

NOTICE OF SUBSTITUTE TRUSTEE'S SALE
(MEZZANINE 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 Subordinate Deed of Trust, Security Agreement and Fixture Filing (as same may have been heretofore amended, the "Deed of Trust") dated May 30, 2008, conveying to J. ROBERT FISHER, 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 on Exhibit "B" attached hereto and incorporated herein by reference for all purposes, 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 May 30, 2008, in the original principal amount of \$3,000,000.00, executed by Grantor, and payable to WEDGE REAL ESTATE FINANCE, L.L.C., a Delaware limited liability company ("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. 20080283090, and is incorporated herein by reference for all purposes; 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. The foregoing real property, together with all easements, rights-of-way, gaps, strips and gores of land benefitting or forming a part of said real property; streets and alleys abutting said real property; sewers and water rights benefitting said real property; privileges, licenses, tenements, and appurtenances appertaining to the real property, and the reversion(s), remainder(s), and claims of Grantor with respect to these items, and the benefits of any existing or future conditions, covenants and restrictions affecting the real property (collectively, the "Land");

2. All things now or hereafter owned by Grantor and affixed to or placed on the Land, including all buildings, structures and improvements, all fixtures and all machinery, elevators, boilers, building service equipment (including, without limitation, all equipment for the generation or distribution of air, water, heat, electricity, light, fuel or for ventilating or air conditioning purposes or for sanitary or drainage purposes or for the removal of dust, refuse or garbage), partitions, and other property now or in the future owned by Grantor and attached, or installed in and forming a part of the improvements and all replacements, repairs, additions, or substitutions to these items (collectively, the "Improvements");

3. All present and future income, rents, revenue, profits, proceeds, accounts receivables, security deposits and other benefits from the Land and/or Improvements which Grantor may be entitled to receive and all deposits made by Grantor with respect to the Land and/or Improvements, including, but not limited to, any security given to utility companies by Grantor, any advance payment of real estate taxes or assessments, or insurance premiums made by Grantor and all claims or demands relating to such deposits and other security, including claims for refunds of tax payments or assessments, and all insurance proceeds payable to Grantor in connection with the Land and/or Improvements whether or not such insurance coverage is specifically required under the terms of the Deed of Trust ("Insurance Proceeds") (all of the items set forth in this paragraph are referred to collectively as "Rents and Profits");

4. All damages, payments and revenue of every kind that Grantor may be entitled to receive, from any person owning or acquiring a right to the oil, gas or mineral rights and reservations of the Land;

5. All proceeds and claims arising on account of any damage to, or Condemnation (as defined in the Deed of Trust) of any part of the Land and/or Improvements, and all causes of action and recoveries for any diminution in the value of the Land and/or Improvements; and

6. All licenses, contracts, management agreements (including the Interim Management Agreement and the Management Agreement, as defined in Deed of Trust), guaranties, warranties, franchise agreements, permits, or certificates relating to the ownership, use, operation or maintenance of the Land and/or Improvements.