

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

**DATE:** July 14, 2025

**PROMISSORY NOTE:** First Amended and Restated Secured Promissory Note, described as follows:

Original Date: December 4, 2024

Maker: Kim D. Clenney, Mesa Vista Energy, LLC, and Great Plains Investments, LLC

Payee: TCT Financial V, LLC, a Texas limited liability company

Amount: \$201,862.79

**DEED OF TRUST:** Deed of Trust, Mortgage, Assignment, Security Agreement and Financing Statement

Original Date: October 1, 2024

Grantor: Kim D. Clenney, Mesa Vista Energy, LLC, and Great Plains Investments, LLC

Original Trustee: Lauren Allen

Beneficiary: TCT Financial V, LLC, a Texas limited liability company

Recorded in: Instrument Number 24-3426 of the Official Public Records of Andrews County, Texas, Instrument Number 246313 of the Official Public Records of Martin County, Texas, and Instrument Number 2024-2068 of the Official Public Records of **Yoakum County, Texas.**

**LENDER:** TCT Financial V, LLC, a Texas limited liability company

**BORROWER:** Kim D. Clenney, Mesa Vista Energy, LLC, and Great Plains Investments, LLC

**PROPERTY:** The "Mortgaged Property" as described in the Deed of Trust and as described on **Exhibit A** attached hereto.

**SUBSTITUTE TRUSTEE:** Shelly Nail, Coby Nail, Donna Trout, Zane Nail, Zoey Fernandez, Zia Nail, or David Garvin.

**SUBSTITUTE TRUSTEE'S MAILING ADDRESS:**

c/o Munsch Hardt Kopf & Harr, PC  
1717 W. 6<sup>th</sup> Street, Suite 250  
Austin, Texas 78703  
Attn: Michael B. Franklin

**DATE AND TIME OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:**

August 5, 2025, being the first Tuesday of the month, to commence at 1:00 p.m., or within three hours thereafter.

**PLACE OF SUBSTITUTE TRUSTEE'S SALE OF PROPERTY:**

The east door of the Andrews County Courthouse, located at 201 N. Main, Andrews, Andrews County, Texas 79714, or if the preceding area is no longer the designated area, then in the area designated by the Commissioners Court of Andrews County, Texas for real property foreclosure under Section 51.002 of the Texas Property Code pursuant to instrument(s) recorded in the real property records of Andrews County, Texas.

Default has occurred in the payment of the Promissory Note and in the performance of the obligations of the Deed of Trust, which secures the Promissory Note. Because of such default, Lender, the owner of the Promissory Note, and the holder of the Promissory Note and the Deed of Trust lien for purposes of Section 51.002 of the Texas Property Code, has requested Substitute Trustee to sell the Property in accordance with the terms of the Deed of Trust and applicable law.

The Deed of Trust encumbers 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 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 (Texas UCC).

Therefore, notice is given that on the Date and Time of Substitute Trustee's Sale of Property and at the Place of Substitute Trustee's Sale of Property, I, Substitute Trustee or such other Substitute Trustee as Lender may subsequently appoint, will sell the Property by public sale to the highest bidder for cash, in accordance with the Deed of Trust and applicable law. The sale and conveyance of the Property will be subject to all matters of record applicable to the Property which are superior to the Deed of Trust and to the permitted exceptions to title, if any, described in the Deed of Trust. Substitute Trustee has not made and will not make any covenants, representations, or warranties concerning the Property other than providing the successful bidder at the sale with a deed to the Property containing any warranties of title required by the Deed of Trust. The Property includes only Borrower's right, title, and interest in and to oil, gas and other minerals interests (including royalty interests) and is sold and conveyed "AS IS, WHERE IS", and WITH ALL FAULTS.

**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 State, please send written notice of the active duty military service to the sender of this notice immediately.**

**ALTHOUGH SUBSTITUTE TRUSTEE(S) WAS PREVIOUSLY APPOINTED PURSUANT TO THE DEED OF TRUST AND THE TEXAS PROPERTY CODE, FOR AVOIDANCE OF DOUBT, THIS INSTRUMENT REAFFIRMS THAT APPOINTMENT AS FOLLOWS: THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN**

THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR  
AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGEE SERVICER.



Printed Name: David Garvin

Title: Substitute Trustee

**EXHIBIT "A"**  
**Mortgaged Property**

All of Borrower's right, title, and interest in and to the Minerals (hereinafter defined), and any current or future royalties, overriding royalties, bonuses, rents or other monies paid, due, or held in suspense as a result of the extraction, sale, lease, extension, or use of the following, or any proceeds therefrom:

1. The land described on Exhibit "A-1" attached hereto (the "**Lands**").
2. All natural resources or other substance of value which may be extracted or produced from the Lands (the "**Minerals**"). The Minerals include, but are not limited to oil, gas, carbons metals and water.
3. Any substances or materials that result from the extraction of Minerals from the Lands (the "**Products**"). The Products include, but are not limited to the extracted Minerals and any materials or substances created from the extracted Minerals.
4. Any existing leases that cover any part of the Lands (the "**Lease**").

The Mortgaged Property additionally includes all of Borrower's right, title, interest and estate in and to the Minerals and Proceeds and all other claims or causes of action held by or accruing to the Borrower under the Lease and any lease covering interests under the Lands or held by Borrower by virtue of ownership of the Lands, Minerals or Products, including, but not limited to revenues, incomes, and payments from royalties, overriding royalties, lease bonuses, lease extensions, and purchases.

