

NOTICE OF SUBSTITUTE TRUSTEE'S SALE (AMENDED)
(Gray County, Texas)

Date: June 4, 2025

Real Estate Lien Note ("Note")

Date: December 15, 2021
Original Principal Amount: \$350,000.00
Borrower ("Maker"): Rafter P, LLC (also known as Rafter P Cattle, LLC, a Texas limited liability company)
Lender ("Payee"): Carol McCurley
Owner/Holder: Carol McCurley
Pre-Maturity Initial Pre-Maturity Interest Rate: Variable interest rate equal to the U.S. prime rate as published in the "Money Rates" column of the Wall Street Journal plus 2% per annum, but not less than 5.25% and not more than 18% per annum as further defined in the Note.
Current Pre-Maturity Interest Rate: 9.50%
Post Maturity Interest Rate: 18%

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

Date: December 15, 2021
Grantor: Rafter P Cattle LLC, a Texas limited liability company (also known as Rafter P, LLC)
Trustee: Leland W. Waters
Recording Information: Clerk's Instrument No. 0226880
Official Public Records of Gray County, Texas
Beneficiary: Carol McCurley, P. O. Box 57, Mobeetie, Texas 79061 (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:¹ Aaron Smith, and/or Madison Estes [500 S. Taylor, Suite 1200, Amarillo, Texas 79101 (physical

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

address) and P.O. Box 9158 Amarillo, Texas 79105-9158 (mailing address)]

Property Securing Note under Deed of Trust ("Property"²):

Tract 1:

Surface Estate only of the Northwest Quarter (NW/4) and the North 60 Acres of the Southwest Quarter (SW/4) of Section 164, Block 3, I&GN RR Co. Survey, situated in Gray County, Texas.

Tract 2:

The Southeast Quarter (SE/4) of Section 164, Block 3, I&GN RR Co. Survey, situated in Gray, Texas, SAVE AND EXCEPT a 5-acre tract of land described in a Warranty Deed dated October 1, 1987, recorded in Volume 566, page 313, of the Real Estate Records of Gray County, Texas, and a 15-acre tract of land described in a Warranty Deed dated January 23, 2012, recorded in Volume 949, page 394, of the Official Public Records of Gray County, Texas.

Tract 3

The Northeast Quarter (NE/4) and the South 100 acres of the Southwest Quarter (SW/4) of Section 164, Block 3, I&GN RR. Co. Survey, Abstract No. 477, situated in Gray County, Texas.

County Where Property
Is Located:

Gray County, Texas

Date of Sale of Property:

July 1, 2025

Earliest Time of
Sale of Property:

1:00 p.m. (Central Time)

Place of Sale of Property:

South entrance to the Courthouse, fair weather, outside the building inclement weather, inside the building or as designated by the County Commissioner's Office or as designated by the County Commissioner's Court, pursuant to Section 51.002 of the Texas Property Code.

Secured Obligation:

Collectively, the Note, any extensions under the Note, and any and all obligations described in or secured by the Deed of Trust.

² 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.

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.³

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 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,⁴ subject to ad valorem tax liens, if any, against the Property. ANY PROSPECTIVE PURCHASER IS ENCOURAGED TO CONDUCT ITS OWN INDEPENDENT

³ See Tex. Prop. Code § 51.0075.


⁴ See Tex. Prop. Code § 51.009.

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 June 4, 2025.

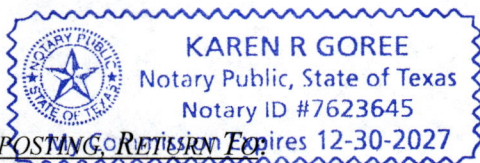

Mike Smiley, Substitute Trustee

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

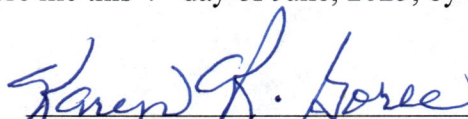
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF POTTER §

This instrument was acknowledged before me this 4th day of June, 2025, by Mike Smiley, Substitute Trustee.



AFTER POSTING, RETENTION PERIOD EXPIRES 12-30-2027
Mike Smiley
Underwood Law Firm, PC
P.O. Box 9158
Amarillo, TX 79105-9158


Notary Public, State of Texas

ADDRESS OF BENEFICIARY
Carol McCurley
P. O. Box 57
Mobeetie, TX 79061