

## NOTICE OF FORECLOSURE SALE

Effective as of May 20, 2019, DOUBLE PLAY OIL & GAS, INC. ("**Mortgagor**" and "**Borrower**"), executed a Deed of Trust, Mortgage, Security Agreement, Fixture Filing, Assignment of Production and Financing Statement (the "**Deed of Trust**" or "**Mortgage**"), conveying to Arturo Ortega, as Trustee, the Mortgaged Properties (as hereinafter defined), and Mortgagor granting a security interest in favor of the Mortgagee (as hereinafter defined) on the Mortgaged Properties (as hereinafter defined), said Deed of Trust originally filed for record under Document Number 201900002286, in the Official Records of Karnes County, Texas, to secure FREEDOM BANK ("**Mortgagee**") in the payment of the Indebtedness as further described in the Deed of Trust.

Pursuant to the terms of the Deed of Trust, the undersigned has been appointed substitute trustee ("**Substitute Trustee**").

Mortgagee has advised Substitute Trustee that: (i) default has occurred in the payment of the Indebtedness and in the performance of the obligations of the Deed of Trust; (ii) the Indebtedness is now wholly due; and (iii) the Indebtedness remains unpaid.

Mortgagee, as the owner and holder of the Indebtedness, has instructed Substitute Trustee to sell the Mortgaged Properties, Mortgagee having elected to proceed against and sell the Mortgaged Properties in accordance with Mortgagee's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

**NOTICE IS HEREBY GIVEN** that on Tuesday, **May 6, 2025, at 10:00 a.m.**, or not later than three hours after that time, I will, as Substitute Trustee under the Deed of Trust, begin the sale of the Mortgaged Properties, at public auction, to the highest bidder for cash, except that Mortgagee's bid may be by credit against the Indebtedness at the area inside the front door of the courthouse (101 N. Panna Maria Ave., Karnes City, TX 78118), this being the East entrance facing Panna Maria in Karnes County, Texas or in the area designated by the Commissioner's Court, pursuant to Section 51.002 of the Texas Property Code for conducting foreclosure sales.

The **Mortgaged Properties** are described as follows:

- (a) All rights, titles, interests and estates owned as of the Deed of Trust and thereafter acquired by Borrower in and to the oil and gas and/or the oil, gas and mineral leases (herein sometimes called the "*Leases*"), operating rights, forced pooling orders and farmout agreements and other contractual or other rights relating to oil, gas and mineral rights, located in any County in the state of Texas, including, without limitation, those described on *Exhibit A* and the tracts, abstracts or surveys listed therein which is attached hereto and made a part hereof for all purposes, or which Leases are otherwise mentioned or referred to herein or therein and specifically, but without limitation, Borrower's undivided interests in the Leases described on *Exhibit A* attached hereto and made a part hereof;

FILED  
At 1:07 o'clock P M  
APR 14 2025  
CAROL SWIZE, COUNTY CLERK  
KARNES COUNTY, TEXAS  
Deputy



(b) All rights, titles, interests and estates owned as of the Deed of Trust and thereafter acquired by Borrower in and to (i) the properties now or hereafter pooled or unitized with the Leases; (ii) all presently existing or future unitization, communitization, pooling agreements and declarations of pooled units and the units created thereby (including, without limitation, all units created under orders, regulations, rules or other official acts of any Federal, State or other governmental body or agency having jurisdiction) that may affect all or any portion of the Leases including, without limitation, those units which may be described or referred to in *Exhibit A*; (iii) all operating agreements, contracts and other agreements described or referred to in this instrument which relate to any of the Leases or interests in the Leases described or referred to herein or in *Exhibit A* or to the production, sale, purchase, exchange, processing, gathering, compression, treating or transportation of the "Hydrocarbons" (hereinafter defined) from or attributable to such Leases or interests; and (iv) the Leases, even if Borrower's interests therein be incorrectly described or a description of a part or all of such Leases or Borrower's interests therein be omitted;

(c) All rights, titles, interests and estates owned as of the Deed of Trust and thereafter acquired by Borrower in and to all oil, gas, casinghead gas, condensate, distillate, liquid hydrocarbons, gaseous hydrocarbons and all products refined therefrom and all other minerals (herein collectively called the "Hydrocarbons") in and under and/or which may be produced and saved from or attributable to the Leases, the lands covered thereby and/or Borrower's interests therein, including all oil in tanks and all rents, issues, profits, proceeds, products, revenues and other income from or attributable to the Leases, the lands covered thereby and/or Borrower's interests therein which are subjected or required to be subjected to the liens and security interests of the Mortgage;

