

STATE OF TEXAS §
 §
COUNTY OF ARANSAS §

SUBSTITUTE TRUSTEE'S NOTICE OF FORECLOSURE SALE
AND NOTICE OF DISPOSITION OF COLLATERAL

Date of Notice: July 29, 2015 (the "**Date**")

Deed of Trust: Deed of Trust (the "**Deed of Trust**")

Deed of Trust Dated: May 3, 2011

Grantor Under
Deed of Trust: Raintree Campground and RV Resort LLC d/b/a Raintree Rv Park
 ("**Grantor**").

Original Trustee
of Deed of Trust: Steven R. Brook

Lender: United Bank ("**Lender**"), identified in Deed of Trust as "**Beneficiary**".

Deed of Trust
Recorded as: Clerk's File No. 317593, Official Records of Aransas County, Texas,
 recorded May 6, 2011.

Deed of Trust
Secures: Note dated May 3, 2011 (the "**Note**") in the original principal amount of
 \$680,000.00 executed by Grantor and payable to the order of Lender, the
 Note being part of SBA Loan No. 46125450-10 (the "**Loan**").

Real Property
Described in
Deed of Trust: See Exhibit "A" attached hereto and incorporated by reference as if fully
 set forth herein (the "**Real Property**"), the Real Property being commonly
 known as 1924 W. Terrace Blvd., Rockport, TX, 78382.

Substitute
Trustee: Lee M. Kirner ("**Substitute Trustee**")

Substitute
Trustee's Address: Cantey Hanger LLP, 1999 Bryan St., Ste. 3300, Dallas, TX 75201

Guarantor of Loan: Philip Bamford

Commercial

Security Agreement: Commercial Security Agreement dated May 3, 2011 (the "Security Agreement") executed by Grantor in favor of Lender as security for the Loan. Lender perfected its interest in the collateral described and secured by the Security Agreement (the "Personal Property") by filing made May 10, 2011 in the office of the Texas Secretary of State as Filing Number 11-0013956056. See Exhibit "B" attached hereto and incorporated by reference herein for a description of the Personal Property.

The Property: The Real Property and the Personal Property are cumulatively referred to herein as the "Property".

Foreclosure Sale

1. Date of the Foreclosure Sale. The non-judicial sale of the Property (the "Foreclosure Sale") will be held on Tuesday, September 1, 2015 (the "Date of Sale").

2. Time of the Foreclosure Sale. The Foreclosure Sale will take place between the hours of 1:00 p.m. and 4:00 p.m. local time (the "Time of Sale"). The Foreclosure Sale must be completed within three (3) hours of the start of the Foreclosure Sale, but end no later than 4:00 p.m. local time.

3. Place of the Foreclosure Sale. The Foreclosure Sale will be held at the front steps to the east lobby entrance of the Aransas County Courthouse, 301 N. Live Oak, Rockport, Texas, or as designated by the County Commissioners or as designated by the County Commissioners Court (the "Place of Sale").

4. Notice of the Foreclosure Sale. Default has occurred upon the terms of the Loan and all amounts due pursuant to the Note have been accelerated by Lender. As a result of such default, Lender, the owner and holder of the Note, has instructed Substitute Trustee to conduct the Foreclosure Sale on the Date of Sale, the Time of Sale and at the Place of Sale set forth above. Formal notice is hereby given of Lender's election to proceed against and sell the Property described in the Deed of Trust and Security Agreement in accordance with Lender's rights and remedies under the Deed of Trust, the Security Agreement and applicable law. Therefore, notice is given that on and at the Date of Sale, Time of Sale, and Place of Sale described above, Substitute Trustee will conduct the Foreclosure Sale in accordance with the terms of the Deed of Trust and applicable law. Before the Foreclosure Sale, Lender may appoint another person as substitute trustee to conduct the Foreclosure Sale.

5. Terms of the Foreclosure Sale.

(a) The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Lender's bid may be by credit bid up to the amount of the unpaid indebtedness secured by the lien of the Deed of Trust. Those desiring to purchase the Property will need to demonstrate their ability to pay their bid in full and in cash on the day the Property is sold. If the Foreclosure Sale is set aside for any reason by a Court of proper

jurisdiction, the purchaser at the Foreclosure Sale shall be entitled only to a return of the bid paid and such purchaser will have no recourse against Lender, Lender's attorneys, Trustee, Substitute Trustee, or any other substitute trustee.

(b) The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust. Prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect. The Foreclosure Sale is further subject to any and all real estate ad valorem tax liens, federal tax liens, and any and all other liens that by law remain in force and effect notwithstanding the sale of the Property. The Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable real property records and federal, State and County tax records to determine the nature and extent of such matters, if any.

(c) Pursuant to Section 51.009 of the Texas Property Code, the purchaser of the Property at the Foreclosure Sale will acquire the Property "AS-IS" without any expressed or implied warranties, except as to the warranties of title (if any) provided for under the Deed of Trust, and at the purchaser's own risk. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

6. Lender's Right to Reschedule the Foreclosure Sale. The Deed of Trust permits the Lender to postpone, withdraw, or reschedule the Foreclosure Sale for another day. In that case, Substitute Trustee need not appear at the Date of Sale, Time of Sale, and Place of Sale described above to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refilled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code, as may be amended or recodified from time to time. The reposting or refilling may be after the date originally scheduled for this Foreclosure Sale.

