

STATE OF TEXAS                   §  
   §  
COUNTY OF JONES               §

**NOTICE OF FORECLOSURE SALE**

Date: June 8, 2016

**Deed of Trust**

Dated:                   October 7, 2014

Grantors:               Subsurface Production, Inc. and Cedar Ridge Energy, Inc.

Trustee:                C. Boyd Finch

Lender:                 First National Bank of Stanton-Midland Branch

Recorded in:          Vol. 401, Page 555 of the Official Public Records of Jones County, Texas

Secures:               Promissory Note "the Note" dated October 7, 2014, in the original principal amount of \$600,000.00, executed by Grantors Subsurface Production, Inc. and Cedar Ridge Energy, Inc. and payable to the order of Lender.

Property:              Wilder Lease:

All of Grantor's 100% Leasehold (81.25% Net Revenue) Interest in and to that certain Oil and Gas Lease dated November 5, 2004, from Donald Joe Wilder, et al, as Lessors, to Subsurface Production, Inc. as Lessee, recorded in Volume 219, Page 334 of the Real Property Records of Jones County, Texas, covering, in whole or in part, the following described lands, to-wit:

80 acres of land out of the Minter Northington Survey No. 270, Jones County, Texas described by metes and bounds as follows:

Polley Lease and Cole Unit

Lessor:                   W.W. Polley and wife, Pauline Polley, et al

**POSTED NOTICE**  
**DATE** 6-10-16 **TIME** 11:45 A.M.  
*Keenan Jennings*  
JONES COUNTY CLERK, JONES CO., TX  
BY: *Christina Gallegos*

Lessee: John R. Thompson  
Lease Date: October 27, 1971  
Recording Data: Volume 571, Page 259, Deed Records,  
Jones County, Texas

Being 119.9 acres of land, more or less, out of the G. W. Penny Survey No. 271 in Jones County, Texas, described by field notes as Beginning at a point in the WB line of said Survey 3063 varas South 15 degrees east from the NW corner of said Survey; Thence north 75 degrees east 927 varas to the NE corner of this tract; thence south 14 degrees 1 min. east 745 varas to the SE corner of this tract; thence south 73 degrees west 916 varas to the WB line of said Survey; Thence north 15 degrees west with the WB line 350 varas to the SW corner of a school lot; thence around lot, north 75 degrees east 119 varas, north 15 degrees west 190 varas, south 75 degrees west 119 varas to the WB line of said survey; thence north 15 degrees west with the WB line 231.5 varas to the place of beginning.

Limited to a depth from the surface down to 3950.

**Foreclosure Sale:**

Date: July 5, 2016

Time: The sale of the Property ("Foreclosure Sale") shall begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale shall be completed by no later than 1:00 P.M.

Place: Jones County Courthouse in Anson, Texas, at the area designated by the Jones County Commissioners Court.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Lender 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.



Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal Notice is hereby given of Lender's election to proceed against and sell both the real property and any and all personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time and Place described above, Substitute Trustee will sell the Property by public sale to the highest bidder for cash in accordance with the Deed of Trust.

The Deed of Trust permits the Lender to postpone, withdraw, or reschedule the sale for another day. In that case, the Substitute Trustee under the deed of trust need not appear at the Date, Time, and Place of 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 and the Deed of Trust. Such reposting or refiling may be after the date originally scheduled for this sale.

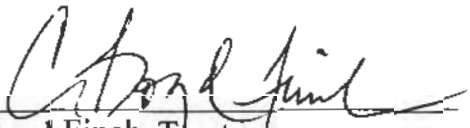
Those desiring to purchase the Property will need to demonstrate their ability to pay cash on the day the Property is sold.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but 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 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.

Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "as is, where is" condition, without any express or implied warranties or covenants, except as to the warranties of title provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

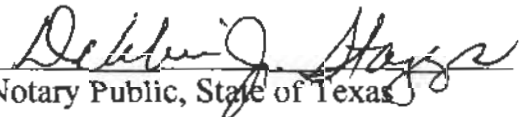
Pursuant to Section 51.0075 of the Texas Property Code, the Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the Substitute Trustee.

Notice is given that before the Foreclosure Sale, Lender may appoint another person as Substitute Trustee to conduct the Foreclosure Sale.

  
C. Boyd Finch, Trustee

STATE OF TEXAS       §  
                                  §  
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 7<sup>th</sup> day of June, 2016, by C. Boyd Finch, Trustee.

  
Notary Public, State of Texas