(d) All tenements, hereditaments, appurtenances and properties in anywise appertaining, belonging, affixed or incidental to the Leases, properties, rights, titles, interests and estates described or referred to in subparagraphs (a), (b) and (c) above, which are now owned or which may hereafter be acquired by Borrower subject to the limitations set forth in *Exhibit A*, including, without limitation, any and all property, real or personal, owned as of the Deed of Trust and thereafter acquired and situated upon or within the geographical boundaries covered by the Leases, used, held for use, or useful in connection with the operating, working or development of any of such Leases or properties (excluding drilling rigs, automotive equipment or other personal property which may be on such premises for the purpose of drilling a well or for other similar temporary uses) and including any and all oil wells, gas wells, salt water disposal wells, injection wells or other wells including, without limitation, those described on *Exhibit A* hereto, buildings, structures, field separators, flow-lines, separators, water treatment equipment or facilities, dehydrators, field separators, compressors, liquid extraction plants, plant compressors, pumps, pumping units, field gathering systems, tanks and tank batteries, fixtures, valves, fittings, machinery and parts, engines, boilers, meters, apparatus, equipment, appliances, tools, implements, cables, wires, towers, casing, tubing and rods, surface leases, rights-of-way, easements and servitudes together with all additions, substitutions, replacements, accessions and attachments to any and all of the foregoing properties;



(e) All inventory and all materials used or consumed in the processing of inventory, and all products thereof, now or hereafter located in or on, or stored in or on, transported through or otherwise related to the lands covered by the Leases (herein collectively, the "*Premises*"), including all inventory (as such term is used in the Uniform Commercial Code adopted by the State of Texas or any other State governing the creation, perfection, and priority or a security interest in any Mortgaged Properties or remedies related thereto (the "*Uniform Commercial Code*") and such other property held by Borrower for sale or lease (or in the possession of other persons while on lease or consignment) or furnished or to be furnished under any service contract and all raw materials, work in process and materials and supplies used or consumed in Borrower's business relating to the Premises, and returned or repossessed goods, together with any bill of lading, dock warrant; dock receipt, warehouse receipt or order for the delivery of such goods of Borrower related to the Leases, and any other document which in the regular course of business or financing is treated as adequately evidencing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods that it covers (the Mortgaged Properties described in this Paragraph (h) are hereinafter collectively referred to as the "*Inventory*"), and all proceeds thereof and all accounts, contract rights and general intangibles under which such proceeds may arise, and together with all liens and security interests securing payment of the proceeds of the Inventory, including, but not limited to, those liens and security interests provided for under statutes enacted in the jurisdictions in which the Mortgaged Properties are located;

(f) All presently existing and hereafter created Hydrocarbon purchase agreements, Hydrocarbon sales agreements, supply agreements, raw material purchase agreements, product purchase agreements, product sales agreements, processing agreements, exchange agreements, gathering agreements, transportation agreements and other contracts and agreements which cover, affect, or otherwise relate to the transportation and/or processing of Hydrocarbons through or in the Premises or any other part of the Mortgaged Properties, and all other contracts and agreements (including, without limitation, equipment leases, maintenance agreements, electrical supply contracts, hedge or swap agreements, cap, floor, collar, exchange, forward or other hedge or protection agreements or transactions relating to crude oil, natural gas or other hydrocarbons, or any option with respect to any such agreement or transaction, and other contracts and agreements) which cover, affect or otherwise relate to the Premises, or any part thereof, together with any and all amendments, modifications, renewals or extensions (now or hereafter existing) to any of the foregoing (the Mortgaged Properties described in this Paragraph (i) are herein collectively called the "*Contracts*");

(g) All accounts, including but not limited to, (a) all of Borrower's rights to receive payment, whether or not earned by Borrower's performance and however acquired or evidenced, which arise out of or in connection with (1) Borrower's sale of Hydrocarbons, (2) Borrower's sale, assignment, lease, hiring out or allowance of use of, consignment, licensing or other voluntary disposition, whether permanent or temporary, of Inventory or other goods or property related to the Premises and/or the conduct of Borrower's business



thereon (including, without limitation, all payments received in lieu of payment for Inventory regardless of whether such payments accrued, and/or the events which gave rise to such payments occurred, on or before or after the date hereof, including, without limitation, "take or pay" or "minimum bill" payments and similar payments, payments received in settlement of or pursuant to a judgment rendered with respect to take or pay or minimum bill or similar obligations or other obligations under a sales contract, and payments received in buyout or other settlement of a contract covered by the Mortgage); (b) any and all rights and interests Borrower may have in connection with any of the transactions described in the preceding clause (a) and (c) all contracts and other agreements and writings, all accounts, chattel paper, documents, general intangibles and instruments, and all other items of property now or hereafter owned by Borrower or in which Borrower now has or hereafter acquires any rights or interests, whether tangible or intangible and related to the Premises that in any way constitute, embody or evidence any payment rights described in clause (a) of this paragraph or any of Borrower's other rights and interests described in clause (b) of this paragraph (the Mortgaged Properties described in this Paragraph (j) is hereinafter collectively referred to as the "*Accounts Receivable*");

