



MEMOIRS/EXHIBIT 4

Memoirs 9-11-24/Exhibit 4's public information

**PROTECTED UNDER THE WHISTLEBLOWER PROTECTION ACT OF 1989
PETITIONED WITNESS PROTECTION PROGRAM
& THE CONSTITUTION'S FREEDOM OF SPEECH**

**FILED EVIDENCE OF THE BANK'S *USUAL* DOCUMENTED BANK FRAUD
RACKETEERING & CAUGHT RED HANDED**

Artho's Exhibit 4's Public Service Announcements prove beyond a shadow of a doubt;

"If the following REFUSED documentation proves to be authentic". Documented fraud is still documented fraud. However, to this day, the fraudulent bank &/or INSIDE TRADERS still REFUSE to provide all banking original documentation. For expert forensic examinations of authenticity, of all signatures/dates, of all Notary's signatures/dates, initialed approvals, &/or lack of all Parties' initialed approvals thereof.

Now anyone can provide UNSIGNED fraudulent documentation, with any fraudulently Filed & Recorded illegal, legal land descriptions, anyone so chooses.

Now anyone without the initialed approval, knowledge, &/or will of their chosen victim;

- **Can now add any paid off properties' Deeds of Trusts.**
- **Deeds of Trusts Filed & Recorded in the WRONG County & in the CORRECT County. To racketeer INSIDE TRADER'S PRICE FIXING & collateralizing the same property twice & within any Federal Bankruptcy Court's proceedings, anyone so chooses.**
- **To any RENEWAL AND EXTENSION documentation, clearly marked as that of being "not in novation". Anyone so chooses to add & without the initialed approval of all Parties contractually involved, whatsoever.**
no-va-tion noun Law
the substitution of a new contract in place of an old one.

While REFUSING the forensic examination of any Party's signatures &/or initials thereof.

Now anyone's racketeered additions of collateral &/or collateralizing the same property twice. Can now have the opportunity to leverage any victim's excessive amount of equity. Against any racketeered additions of any unknown account number, without any Party's initialed approval, whatsoever. That anyone so chooses to racketeer against.
(As the same unknown account number in Exhibit 2, 6, 7, &/or more.)

Now anyone, any Board of Directors, &/or any INSIDE TRADERS. Can close down the businesses of any customer's positive cash flowing Interstate Commerce, International traded beef production, & the exportation thereof. With any INSIDE TRADERS' illegal foreclosures, while losing the Stockholders' annual & increasing interest income thereof.

To increase any INSIDE TRADING Director/lawyer's Law Firm's bottom line.

To increase any INSIDE TRADING Director/lawyer, his son, &/or their Asso. bottom line.

At the expense of any Stockholders losses. Anyone, any Board of Directors, &/or any INSIDE TRADERS so chooses, to inflict stock losses against & anyone's stock so chosen.

All 3 branches of the Gov. "rebellion" created, inflicted, &/or allowed landmark decisions as being "engaged in insurrection or rebellion";

- "rebellion" of persecuting, prosecuting & punishing the victims thereof.
- "rebellion" of REFUSING to prosecute & collect corruption's Funding/Fines/Retribution that are in FACT, under the Constitution's Section 4 Public Debt & "authorized by law". To be paid as "bounties for services in suppressing insurrection or rebellion, shall not be questioned." As liabilities, "Public debt", & "bounties" owed to the US Treasury, the SEC, & the Artho victims.
- "rebellion" of legalizing International economic anarchy. That will inevitably collapse world economies as World ECONOMIC TREASON. As that of being economic traitors against International trading & when mankind goes back to Universal Trading Posts.

WHEN ANY NATION IS HELLBENT ON REPEATING A VIOLATE WORLD'S HISTORY

- Via any money changer's very own documented, Filed & Recorded bank fraud.
- Via any INSIDE TRADER'S devaluation real estate, stock, & lost interest income.
- Via any Federal Felon accomplices Bankruptcy Fraud's bank/lawyers *scam's* money laundering schemes. As now being new International Case Law & ethics changes.

Such economic traitor's World ECONOMIC TREASON will in FACT;

- Repeat yet another 1929 crash of World Stock Markets & World bank runs thereof.
- Repeat yet another dirty 30's World starvation of women, children, & the elderly.
- Repeat printing even more *fiat paper money's* inflation. Into yet another World War of War's inhumanity inflicted by politician's *prior Negative cash flow* choices. To rape, murder, & steal assets. To temporarily prop up their self inflicted & failed economies.

WHAT DID YOU THINK WAS GOING TO HAPPEN?

Feel free to quote Artho Economics on social medias. Gifts are welcomed via Pay Pal FiledEvidence@gmail.com please mark as "Gifts for the pain & suffering".

If you are not a Constitutional & Rule of Law intellectual, freethinker, or humanitarian. Please forward to those who are &/or simply unsubscribe.

International Consultant,
Jerry Artho

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ARTHO'S EXHIBIT #4

IF the following REFUSED documentation proves to be authentic.

(a) RICO UNSIGNED Promissory Note, with the agreed to collateral;

**(b) Promissory Note RICO adding Lone Star, West Line 1/2 & Goose Lake as collateral against victim Artho's knowledge &/or will.
To a RENEWAL & EXTENSION "not in novation" note.**

In reference to;

EXHIBIT #1

(a) Randall County Clerk's #2012010162 publicly Filed & Recorded 6-8-12 Deed of Trust. RICO felon Happy ILLEGALLY publicly Filed & Recorded an ILLEGAL, legal land description.

RICO "Slandering the Title" on victim Artho's Apache Point.

(b) Randall County Clerk's #2012010161 publicly Filed & Recorded 6-8-12 Deed of Trust. RICO felon Happy knew the CORRECT, legal land description on victim Artho's Artho 1/4.

