

NOTICE OF SUBSTITUTE TRUSTEE'S SALE  
(AMEGY LOAN)

STATE OF TEXAS           §  
                                  §                   KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF HARRIS     §

WHEREAS, ALABAMA & DUNLAVY, LTD., a Texas limited partnership (herein "Grantor"), executed a Deed of Trust, Assignment of Leases, Security Agreement, and Financing Statement (as same may have been heretofore amended, the "Deed of Trust") dated January 31, 2006, conveying to GEORGE M. MARSHALL, as trustee ("Trustee"), that certain land located in Harris County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes together with all improvements thereon and appurtenances thereto (such land, improvements and appurtenances being hereinafter referred to as the "Real Property") and that certain personal property ("Personal Property") situated on or related to the Real Property, being more particularly described in the Deed of Trust, subject, however, to any and all exceptions, encumbrances or other matters affecting title to which the lien of the Deed of Trust is subordinate, whether by operation of law or otherwise (the Real Property, the Personal Property and any and all of Grantor's rights, titles and interests in any other property, whether real or personal, as described or otherwise included as collateral under the Deed of Trust are hereinafter, collectively, referred to as the "Mortgaged Property"), to secure that certain Promissory Note (as same may have been heretofore amended, the "Note") dated January 31, 2006, in the original principal amount of \$10,742,000.00, executed by Grantor, and payable to AMEGY BANK NATIONAL ASSOCIATION, a national banking association ("Prior Beneficiary"), which Deed of Trust is filed for record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. Z067314, and is incorporated herein by reference for all purposes; and

WHEREAS, pursuant to the Assignment of Note and Liens dated as of April 30, 2009 ("Assignment"), which is filed of record in the Official Public Records of Real Property of Harris County, Texas under County Clerk's File No. 20090193860, the Prior Beneficiary transferred, assigned, sold, granted and conveyed unto WEDGE REAL ESTATE FINANCE, L.L.C., a Delaware limited liability company ("Beneficiary") the Note and the Deed of Trust, together with all attendant liens, rights, titles, assignments and interests (including security interests) pertaining to or arising from the Note and the Deed of Trust, including, but not limited to, the lien and security interest created in and evidenced by the Deed of Trust; and

WHEREAS, the undersigned ("Substitute Trustee") has been duly appointed as the substitute trustee in the place and stead of the said Trustee under the Deed of Trust, said appointment having been in the manner authorized by the Deed of Trust; and

WHEREAS, the indebtedness evidenced by the Note and Deed of Trust has matured by its terms and is now wholly due and payable, and Beneficiary, the current owner and holder of the Note and the beneficiary under the Deed of Trust, has authorized and directed the Substitute

Trustee to post, file and mail appropriate notice and to sell the Mortgaged Property for application against said indebtedness.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **Tuesday, November 3, 2009**, the Substitute Trustee will begin to sell the Mortgaged Property at the earliest at **10:00 a.m.** or not later than three hours after that time, at public auction to the highest bidder for cash; such sale will be held in that area designated for such sales by Resolutions of the Commissioners' Court of Harris County, Texas, such designated area being as follows: "1,925 square feet out of the First Floor Lobby and 8,530 square feet of the contiguous covered area outside the First Floor Lobby, Harris County Family Law Center Building, 1115 Congress Street, City of Houston, Harris County, Texas," SUBJECT, HOWEVER, to all liens, exceptions to title, easements, restrictions, and encumbrances affecting any of the Mortgaged Property or title thereto which are equal or prior to the liens and security interests created by the Deed of Trust.

WITNESS MY HAND this 9th day of October, 2009.

SUBSTITUTE TRUSTEE:



MARK GLANOWSKI

EXHIBIT "A"

Real Property

**METES AND BOUNDS DESCRIPTION  
OF  
7.6868 ACRES  
OBEDIENCE SMITH SURVEY  
ABSTRACT NO. 696  
HOUSTON, HARRIS COUNTY, TEXAS**

A PARCEL OF LAND CONTAINING 7.6868 ACRES (334,836 SQUARE FEET) MORE OR LESS, BEING THAT SAME CERTAIN 7.6877 ACRE TRACT, CONVEYED FROM JAY H. COHEN TO FLAT STONE II, LTD., AS RECORDED IN COUNTY CLERK'S FILE NO. W235894, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, HARRIS COUNTY, TEXAS SAID 7.6868 ACRE TRACT BEING SITUATED IN THE OBEDIANCE SMITH SURVEY, ABSTRACT NO. 696, IN HOUSTON, HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A FOUND 1/2 INCH IRON ROD IN THE SOUTH LINE OF WEST ALABAMA AVENUE, 60 FOOT RIGHT-OF-WAY, SAME BEING IN THE WEST LINE OF DUNLAVY STREET, 60 FOOT RIGHT-OF-WAY, FOR THE NORTHEAST CORNER OF THE SAID 7.6877 ACRE TRACT AND THE POINT OF BEGINNING;