7. Notice Pursuant to Texas Law. Pursuant to Section 51.0075 of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

8. Notice of Disposition of Personal Property Collateral. Pursuant to Section 9.604 of the Uniform Commercial Code as adopted by the State of Texas, the Foreclosure Sale specifically includes both the sale of the Real Property and the sale of the Personal Property. Neither Lender nor Substitute Trustee makes any representations or warranties regarding whether the Personal Property is located upon or about the Real Property. Neither Lender nor Substitute Trustee will have any duty to assist any purchaser with locating any of the Personal Property following the Foreclosure Sale.

9. Notice to Servicemembers on Active Military Duty. A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (SCRA) of 2003, 50 U.S.C. App. 501 *et seq.*, and Texas law, including Section 51.015 of the Texas Property Code. 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.

WITNESS MY HAND this 29th day of July, 2015.

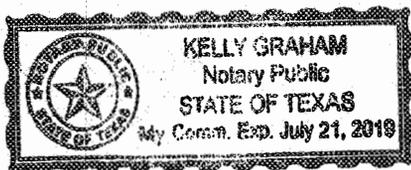


Lee M. Kirner, Substitute Trustee

Acknowledgment

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This Substitute Trustee's Notice of Foreclosure Sale and Notice of Disposition of Collateral was acknowledged before me on the 29th day of July, 2015, by Lee M. Kirner, Substitute Trustee.





Notary Public, State of Texas
Commission Expires: 7-21-19
Printed Name: Kelly Graham

**EXHIBIT "A" To Substitute Trustee's Notice of Foreclosure Sale
and Notice of Disposition of Collateral**

Description of Real Property

TRACT ONE:

Lot No. ONE (1), RAINTREE ACRES, City of Rockport, Aransas County, Texas, according to the re-plat thereof recorded in Volume 5, Page 46, Plat Records of Aransas County, Texas.

TRACT TWO:

All of Lot No. TWO (2) and the EAST ONE HALF (E ½) of Lot No. TEN (10), Block No. EIGHT (8), WEST TERRACE ACRES SUBDIVISION, Unit No. ONE (1), Aransas County, Texas according to the plat thereof recorded in Volume 2, Page 89, Plat Records, Aransas County, Texas.

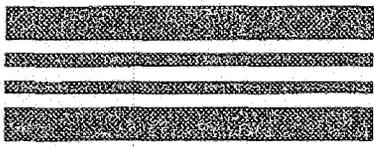
TRACT THREE:

Lot No. THIRTY-TWO (32), Block No. ONE (1), WEST TERRACE ACRES SUBDIVISION, Unit No. ONE (1), Aransas County, Texas according to the plat thereof recorded in Volume 2, Page 89, Plat Records, Aransas County, Texas, LESS AND EXCEPT that portion of Lot No. 32 having been conveyed to State of Texas Highway and Public Transportation Commission in Deed recorded in Volume 293, Page 475, Deed Records, Aransas County, Texas.

**EXHIBIT "B" To Substitute Trustee's Notice of Foreclosure Sale
and Notice of Disposition of Collateral**

Description of Personal Property

See attached copy of UCC-1 Filing made May 10, 2011 in the office of the Texas Secretary of State as Filing Number 11-0013956056.



11-0013956056

05/10/2011 05:00 PM

UCC FINANCING STATEMENT

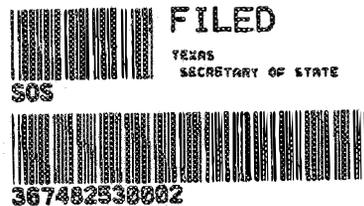
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
 Mary Noil. Ph: (715) 926-3921, Ext. #2612

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

United Bank
 50618 Charles Street
 PO Box 10
 Osseo, WI 54758-0010

RECEIVED
 MAY 10 2011
 CLK 56



THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
 Raintree Campground and RV Resort LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 1924 W Terrace Blvd Rockport TX 78382 USA

1d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
 ORGANIZATION DEBTOR LLC TX 801352036 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 ORGANIZATION DEBTOR NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
 UNITED BANK

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
 203 E MAIN STREET, PO BOX 86 MONDOVI WI 54755-0086 USA

4. This FINANCING STATEMENT covers the following collateral:

All inventory, equipment, accounts (including but not limited to all health-care insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and accounts proceeds);

Without limitation of the foregoing, the Collateral specifically includes all collateral described on Exhibit "A" attached hereto and incorporated

(Continued on attached Financing Statement Addendum)

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/SAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (for recording) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
 SA dated 5/03/2011

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

10. ORGANIZATION'S NAME
Raintree Campground and RV Resort LLC

OR

11. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11d. SEE INSTRUCTIONS | ADDL INFO RE ORGANIZATION DEBTOR | 11e. TYPE OF ORGANIZATION | 11f. JURISDICTION OF ORGANIZATION | 11g. ORGANIZATIONAL ID #, if any

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

12c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

16. Additional collateral description:

herein.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this loan will be construed in accordance with federal law

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

FILED
 AT 3:36 P. M.
 JUL 31 2015

VALERIE K. AMASON
 COUNTY CLERK, ARKANSAS CO, TEXAS

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction
 Filed in connection with a Public-Finance Transaction