(h) All contracts, agreements, leases, permits, orders, franchises, servitudes, certificates, privileges, rights, technology, licenses and general intangibles (including, without limitation, all trademarks, trade names, and symbols) which are now or hereafter used, or held for use, in connection with or otherwise related to the Premises, the Inventory, the Contracts, and/or the Accounts Receivable (the Premises, the Inventory, the Contracts, and the Accounts Receivable are hereinafter collectively referred to as the "*Property*") or the conduct of Borrower's business on the Leases whether now or hereafter created, acquired, or entered into and all right, title and interest of Borrower thereunder, including, without limitation, rights, incomes, profits, revenues, royalties, accounts, contract rights and general intangibles under any and all of the foregoing;

(i) Any and all data, books and records related to the Premises and Borrower's operations thereon, including, but not limited to, accounting records, files, computer software, employee records, engineering drawings or plans, surveys, site assessments, environmental reports, customer lists, production records, laboratory and testing records, sales and administrative records, and any other material or information relating to the ownership, maintenance, or operation of the Property (the "*Books and Records*");

(j) All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Borrower for the Property or the conduct of Borrower's business on the Premises and all judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Premises or any part thereof or any interest therein under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Leases or any part thereof or interest therein, including any award for change of grade of streets;

(k) All proceeds of the conversion, voluntary or involuntary, of the Property or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance, subject to the terms and conditions of the Mortgage;

(l) All options, extensions, improvements, betterments, renewals, substitutions and replacements of, and all additions and appurtenances to, the Property or any part thereof, hereafter acquired by, or released to, Borrower, or constructed, assembled or placed by Borrower on the Premises, and all conversions of the security constituted thereby (Borrower hereby acknowledging and agreeing that immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further mortgage, conveyance, assignment or other act by Borrower, the same shall become subject to the lien of the Mortgage as fully and completely, and with the same effect, as though now owned by Borrower and specifically described herein);

(m) Any property that may from time to time hereafter by delivery or by writing of any kind be subjected to the lien or security interests hereof by Borrower or by anyone on Borrower's behalf;

(n) All of the rights, titles and interests of every nature whatsoever owned as of the Deed of Trust and thereafter acquired by Borrower in and to the Leases, Easements, properties, rights, titles, interests and estates and every part and parcel thereof, including, without limitation, said Leases, properties, rights, titles, interests and estates as the same may be enlarged by the discharge of any payments out of production or by the removal of any charges or Permitted Encumbrances (as that term is defined in the Deed of Trust) to which any of said Leases, Easements, properties, rights, titles, interests or estates are subject, or otherwise; together with any and all renewals and extensions of any of said Leases, Easements, properties, rights, titles, interests or estates; and all contracts and agreements supplemental to or amendatory of or in substitution for the Leases, Easements, the contracts and agreements described or mentioned above and any and all additional interests of any kind hereafter acquired by Borrower in and to said Leases, Easements, properties, rights, titles, interests or estates; and

(o) All accounts, as-extracted collateral, contract rights, equipment, fixtures, inventory, general intangibles and any and all other personal/movable property of any kind or character constituting a part of, relating to or arising out of those portions of the Mortgaged Properties that are described in paragraphs (a) through (l) above and all proceeds and products of all such portions of the Mortgaged Properties.

Any fractions or percentages specified on attached *Exhibit A* in referring to Borrower's interests are solely for purposes of the warranties made herein and shall in no manner limit the quantum of interest affected by the Mortgage with respect to any Leases or with respect to any unit or well identified on said *Exhibit A*.



The Morgaged Properties will be sold subject to any prior liens, outstanding ad valorem taxes, other matters of record in **Karnes** County, Texas, and by instruments filed with the Texas Secretary of State's office, to the extent such matters are still effective and are superior to the liens and security interests on the Property granted in the Deed of Trust, and other exceptions to conveyance and warranty in the Deed of Trust.


Any real or personal property described in the Deed of Trust not to be sold as part of the Morgaged Properties in the sale may be noticed, at Mortgagee's election, for sale at a subsequent date and time noticed in accordance with Mortgagee's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

All capitalized terms not otherwise defined in this instrument are defined in the Deed of Trust.