**THENCE**, S 00° 10' 05" E, WITH THE SAID WEST LINE OF DUNLAVY STREET, SAME BEING THE EAST LINE OF THE SAID 7.6877 ACRE TRACT, A DISTANCE OF 751.15 FEET TO A FOUND 1/2 INCH IRON ROD, FOR THE NORTHEAST CORNER OF LOT 1, BLOCK 8, LANCASTER PLACE EXTENSION NO. 2, AS RECORDED IN VOLUME 535, PAGE 262, DEED RECORDS, HARRIS COUNTY, TEXAS, SAME BEING THE SOUTHEAST CORNER OF THE SAID 7.6877 ACRE TRACT;

**THENCE**, N 89° 55' 40" W, WITH THE NORTH LINE OF SAID BLOCK 8, SAME BEING THE SOUTH LINE OF THE SAID 7.6877 ACRE TRACT, A DISTANCE OF 447.25 FEET TO A SET 5/8 INCH IRON ROD FOR THE NORTHEAST CORNER OF LOT 7, BLOCK 8, LANCASTER PLACE EXTENSION, SECTION 3, AS RECORDED IN VOLUME 534, PAGE 326, DEED RECORDS HARRIS COUNTY, TEXAS, SAME BEING THE SOUTHEAST CORNER OF LOT 6, OF SAID BLOCK 8, LANCASTER PLACE EXTENSION, SECTION 3, ALSO BEING THE NORTHWEST CORNER OF LOT 9, OF SAID BLOCK 8, LANCASTER PLACE EXTENSION, SECTION 2, AND ALSO BEING THE SOUTHWEST CORNER OF THE SAID 7.6877 ACRE TRACT;

**THENCE**, N 00° 01' 14" E, WITH THE EAST LINE OF SAID LANCASTER PLACE EXTENSION SECTION 3, SAME BEING THE WEST LINE OF THE SAID 7.6877 ACRE TRACT, A DISTANCE OF 750.31 FEET TO A FOUND 5/8 INCH IRON ROD IN THE SAID SOUTH LINE OF WEST ALABAMA AVENUE, FOR THE NORTHEAST CORNER OF LOT 6, BLOCK 10, OF SAID LANCASTER PLACE EXTENSION SECTION 3, SAME BEING THE NORTHWEST CORNER OF THE SAID 7.6877 ACRE TRACT;

**THENCE, N 89° 57' 55" E, WITH THE SAID SOUTH LINE WEST ALABAMA AVENUE, SAME BEING THE NORTH LINE OF THE SAID 7.6877 ACRE TRACT, A DISTANCE OF 444.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.6868 ACRES (334,836 SQUARE FEET) OF LAND MORE OR LESS.**

1. All rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of Grantor in anyway appertaining thereto (including, without limitation, rights of ingress and egress) and all right, title and interest of Grantor in and to any streets, roads, public places, access driveways, alleys, or strips or gores of land, whether existing or prorated, proposed or private, or adjoining to or used in connection with the Land or any part thereof;

2. All additions, betterments, appurtenances, substitutions, replacements, reversions and proceeds thereof and thereto and all reversions and remainders therein;

3. Any awards, proceeds, remuneration, settlements, or other compensation made or to be made by any Governmental Authority to the present or any subsequent owner of the Land, Improvements, Contracts, Fixtures, or Personal Property as the result of any taking of any of the Land, Improvements, Fixtures, or Personal Property, or any rights appurtenant thereto by eminent domain or by private or other purchase in lieu thereof, including those for any vacation of, or change of grade in, any streets affecting the Land;

4. All security deposits or other deposits pursuant to the Leases, tax and insurance contributions, and escrows and common area or similar contributions or otherwise pursuant to the Leases;

5. All proceeds of insurance monies, including, without limitation, refunds and amounts paid by reason of loss or damage by lightning, fire, explosion, tornado, windstorm or other hazard to the whole or any part of the Mortgaged Property;

6. All of Grantor's right, title and interest (but none of Grantor's obligations) in and to all utility rights, now or hereafter acquired, in connection with (a) all sanitary sewer discharge capacity related to the Land; (b) all water capacity available to the Land and other water rights pertaining to the Land; and (c) all storm sewer capacity of the facilities located or to be located thereon;

7. All right, title, and interest of Grantor in and to the Environmental Assessment Report (as such term is defined in the Loan Agreement), and any and all supplements thereto and amendments thereof;

8. All books, records, and documents relating to the Mortgaged Property;

9. All permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land, the Improvements, the Fixtures, and the Personal Property;

Terms used herein and not otherwise defined shall have the meanings assigned to them in the Deed of Trust.