

Notice of Acceleration

January 7, 2020

Michael T. Brewster
P.O. Box 1485
Van Horn, Texas 79855

Re: Notice of acceleration regarding the following instruments, among others (collectively, the "Loan Documents"):

Deed of Trust

Dated: April 3, 2018

Grantor: Michael T. Brewster

Trustee: Stephanie Lee Milliron

Lender: Steve Dunn

Recorded in: Public Records of the real property records of Culberson County, Texas, being in renewal and extension of Deed of Trust recorded in Public Records of the real property records of Culberson County, Texas.

Secures: Promissory Note in the original principal amount of \$2,000,000 executed by Borrower, Michael T. Brewster, and payable to the order of Lender, Steve Dunn, and all other indebtedness of Borrower to Lender.

Guaranty: The Note and all other indebtedness of Borrower to Lender is guaranteed by a Deed of Trust dated April 3, 2018 and executed by Michael T. Brewster in favor of Lender.

Substitute Trustee: Paul F. Chambers, PLLC and Iris Chirinos

This letter is written at the request and on behalf of our client, Lender, Steve Dunn. Written notice dated December 11, 2019, was attempted to be served on Borrower, Michael T. Brewster, on December 13, 2019 and December 19, 2019 by Paul F. Chambers, PLLC on behalf of Lender, Steve Dunn, by certified mail, return receipt requested, informing Borrower of the existence of one or more defaults under the Note and the Deed of Trust ("Defaults"). The Note, among other things, constitutes part of the indebtedness secured by the Deed of Trust ("Indebtedness"). In that notice, demand was made on Borrower, Michael T. Brewster, to pay the unpaid past-due amounts then owing under the Note and Borrower, Michael T. Brewster, was advised of Lender's, Steve Dunn's, intention to accelerate the maturity of the Note if the Defaults were not cured.

According to the records of Lender, Steve Dunn, Borrower, Michael T. Brewster, this not

filed this not 7th day of
January A.D. 2020
at 10:45 o'clock A.M.
Linda McDonald
County Clerk
By [Signature] Deputy

cured the Defaults. Therefore, Lender, Steve Dunn, by this letter, accelerates the maturity of the Indebtedness (including all unpaid principal of, and all lawful accrued and unpaid interest and other lawful amounts due under, the Note) and declares the entire Indebtedness immediately due and payable. Lender, Steve Dunn, makes demand (1) on Borrower, Michael T. Brewster, and on all persons and entities obligated on the Note (except to the extent that obligation is expressly limited by written contract or applicable law) for payment in full of the entire Indebtedness and (2) on Grantor for payment of rents and proceeds of any rents to which Lender, Steve Dunn, is entitled under the Loan Documents and Texas Property Code chapter 64, Assignment of Rents to Lienholder.

If any party who receives this letter is a debtor in a bankruptcy proceeding subject to the provisions of the United States Bankruptcy Code (title 11 of the United States Code), this letter is merely intended to be written notice of the defaults under the Note in compliance with the Loan Documents and applicable law. This letter is not an act to collect, assess, or recover a claim against that party, nor is this letter intended to violate any provisions of the Code. All claims that Lender, Steve Dunn, asserts against that party will be properly asserted in compliance with the Code in the bankruptcy proceeding. In addition, all of Lender's, Steve Dunn's, claims, demands, and accruals regarding the Loan Documents, whenever made, and whether for principal, interest, or otherwise, are intended to comply in all respects, both independently and collectively, with all applicable usury laws, and are accordingly limited so that all applicable usury laws are not violated.

Nothing contained in this letter is intended to waive any default or event of default; waive any rights, remedies, or recourses available to Lender, Steve Dunn; or be an election of remedies resulting from any default that may exist with respect to the Loan Documents.

You may contact Paul F. Chambers at 213 E Holland Avenue, Suite B, Alpine, Texas 79830, regarding any questions that you may have, including the outstanding balance of the past-due amounts on the Note as of any particular date. If you have any questions that you believe I can answer, you or your attorney may contact me at the telephone number or address listed below.

Assert and protect your rights as a member of the armed forces of the United States. If you are 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.

Sincerely yours,



Paul F. Chambers
Attorney for Steve Dunn
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Alpine, Texas 79830
432-837-4848