The following disclosure is provided in order to comply with Section 51.002(i) of the Texas Property Code:

**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 duty military service to the sender of this notice immediately.**

Executed effective as of **April 11, 2025**.



Reynaldo Elizondo, Substitute Trustee  
P.O. Box 3725 / 818 Pecan  
McAllen, Texas 78502-3725

Sender's Mailing Address:

Joshua A. Cummings  
P.O. Box 3725 / 818 Pecan  
McAllen, Texas 78502-3725

**EXHIBIT "A"**  
**Karnes County**

**WILLBERN #1:**

Attached to and made a part of that Assignment of Undivided Interest in Oil and Gas Leases  
dated February 15, 2013, from One Apex Energy, Inc.  
to Double Play Oil & Gas, Inc.

**LEASES**

1. Oil, Gas and Mineral Lease dated August 4, 2011 by and between A. D. Willbern, III, Trustee of the Irmie Willbern Trust, as Lessor and One Apex Energy, Inc., as Lessee covering 163.0 acres of land out of the Victor Blanco Grant, A-3 and the R. Musquiz Grant, A-8, Karnes County, Texas recorded by Memorandum filed in Volume 1011, Page 74 of the Official Public Records of Karnes County, Texas,
2. Oil, Gas and Mineral Lease dated February 2, 2012 by and between David Barrett Peabody, as Lessor and One Apex Energy, Inc., as Lessee covering 163.0 acres of land out of the Victor Blanco Grant, A-3 and the R. Musquiz Grant, A-8, Karnes County, Texas recorded by Memorandum filed in Volume 1037, Page 349 of the Official Public Records of Karnes County, Texas,
3. Oil, Gas and Mineral Lease dated February 2, 2012 by and between Elizabeth Peabody Wortley, as Lessor and One Apex Energy, Inc., as Lessee covering 163.0 acres of land out of the Victor Blanco Grant, A-3 and the R. Musquiz Grant, A-8, Karnes County, Texas recorded by Memorandum filed in Volume 1037, Page 351 of the Official Public Records of Karnes County, Texas.
4. Oil, Gas and Mineral Lease dated February 2, 2012 by and between Erin Elizabeth Oxford, as Lessor and One Apex Energy, Inc., as Lessee covering 163.0 acres of land out of the Victor Blanco Grant, A-3 and the Ramon Musquiz Grant, A-8, Karnes County, Texas recorded by Memorandum filed in Volume 1037, Page 353 of the Official Public Records of Karnes County, Texas.
5. Oil, Gas and Mineral Lease dated February 2, 2012 by and between Kevin Matthew Wortley, as Lessor and One Apex Energy, Inc., as Lessee covering 163.0 acres of land out of the Victor Blanco Grant, A-3 and the Ramon Musquiz Grant, A-8, Karnes County, Texas recorded by Memorandum filed in Volume 1037, Page 355 of the Official Public Records of Karnes County, Texas,
6. Oil, Gas and Mineral Lease dated February 2, 2012 by and between Nicole Peabody Dybel, as Lessor and One Apex Energy, Inc., as lessee covering 163.0 acres of land out of the Victor Blanco Grant, A-3 and the Ramon Musquiz Grant, A-8, Karnes County, Texas recorded by Memorandum tiled in Volume 1037, Page 357 of the Official Public Records of Karnes County, Texas.

INSOFAR AND ONLY INSOFAR AS LEASES COVER THOSE DEPTHS FROM THE  
SURFACE DOWN TO AND INCLUDING 100 feet below the stratigraphic equivalent of the  
Barvo Yegua Sand as identified in the Double Play, Willbern #1 Well  
located in the V. Blanco Survey, A-3, Karnes County, Texas.



### DAVENPORT NO. 1

Double Play Oil & Gas, Inc., Davenport No. 1 Well, located in the Ramon Musquiz Survey, A-8, Karnes County, Texas located at XY coordinates of X: 2,438,741.00, Y: 345,076.00, State Plane Coordinate System, NAD 27, Texas South Central Zone.

### DAVENPORT NO. 2

Double Play Oil & Gas, Inc., Davenport No. 2 Well, located in the Ramon Musquiz Survey, A-8, Karnes County, Texas located at XY coordinates of X: 2,437,762.25, Y: 345,060.04, State Plane Coordinate System, NAD 27, Texas South Central Zone.

