

**NOTICE OF TRUSTEE'S SALE**

DATE: April 14, 2014

TRUSTEE: Charles F. Baum, 2001 Bryan Street, Suite 1800, Dallas, TX 75201

MORTGAGEE: PMC COMMERCIAL TRUST, a Texas real estate investment trust

NOTE: Promissory Note dated August 13, 2006 in the original principal amount of \$1,563,000.00, executed by SINGH & SINGH, LLC payable to the order of PMC COMMERCIAL TRUST as amended by the Debtor's Amended Plan of Reorganization and the Findings of Fact, Conclusions of Law and Order Under 11 U.S.C. § 1129 Confirming Debtor's Amended Joint Plan of Reorganization, in bankruptcy case no. 10-47190-RFN-11; in the United States Bankruptcy Court, for the Northern District of Texas, Fort Worth Division.

Comfort Inn

**DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS:**

("Deed of Trust") as amended by the Debtor's Amended Plan of Reorganization and the Findings of Fact, Conclusions of Law and Order Under 11 U.S.C. § 1129 Confirming Debtor's Amended Joint Plan of Reorganization, in bankruptcy case no. 10-47190-RFN-11; in the United States Bankruptcy Court, for the Northern District of Texas, Fort Worth Division.

Date: August 13, 2006

Grantor: SINGH & SINGH, LLC, a Texas limited liability company

Original Beneficiary: PMC COMMERCIAL TRUST, a Texas real estate investment trust

Current Beneficiary: PMC COMMERCIAL TRUST, a Texas real estate investment trust

Recording Information: Volume 1297, Page 0830, Official Public Records of Erath County, Texas.

POSTED  
A.M. 1:40 P.M.

APR 14 2014  
GWINDA JONES, COUNTY CLERK  
ERATH COUNTY, TEXAS  
BY LES DEPUTY

PROPERTY:

- (a) the premises located in Erath County, Texas and more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all of the easements, rights of way, privileges, liberties, hereditaments, strips and gores, streets, alleys, passages, ways, waters, watercourses, rights and appurtenances thereunto belonging to appertaining, and all of the estate, right, title, interest, claim or demand whatsoever of Grantor therein and in the streets and ways adjacent thereto, either in law or in equity (collectively, the "Land");
- (b) the structures or buildings, and all additions and improvements thereto, now or hereafter erected upon the Land, including all buildings materials and Fixtures (hereinafter defined) now or hereafter forming a part of said structures or buildings, or delivered to the Land and intended to be installed in such structures or buildings (collectively the "Improvements");
- (c) all systems, devices, machinery, apparatus, equipment, fittings, appliances and fixtures of every kind and nature whatsoever located on the Land or the Improvements, including, but not limited to, all electrical, anti-pollution, heating, lighting, laundry, incinerating, power, air-conditioning, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, communication, garage and cooking systems, devices, machinery, apparatus, equipment, fittings, appliances and fixtures, and all engines, pipes, pumps, tanks, motors, conduits, ducts, compressors and switchboards, and all storm doors and windows, dishwashers, attached cabinets and partitions not including in the Improvements (collectively, the "Fixtures");
- (d) all articles of personal property of every kind and nature whatsoever, including, but not limited to, all shades, awning, beds, screens, furniture and carpets, now and hereafter affixed to, attached to, placed upon, used or usable in any way in connection with the use, enjoyment, occupancy or operation (including the planning, development and financing) of the Land or Improvements, but excluding any such articles of personal property belonging to any tenant of the Land or Improvements unless it is necessary to the operation of the Improvements (collectively, the "Personal Property");
- (e) all leases of the Land, Improvements and Personal Property, or any part thereof, now or hereafter entered into, and all right, title and interest of Grantor thereunder, including cash or securities deposited thereunder to secure performance by the tenants of their obligations, and, including further, the right to receive and collect the rents thereunder (collectively, the "Leases");
- (f) all revenues, income, rents, issues and profits of any of the Land,

Improvements, Personal Property or Lease (collectively, the "Rents");

- (g) all proceeds from the conversion, whether voluntary or involuntary, of any part of the Land, Improvements or Personal Property into cash or liquidated claims, including insurance proceeds, insurance premium refunds or condemnation awards;
- (h) all contracts and subcontracts relating to the Land or Improvements and all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Land or Improvements (collectively, the "Contracts"); and
- (i) all funds, accounts, contracts rights, instruments, documents, general intangibles (including fictitious, trade and other names, trademarks and symbols used in connection with the Land or Improvements, whether registered or not), and notes and chattel paper arising from or by virtue of any transaction relating to the Land or Improvements (collectively, the "Intangibles").

COUNTY: Erath

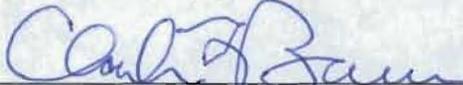
DATE OF SALE (first Tuesday of month): May 6, 2014

TIME OF SALE: 10:00 a.m.

PLACE OF SALE: The outside steps of the south side of the Erath County Courthouse, 100 W Washington, Stephenville, TX 76401.

The current Mortgagee has appointed Charles F. Baum as Trustee under the Deed of Trust. Mortgagee has instructed Trustee to offer the Property for sale toward satisfaction of the Note.

Notice is given that on the Date of Sale, Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "AS IS." THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE FOR THE PERSONAL PROPERTY IN THIS DISPOSITION. The earliest time the sale will occur is the Time of Sale, and the sale will be conducted no later than three hours thereafter.

  
Charles F. Baum