**EXHIBIT "A-1"**  
**Lands**

**ANDREWS, MARTIN AND YOAKUM COUNTIES, TEXAS:**

<u>County</u>	<u>Lease Name</u>	<u>Section</u>	<u>Abstract</u>	<u>Block</u>	<u>Survey</u>
YOAKUM	FANDANGO 536	583	558	D	GIBSON, J H
YOAKUM	FIELD, M.	534	651	D	GIBSON, J H
ANDREWS	FISHER 76	7	1953	A36	PSL
ANDREWS	FISHER 76A	7	1953	A36	PSL
ANDREWS	FISHER 76B	7	1953	A36	PSL
ANDREWS	FISHER 76C	7	1953	A36	PSL
MARTIN	GASKINS	38	896	36	T&P RR CO
MARTIN	GASKINS A	38	896	36	T&P RR CO
MARTIN	GASKINS B UNIT	38	896	36	T&P RR CO
YOAKUM	MADJACK 522	522	649	D	GIBSON, J H
YOAKUM	MADJACK 522	584	503	D	GIBSON, J H
YOAKUM	MADJACK 522	584	836	D	GIBSON, J H
YOAKUM	MCGINTY	520	650	D	GIBSON, J H
YOAKUM	MCGINTY 2	520	650	D	GIBSON, J H
YOAKUM	MOONDANCE 534	585	560	D	GIBSON, J H
YOAKUM	ONE EYED JOHN 522	522	649	D	GIBSON, J H
YOAKUM	ROAD DIRT 534		1943		GIBSON, J H
YOAKUM	ROAD DIRT 534	534	651	D	GIBSON, J H
YOAKUM	RR-GOOGINS	215	402	D	GIBSON, J H
YOAKUM	RR-GOOGINS 216-W POOLED UNIT	216	1524	D	GIBSON, J H
YOAKUM	RR-GOOGINS 217-1H UNIT	217	403	D	GIBSON, J H
YOAKUM	RR-GOOGINS 2172H UNIT	217	403	D	GIBSON, J H
YOAKUM	RR-GOOGINS 2494H POOLED UNIT	216	1524	D	GIBSON, J H
YOAKUM	RR-GOOGINS 249-W POOLED UNIT	216	1524	D	GIBSON, J H
YOAKUM	RR-GOOGINS 249-W POOLED UNIT	249	149	D	GIBSON, J H
YOAKUM	SKINNY DENNIS 468	522	649	D	GIBSON, J H
YOAKUM	SKINNY DENNIS 468	468	843	D	GIBSON, J H
YOAKUM	SMASHED NICKEL 536 A UNIT	583	558	D	GIBSON, J H
YOAKUM	SMASHED NICKEL 536 B UNIT	583	558	D	GIBSON, J H
YOAKUM	SMOKIN TRAIN 520	537	272	D	GIBSON, J H
YOAKUM	SMOKIN TRAIN 520	520	650	D	GIBSON, J H
MARTIN	VISERION UNIT 1	35	168	36	T&P RR CO
MARTIN	VISERION UNIT 2	35	168	36	T&P RR CO

**DESCRIPTION:**

All of the right, title and interest of Mortgagor, of every nature whatsoever in oil, gas and other minerals now owned or later acquired by Grantor, in and under lands all located in Andrews, Martin and Yoakum Counties, Texas, including, without limitation, all rights, titles and interests in the above Leases, Abstracts and Surveys, whether or not properly described herein, and including, but not limited to, those lands described herein below, to wit:

**Andrews County:**

North 560 acres of Section 6, Block A-36

**Martin County:**

Section 38, Block 36, Township 2 North, Abstract 896, T&P RR Co./Robertson, J. P. Jr. Survey, Martin County, Texas.

**Yoakum County:**

All of Section 97, Block D, John H. Gibson Survey, containing 649.90 acres, more or less  
All of Section 127, Block D, John H. Gibson Survey, containing 649.90 acres, more or less  
All of Section 128, Block D, John H. Gibson Survey, containing 649.90 acres, more or less  
All of Section 129, Block D, John H. Gibson Survey, containing 649.90 acres, more or less  
All of Section 156, Block D, John H. Gibson Survey, containing 649.90 acres, more or less  
All of Section 157, Block D, John H. Gibson Survey, containing 649.90 acres, more or less  
All of Section 158, Block D, John H. Gibson Survey, containing 649.90 acres, more or less  
All of Section 160, Block D, John H. Gibson Survey, containing 650.00 acres, more or less  
All of Section 162, Block D, John H. Gibson Survey, containing 650.00 acres, more or less  
All of Section 163, Block D, John H. Gibson Survey, containing 649.92 acres, more or less  
All of Section 183, Block D, John H. Gibson Survey, containing 649.92 acres, more or less  
All of Section 187, Block D, John H. Gibson Survey, containing 649.90 acres, more or less  
The NW/4 of Section 188, Block D, John H. Gibson Survey, containing 162.475 acres, more or less  
The SW/4 of Section 188, Block D, John H. Gibson Survey, containing 162.475 acres, more or less  
All of Section 216, Block D, John H. Gibson Survey, containing 649.90 acres, more or less  
All of Section 250, Block D, John H. Gibson Survey, containing 649.90 acres, more or less