TRADEMARK REEL: 003039 FRAME: 0017

1999-1

### SUBSTITUTE TRUSTEE'S DEED

Date: June 3, 2003

Deed Of Trust

Date: May 13, 1999

Grantor: OSFII Limited Partnership, LLP

Beneficiary: Wachovia Trust Company, N.A. as Owner Trustee and Wells Fargo Bank Minnesota, N.A., as Indenture Trustee of the ACLC Business Loan Receivables Trust 1999-1, acting through its servicing agent, AMRESCO Commercial Finance, Inc.

Substitute Trustee: John F. K. McGill, Don Hancock, Patrick C. Hargadon, S. Renee Scott or Teresa Person

County Where Property Is Located: Bexar County, Texas

Recording Information: Recording Information: Volume 7975, Page 211 and rerecorded in Volume 8503, Page 811 of the Official Real Property Records of Bexar County, Texas

### Property:

Lot 26, Block 1, New City Block 13884, OLD SAN FRANCISCO STEAKHOUSE SUBDIVISION, City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 9528, Page 104, Deed and Plat Records, Bexar County, Texas and property described in Exhibit "A" attached hereto and incorporated herein for all purposes, secured by Financing Statement No. 99-0096953, recorded in Volume 7975, Page 234, Official Real Property Records of Bexar County, Texas.

Note Secured by Deed of Trust

Date: May 13, 1999

Original Principal Amount: \$9,999,999.99

Holder: Wachovia Trust Company, N.A. as Owner Trustee and Wells Fargo Bank Minnesota, N.A., as Indenture Trustee of the ACLC Business Loan Receivables Trust 1999-1, acting through its servicing agent, AMRESCO Commercial Finance, Inc

Time Sale of Property Began: 12 mam. 12000

Place of Sale of Property: Bexar County Courthouse in San Antonio, Texas, at the location within such Courthouse designated by the Bexar County Commissioners Court for the conducting of foreclosure sales.

Buyer: ACFI OST, LLC

Buyer's Mailing Address: c/o AMRESCO Commercial Finance, Inc., 412 E. ParkCenter Blvd., Suite 300, Boise, Idaho 83706

Amount of Sale: \$ 1. pop per.

Affiant on oath swears that the following statements are true:

Affiant is the attorney and agent of the holder of the note secured by the deed of trust.

Default has occurred in the performance of the obligations in the Deed Of Trust.

After such default, Affiant gave to every debtor required by statute proper notice of the default and of the time within which it was required to be cured. The default continued beyond the time within which it was required to be cured.

After such default and at least twenty-one days before the resulting Substitute Trustee's sale, Affiant either personally or by agent gave proper notice of the sale to every debtor required by statute, in strict compliance with the provisions of the Deed Of Trust and the requirements of Section 51.002 of the Texas Property Code.

No party with an interest in the property prior to the foreclosure remains in possession of the property, or, if such party is in possession, the party is a tenant at sufferance and will be evicted if possession is not surrendered voluntarily.

Because of a federal tax lien on the property, notice of the sale has also been sent to the Internal Revenue Service.

Affiant has no knowledge that any party with an interest in the property immediately prior to foreclosure was serving in the armed services of the United States and was entitled to any benefits granted by the Soldier's and Sailor's Relief Act.

part thereof, except as to the prior liens and other exceptions to conveyance and warranty in the deed of trust.

Don Hancock

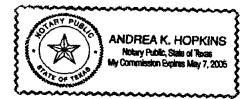
State of Texas

County of Travis

This instrument was acknowledged before me on June 3, 2003 by Don Hancock as Substitute Trustee in the capacity stated.

Notary Public, State of Texas

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### AFTER RECORDING RETURN TO:

Hancock & McGill, L.L.P. 6010 Balcones Drive, Suite 100 Austin, Texas 78731

Attn: Andrea

Book 10056 Page 173

# 300K 10056 Page 1734

## **COLLATERAL DESCRIPTION**

All of Debtor's Goods, Accounts, Deposit Accounts, Documents, Chattel Paper, Instruments, Inventory, Equipment, Intangibles (including trademarks and tradenames), Contracts (including Franchise Agreements and Licenses), certificates of title, fixtures, credits, claims, demands, assets, furniture and other personal property, now owned, existing, or hereafter acquired, held, used, sold or consumed in connection with the Debtor's business; and any other property, rights and interests of the Debtor which at any time relate to, arise out of or in connection with the foregoing, or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, in connection with the foregoing; any and all and accessions, replacements, substitutions, additions improvements, of or to all the foregoing; and all products, rents, profits, offspring and Proceeds thereof, shall be covered. This description applies exclusively to the Store Locations attached hereto.

