any, against the Property. ANY PROSPECTIVE PURCHASER IS ENCOURAGED TO CONDUCT ITS OWN INDEPENDENT INVESTIGATION OF THE PROPERTY, RECORD TITLE TO THE PROPERTY, TAX LIENS, IF ANY, AGAINST THE PROPERTY, AND THE PHYSICAL CONDITION OF THE PROPERTY PRIOR TO THE SALE.

**If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the amount paid. The purchaser shall have no further recourse against the Maker/Grantor, the Payee/Beneficiary, the Substitute Trustee, any Successor Substitute Trustee or the attorney for the Substitute Trustee, any Successor Substitute Trustee, or the Payee/Beneficiary.**

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 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 MILITARY DUTY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

Signed and Posted December 17, 2024.

  
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Mike Smiley, Substitute Trustee

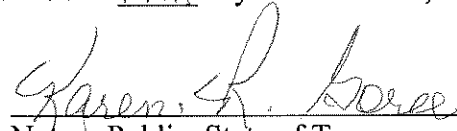
*See page one (1) for name and street address of Substitute Trustee and any Successor Substitute Trustees.*

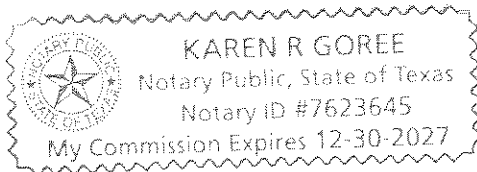
<sup>4</sup> See Tex. Prop. Code § 51.009.

ACKNOWLEDGMENT

STATE OF TEXAS           §  
  §  
COUNTY OF POTTER       §

This instrument was acknowledged before me this 17<sup>th</sup> day of December, 2024, by Mike Smiley, Substitute Trustee.

  
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Notary Public, State of Texas



AFTER POSTING, RETURN TO:

Mike Smiley  
Underwood Law Firm, PC  
P.O. Box 9158  
Amarillo, TX 79105-9158

ADDRESS OF BENEFICIARY

Commerce Street Investments  
Attn: Dick Ford  
P.O. Box 1368  
Amarillo, TX 79105