### DAVENPORT #1

#### Legal Description:

Being situated in a called 100 acre lease, being out of a called 155.50 acre tract, described as first tract in Volume 782, page 943 in the official Public Records of Karnes County, Texas, being situated in the Victor Blanco Survey, A

### DAVENPORT #2

#### Legal Description:

Being situated in a called 100 acre lease, being out of a called 155.50 acre tract, described as first tract in Volume 782, page 943 in the official Public Records of Karnes County, Texas, being situated in the Victor Blanco Survey, A

### WILLBERN A-1:

Attached to the Assignment of Undivided Interest in Oil and Gas Leases  
dated February 27, 2014, from ONE APEX ENGERY, INC.  
to DOUBLE PLAY OIL & GAS, INC.

### LEASES

1. Oil, Gas and Mineral Lease dated November 1, 2013 by and between A. D. Willbern, III, Trustee of the Irnie Willbern Trust, as Lessor and One Apex Energy, Inc., as Lessee covering 120.0 acres of land out of the Victor Blanco Grant, A-3, Karnes County, Texas recorded by Memorandum filed in Volume 1147, Page 312 of the Official Public Records of Karnes County, Texas.
2. Oil, Gas and Mineral Lease dated October 25, 2013 by and between David Barrett Peabody, as Lessor and One Apex Energy, Inc., as Lessee covering 120.0 acres of land out of the Victor Blanco Grant, A-3, Karnes County, Texas recorded by Memorandum filed in Volume 1145, Page 699 of the Official Public Records of Karnes County, Texas,
3. Oil, Gas and Mineral Lease dated October 25, 2013 by and between Elizabeth Peabody Wortley, as Lessor and One Apex Energy, Inc., as Lessee covering 120.0 acres of land out of the Victor Blanco Grant, A-3, Karnes County, Texas recorded by Memorandum filed in Volume 1145, Page 701 of the Official Public Records of Karnes County, Texas.



4. Oil, Gas and Mineral Lease dated October 25, 2013 by and between Erin Elizabeth Oxford, as Lessor and One Apex Energy, Inc., as Lessee covering 120.0 acres of land out of the Victor Blanco Grant, A-3, Karnes County, Texas recorded by Memorandum filed in Volume 1145, Page 703 of the Official Public Records of Karnes County, Texas.
5. Oil, Gas and Mineral Lease dated October 25, 2013 by and between Kevin Matthew Wortley, as Lessor and One Apex Energy, Inc., as Lessee covering 120.0 acres of land out of the Victor Blanco Grant, A-3, Karnes County, Texas recorded by Memorandum filed in Volume 1145, Page 705 of the Official Public Records of Karnes County, Texas,
6. Oil, Gas and Mineral Lease dated November 1, 2013 by and between Nicole Peabody Dybel, as Lessor and One Apex Energy, Inc., as lessee covering 120.0 acres of land out of the Victor Blanco Grant, A-3, A-8, Karnes County, Texas recorded by Memorandum tiled in Volume 1145, Page 707 of the Official Public Records of Karnes County, Texas.

**INSOFAR AND ONLY INSOFAR AS LEASES COVERS  
THE FOLLOWING LANDS AND DEPTHS:**

40.0 acres of land, more or less, being a part of the Victor Blanco Survey, A-3, Karnes County, Texas, being out of the North 150.0 acres of that 313.0 acre tract described in a Deed dated October 3, 1947 from Burnell C. Butler, Sr., et al to A.D. Willbern, recorded in Volume 171, Page 95 of the Deed Records of Karnes County, Texas being more fully described by metes and bounds as follows:

BEGINNING at a point on the south boundary line of the said North 150.0 acre tract approximately 874.78 feet southwest of the southeast corner of the North 150.0 acre tract and the Southeast corner of the 120.00 acres described in that Lease from A.D. Willbern to One Apex Energy, Inc. for the Southeast corner of this 40.0 tract;

THENCE containing in a southwesterly direction along the south along the south boundary line of the North 150.0 acre tract and the Willbern 120.0 acre lease tract a distance of approximately 2,000.22 feet to a point for the southernmost corner of this 40.0 acre tract;

THENCE in a northeasterly direction a distance of approximately 2,201.0 feet to a point being the northwest corner of this 40.0 acre tract;

THENCE East a distance of approximately 667.0 feet to a point for the northeast corner of this 40.0 acre tract;

THENCE South approximately 1,194.22 feet to the PLACE OF BEGINNING containing within these metes and bounds 40.0 acres of land, more or less.

INSOFAR AND ONLY INSOFAR said lands cover those depths from the surface down to and including 100 feet below the stratigraphic equivalent of the Barvo Yegua Sand as identified in the Double Play, Willbern #1A Well located in the V. Blanco Survey, A-3, Live Oak County, Texas.