### AFFIDAVIT OF NOTICE TO DEBTOR AND RELATED MATTERS

Date: June 3, 2003

Deed Of Trust

**Date:** May 13, 1999

Grantor: OSFII Limited Partnership, LLP

Beneficiary: Wachovia Trust Company, N.A. as Owner Trustee and Wells Fargo Bank Minnesota, N.A., as Indenture Trustee of the ACLC Business Loan Receivables Trust 1999-1, acting through its servicing agent, AMRESCO Commercial Finance, Inc

Substitute Trustee: John F. K. McGill, Don Hancock, Patrick C. Hargadon, S. Renee Scott or Teresa Person

County Where Property Is Located: Bexar County, Texas

Recording Information: Recording Information: Volume 7975, Page 211 and rerecorded in, Page Volume 8503, Page 811 of the Official Real Property Records of Bexar County, Texas

### Property:

Lot 26, Block 1, New City Block 13884, OLD SAN FRANCISCO STEAKHOUSE SUBDIVISION, City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 9528, Page 104, Deed and Plat Records, Bexar County, Texas and property described in Exhibit "A" attached hereto and incorporated herein for all purposes, secured by Financing Statement No. 99-0096953, recorded in Volume 7975, Page 234, Official Real Property Records of Bexar County, Texas.

Note Secured by Deed of Trust

**Date:** May 13, 1999

Original Principal Amount: \$9,999,999.99

Holder: Wachovia Trust Company, N.A. as Owner Trustee and Wells Fargo Bank Minnesota, N.A., as Indenture Trustee of the ACLC Business Loan Receivables Trust 1999-1, acting through its servicing agent, AMRESCO Commercial Finance, Inc

Date of Sale of Property (first Tuesday of month): June 3, 2003

Book 10056 |

6 Page 1735

Date of Sale of Property (first Tuesday of month): June 3, 2003

Time Sale of Property Began: 12. 10 a.m. 1600 N

Place of Sale of Property: Bexar County Courthouse in San Antonio, Texas, at the location within such Courthouse designated by the Bexar County Commissioners Court for the conducting of foreclosure sales.

Buyer: ACFI OST, LLC

Buyer's Mailing Address: c/o AMRESCO Commercial Finance, Inc., 412 E. ParkCenter Blvd., Suite 300, Boise, Idaho 83706

Amount of Sale: \$ 1,000,000 ve

Grantor conveyed the property to Substitute Trustee in trust to secure payment of the note, but Grantor has defaulted in performing the obligations of the deed of trust. Holder of the note, who is also Beneficiary of the deed of trust, accordingly has appointed Substitute Trustee and requested Substitute Trustee to enforce the trust.

Notices stating the time, place, and terms of sale of the property were posted and filed, as required by Section 51.002 of the Texas Property Code, and other requirements of that statute have been met. As required by that statute and by the deed of trust, Substitute Trustee sold the property to Buyer, who was the highest bidder at the public auction, for the amount of sale. The sale began at the time specified above and was concluded prior to 1:00 p.m. of the same day.

As shown by the affidavit attached to this instrument and incorporated in it by this reference, Holder/Beneficiary either personally or by agent served notice of the sale to each debtor required by statute in compliance with Section 51.002 of the Texas Property Code.

Substitute Trustee, by the authority conferred by Holder/Beneficiary and by the deed of trust, subject to the prior liens and other exceptions to conveyance and warranty in the deed of trust and for the amount of sale paid by Buyer as consideration, grants, sells, and conveys to Buyer the property together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Buyer, Buyer's heirs, executors, administrators, successors, or assigns forever. Substitute Trustee binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Buyer and Buyer's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any

Affiant has no knowledge that a party owning title to the property immediately prior to the foreclosure was deceased at the time of the foreclosure sale.

Don Hancock

SUBSCRIBED AND SWORN to by Don Hancock before me, the undersigned

authority, on June 6, 2003.

Notary Public, State of Texas

ANDREA K. HOPKINS
Notary Public, State of Texas
My Commission Expires May 7, 2006

State of Texas

County of Travis

This instrument was acknowledged before me on June 3, 2003 by Don Hancock as Substitute Trustee in the capacity stated.

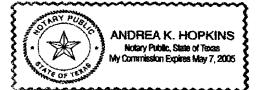
Notary Public, State of Texas

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AFTER RECORDING RETURN TO:

Hancock & McGill, L.L.P. 6010 Balcones Drive, Suite 100 Austin, Texas 78731

Attn: Andrea



ook 10056 Page 1737

# **COLLATERAL DESCRIPTION**

All of Debtor's Goods, Accounts, Deposit Accounts, Documents, Chattel Paper, Instruments, Inventory, Equipment, General Intangibles (including trademarks and tradenames), Contracts (including Franchise Agreements and Licenses), certificates of title, fixtures, credits, claims, demands, assets, furniture and other personal property, now owned, existing, or hereafter acquired, held, used, sold or consumed in connection with the Debtor's business; and any other property, rights and interests of the Debtor which at any time relate to, arise out of or in connection with the foregoing, or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, in connection with the foregoing; any and all additions and accessions, replacements, substitutions, improvements, of or to all the foregoing; and all products, rents, profits, offspring and Proceeds thereof, shall be covered. This description applies exclusively to the Store Locations attached hereto.

Finy provision herein which restricts the sale, or use of the described real property because of race is invalid and unemforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR

I hereby certify that this instrument was FILED in File Humber Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bezar County, Texas on:

JUN 0 3 2003

Semy dated

Doc# 20030136681
# Pages 8
 06/03/2003 12:26:16 PM
Filed & Recorded in
Official Records of
BEXAR COUNTY
GERRY RICKHOFF
COUNTY CLERK
Fees \$23.00

Book 10056 Page 17:

### BILL OF SALE

Whereas, pursuant to that Pledge and Security Agreement dated May 13, 1999, which document reflects OSFII Limited Partnership, L.L.P., a Texas limited partnership as Debtor, and AMRESCO Commercial Finance, Inc., a Nevada corporation, as Secured Party, I did, as authorized agent for the named Secured Party offer for sale and pursuant to notice both public and specifically to the Debtor, did on June 3, 2003, sell for cash to the highest bidder, who was ACFI OST, LLC, whose address is c/o AMRESCO Commercial Finance, Inc., 412 E. ParkCenter Blvd., Suite 300, Boise, Idaho 83706, which bid \$1,000,000.00 by crediting upon the indebtedness described in the above mentioned security agreement, all right, title and interest of OSFII Limited Partnership, L.L.P. in such property;

Now, therefore, for the consideration stated, I have bargained, sold and delivered and by these presents do bargain, sell and deliver unto the purchaser all of the following personal property located in Bexar County, Texas and described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Dated June 3, 2003

Jon Hancock, Authorized Agent for AMRESCO Commercial Finance, Inc.

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# **COLLATERAL DESCRIPTION**

All of Debtor's Goods, Accounts, Deposit Accounts, Documents, Chattel Paper, Instruments, Inventory, Equipment, Intangibles (including trademarks and tradenames), Contracts (including Franchise Agreements and Licenses), certificates of title, fixtures, credits, claims, demands, assets, furniture and other personal property, now owned, existing, or hereafter acquired, held, used, sold or consumed in connection with the Debtor's business; and any other property, rights and interests of the Debtor which at any time relate to, arise out of or in connection with the foregoing, or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, in connection with the foregoing; any and all additions and accessions, replacements, substitutions. improvements, of or to all the foregoing; and all products, rents, profits, offspring and Proceeds thereof, shall be covered. This description applies exclusively to the Store Locations attached hereto.

### SUBSTITUTE TRUSTEE'S DEED

Date: June 3, 2003

Deed Of Trust

Date: May 13, 1999

Grantor: OSFII Limited Partnership, LLP

Beneficiary: Wachovia Trust Company, N.A. as Owner Trustee and Wells Fargo Bank Minnesota, N.A., as Indenture Trustee of the ACLC Business Loan Receivables Trust 1999-1, acting through its servicing agent, AMRESCO Commercial Finance, Inc.

Substitute Trustee: John F. K. McGill, Don Hancock, Patrick C. Hargadon, S. Renee Scott or Teresa Person

County Where Property Is Located: Bexar County, Texas

Recording Information: Recording Information: Volume 7975, Page 211 and rerecorded in Volume 8503, Page 811 of the Official Real Property Records of Bexar County, Texas

### Property:

Lot 26, Block 1, New City Block 13884, OLD SAN FRANCISCO STEAKHOUSE SUBDIVISION, City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 9528, Page 104, Deed and Plat Records, Bexar County, Texas and property described in Exhibit "A" attached hereto and incorporated herein for all purposes, secured by Financing Statement No. 99-0096953, recorded in Volume 7975, Page 234, Official Real Property Records of Bexar County, Texas.

Note Secured by Deed of Trust

Date: May 13, 1999

Original Principal Amount: \$9,999,999.99

Holder: Wachovia Trust Company, N.A. as Owner Trustee and Wells Fargo Bank Minnesota, N.A., as Indenture Trustee of the ACLC Business Loan Receivables Trust 1999-1, acting through its servicing agent, AMRESCO Commercial Finance, Inc

Time Sale of Property Began: 12 mam. 12000

Place of Sale of Property: Bexar County Courthouse in San Antonio, Texas, at the location within such Courthouse designated by the Bexar County Commissioners Court for the conducting of foreclosure sales.

Buyer: ACFI OST, LLC

Buyer's Mailing Address: c/o AMRESCO Commercial Finance, Inc., 412 E. ParkCenter Blvd., Suite 300, Boise, Idaho 83706

Amount of Sale: \$ 1. Dec pec.

Affiant on oath swears that the following statements are true:

Affiant is the attorney and agent of the holder of the note secured by the deed of trust.

Default has occurred in the performance of the obligations in the Deed Of Trust.

After such default, Affiant gave to every debtor required by statute proper notice of the default and of the time within which it was required to be cured. The default continued beyond the time within which it was required to be cured.

After such default and at least twenty-one days before the resulting Substitute Trustee's sale, Affiant either personally or by agent gave proper notice of the sale to every debtor required by statute, in strict compliance with the provisions of the Deed Of Trust and the requirements of Section 51.002 of the Texas Property Code.

No party with an interest in the property prior to the foreclosure remains in possession of the property, or, if such party is in possession, the party is a tenant at sufferance and will be evicted if possession is not surrendered voluntarily.

Because of a federal tax lien on the property, notice of the sale has also been sent to the Internal Revenue Service.

Affiant has no knowledge that any party with an interest in the property immediately prior to foreclosure was serving in the armed services of the United States and was entitled to any benefits granted by the Soldier's and Sailor's Relief Act.

part thereof, except as to the prior liens and other exceptions to conveyance and warranty in the deed of trust.

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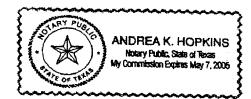
State of Texas

County of Travis

This instrument was acknowledged before me on June 3, 2003 by Don Hancock as Substitute Trustee in the capacity stated.

Notary Public, State of Texas

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### AFTER RECORDING RETURN TO:

Hancock & McGill, L.L.P. 6010 Balcones Drive, Suite 100 Austin, Texas 78731

Attn: Andrea

Book 10056 Page 17

## COLLATERAL DESCRIPTION

All of Debtor's Goods, Accounts, Deposit Accounts, Documents, Paper, Instruments, Inventory, Equipment, Intangibles (including trademarks and tradenames), Contracts (including Franchise Agreements and Licenses), certificates of title, fixtures, credits, claims, demands, assets, furniture and other personal property, now owned, existing, or hereafter acquired, held, used, sold or consumed in connection with the Debtor's business; and any other property, rights and interests of the Debtor which at any time relate to, arise out of or in connection with the foregoing, or which shall come into the possession or custody or under the control of the Secured Party or any of its agents, representatives, associates or correspondents, in connection with the foregoing; any and all substitutions. replacements, additions accessions, and improvements, of or to all the foregoing; and all products, rents, profits, offspring and Proceeds thereof, shall be covered. This description applies exclusively to the Store Locations attached hereto.

### AFFIDAVIT OF NOTICE TO DEBTOR AND RELATED MATTERS

Date: June 3, 2003

Deed Of Trust

Date: May 13, 1999

Grantor: OSFII Limited Partnership, LLP

Beneficiary: Wachovia Trust Company, N.A. as Owner Trustee and Wells Fargo Bank Minnesota, N.A., as Indenture Trustee of the ACLC Business Loan Receivables Trust 1999-1, acting through its servicing agent, AMRESCO Commercial Finance, Inc

Substitute Trustee: John F. K. McGill, Don Hancock, Patrick C. Hargadon, S. Renee Scott or Teresa Person

County Where Property Is Located: Bexar County, Texas

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### Property:

Lot 26, Block 1, New City Block 13884, OLD SAN FRANCISCO STEAKHOUSE SUBDIVISION, City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 9528, Page 104, Deed and Plat Records, Bexar County, Texas and property described in Exhibit "A" attached hereto and incorporated herein for all purposes, secured by Financing Statement No. 99-0096953, recorded in Volume 7975, Page 234, Official Real Property Records of Bexar County, Texas.

Note Secured by Deed of Trust

Date: May 13, 1999

Original Principal Amount: \$9,999,999.99

Holder: Wachovia Trust Company, N.A. as Owner Trustee and Wells Fargo Bank Minnesota, N.A., as Indenture Trustee of the ACLC Business Loan Receivables Trust 1999-1, acting through its servicing agent, AMRESCO Commercial Finance, Inc

Date of Sale of Property (first Tuesday of month): June 3, 2003

Date of Sale of Property (first Tuesday of month): June 3, 2003

Time Sale of Property Began: 12 Carra- Noch

Place of Sale of Property: Bexar County Courthouse in San Antonio, Texas, at the location within such Courthouse designated by the Bexar County Commissioners Court for the conducting of foreclosure sales.

Buyer: ACFI OST, LLC

Buyer's Mailing Address: c/o AMRESCO Commercial Finance, Inc., 412 E. ParkCenter Blvd., Suite 300, Boise, Idaho 83706

Amount of Sale: \$ 1,000,000 ve

Grantor conveyed the property to Substitute Trustee in trust to secure payment of the note, but Grantor has defaulted in performing the obligations of the deed of trust. Holder of the note, who is also Beneficiary of the deed of trust, accordingly has appointed Substitute Trustee and requested Substitute Trustee to enforce the trust.

Notices stating the time, place, and terms of sale of the property were posted and filed, as required by Section 51.002 of the Texas Property Code, and other requirements of that statute have been met. As required by that statute and by the deed of trust, Substitute Trustee sold the property to Buyer, who was the highest bidder at the public auction, for the amount of sale. The sale began at the time specified above and was concluded prior to 1:00 p.m. of the same day.

As shown by the affidavit attached to this instrument and incorporated in it by this reference, Holder/Beneficiary either personally or by agent served notice of the sale to each debtor required by statute in compliance with Section 51.002 of the Texas Property Code.

Substitute Trustee, by the authority conferred by Holder/Beneficiary and by the deed of trust, subject to the prior liens and other exceptions to conveyance and warranty in the deed of trust and for the amount of sale paid by Buyer as consideration, grants, sells, and conveys to Buyer the property together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Buyer, Buyer's heirs, executors, administrators, successors, or assigns forever. Substitute Trustee binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Buyer and Buyer's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any

Affiant has no knowledge that a party owning title to the property immediately prior to the foreclosure was deceased at the time of the foreclosure sale.



SUBSCRIBED AND SWORN to by Don Hancock before me, the undersigned

authority, on June 6, 2003.

Notary Public, State of Texas

ANDREA K. HOPKINS
Notary Public, State of Texas
My Commission Expires May 7, 2005

State of Texas

County of Travis

This instrument was acknowledged before me on June 3, 2003 by Don Hancock as Substitute Trustee in the capacity stated.

Notary Public, State of Texas

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AFTER RECORDING RETURN TO:

Hancock & McGill, L.L.P. 6010 Balcones Drive, Suite 100 Austin, Texas 78731

Attn: Andrea



Book 10056 Page 1737

## COLLATERAL DESCRIPTION

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kiny provision hardin which restricts the sale, or use of the described real property because of race is invalid and unerdorceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR I hereby certify that this instrument was FILED in File Humber Sequence on the date and at the time stamped hereon by me and was duly RECORDED

in the Official Public Record of Real Property of Bester County, Texas on:

JUN 0 3 2003

COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20030136681 06/03/2003 12:26:16 PM Filed & Recorded in Official Records of BEXAR COUNTY BERRY RICKHOFF COUNTY CLERK

10056 Page

### BILL OF SALE

Whereas, pursuant to that Pledge and Security Agreement dated May 13, 1999, which document reflects OSFII Limited Partnership, L.L.P., a Texas limited partnership as Debtor, and AMRESCO Commercial Finance, Inc., a Nevada corporation, as Secured Party, I did, as authorized agent for the named Secured Party offer for sale and pursuant to notice both public and specifically to the Debtor, did on June 3, 2003, sell for cash to the highest bidder, who was ACFI OST, LLC, whose address is c/o AMRESCO Commercial Finance, Inc., 412 E. ParkCenter Blvd., Suite 300, Boise, Idaho 83706, which bid \$1,000,000.00 by crediting upon the indebtedness described in the above mentioned security agreement, all right, title and interest of OSFII Limited Partnership, L.L.P. in such property;

Now, therefore, for the consideration stated, I have bargained, sold and delivered and by these presents do bargain, sell and deliver unto the purchaser all of the following personal property located in Bexar County, Texas and described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Dated June 3, 2003

Non Hancock, Authorized Agent for AMRESCO Commercial Finance, Inc.

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RECORDED: 08/30/2004