(c) Deaf Smith County Clerk's #12-1071 publicly Filed & Recorded 6-11-12 Deed of Trust. RICO felon Happy knew the CORRECT County on victim Artho's Double A.

In reference to;

#41, #42, #43, #44, #45, #46, #47, & #48 counts of Racketeering.



PROMISSORY NOTE

Table with 8 columns: Principal (\$1,000,000.00), Loan Date (05-29-2012), Maturity (05-29-2013), Loan No (67578), Call / Coll (DL), Account, Officer (JVB), and Initials. Includes a reference note below the table.

Borrower: JERRY ARTHO, PO BOX 7, BUSHLAND, TX 79012

Lender: Happy State Bank, Canyon Branch, 1908 4th Avenue, P.O. Box 1, Canyon, TX 79016

Principal Amount: \$1,000,000.00

Date of Note: May 29, 2012

PROMISE TO PAY. JERRY ARTHO ("Borrower") promises to pay to Happy State Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million & 00/100 Dollars (\$1,000,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance or maturity, whichever occurs first.

CHOICE OF USURY CEILING AND INTEREST RATE. The interest rate on this Note has been implemented under the "Weekly Ceiling" as referred to in Sections 303.002 and 303.003 of the Texas Finance Code. The terms, including the rate, or index, formula, or provision of law used to compute the rate on the Note, will be subject to revision as to current and future balances, from time to time by notice from Lender in compliance with Section 303.103 of the Texas Finance Code.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on May 28, 2013. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Notwithstanding any other provision of this Note, Lender will not charge interest on any undisbursed loan proceeds. No scheduled payment, whether of principal or interest or both, will be due unless sufficient loan funds have been disbursed by the scheduled payment date to justify the payment.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Prime Rate as published in the Wall Street Journal. When a range of rates has been published, the higher of the rates will be used (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.260% per annum. Interest prior to maturity on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point over the Index, rounded to the nearest 0.126 percent, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 4.260% per annum based on a year of 360 days. NOTICE: Under no circumstances will the interest rate on this Note be less than 4.260% per annum or more than (except for any higher default rate or Post Maturity Rate shown below) the lesser of 18.000% per annum or the maximum rate allowed by applicable law. For purposes of this Note, the "maximum rate allowed by applicable law" means the greater of (A) the maximum rate of interest permitted under federal or other law applicable to the indebtedness evidenced by this Note, or (B) the "Weekly Ceiling" as referred to in Sections 303.002 and 303.003 of the Texas Finance Code.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding, unless such calculation would result in a usurious rate, in which case interest shall be calculated on a per diem basis of a year of 365 or 366 days, as the case may be. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Prepayment in full shall consist of payment of the remaining unpaid principal balance together with all accrued and unpaid interest and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, and in no event will Borrower ever be required to pay any unearned interest. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Happy State Bank, Canyon Branch, 1908 4th Avenue, P.O. Box 1, Canyon, TX 79016.

POST MATURITY RATE. The Post Maturity Rate on this Note is the lesser of (A) the maximum rate allowed by law or (B) 18.000% per annum based on a year of 360 days. Borrower will pay interest on all sums due after final maturity, whether by acceleration or otherwise, at that rate.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire indebtedness, including the unpaid principal balance under this Note, all accrued unpaid interest, and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire an attorney to help collect this Note if Borrower does not pay, and Borrower will pay Lender's reasonable attorneys' fees. Borrower also will pay Lender all other amounts Lender actually incurs as court costs, lawful fees for filing, recording, releasing to any public office any instrument securing this Note; the reasonable cost actually expended for repossessing, storing, preparing for sale, and selling any security; and fees for noting a lien on or transferring a certificate of title to any motor vehicle offered as security for this Note, or premiums or identifiable charges received in connection with the sale of authorized insurance.



JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Texas.

CHOICE OF VENUE. If there is a lawsuit, and if the transaction evidenced by this Note occurred in Randall County, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Randall County, State of Texas.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instruments listed herein:

- (A) a Deed of Trust dated May 29, 2012, to a trustee in favor of Lender on real property described as "Real Property located at 572.25 acres, BUSHLAND, TX 78012" and located in RANDALL County, State of Texas.
- (B) a Deed of Trust dated May 29, 2012, to a trustee in favor of Lender on real property described as "Real Property located at 116 acres, WILDORADO, TX" and located in DEAF SMITH County, State of Texas.
- (C) a Deed of Trust dated May 29, 2012, to a trustee in favor of Lender on real property described as "Real Property located at BLOCK 9 SECTION 164, TX" and located in RANDALL County, State of Texas.
- (D) a Deed of Trust dated May 29, 2012, to a trustee in favor of Lender on real property described as "Real Property located at NE/4 OF SECTION 1, TX" and located in RANDALL County, State of Texas.
- (E) Inventory and livestock described in an Agricultural Security Agreement dated May 29, 2012.
- (F) R.J. O'Brien Commodity Account with an Account Number of 219 76084 described in a Commercial Pledge Agreement dated May 29, 2012.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure. This revolving line of credit shall not be subject to Ch. 346 of the Texas Finance Code.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: HAPPY STATE BANK ATTN: Loan Admin 701 S. Taylor, LB 120 Amarillo, TX 79101.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Texas (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. The right to accelerate maturity of sums due under this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to charge or collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the loan evidenced by this Note until payment in full so that the rate or amount of interest on account of the loan evidenced hereby does not exceed the applicable usury ceiling. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, notice of dishonor, notice of intent to accelerate the maturity of this Note, and notice of acceleration of the maturity of this Note. Upon any change in the accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

X COPY
JERRY ARTHO



PROMISSORY NOTE

Principal \$250,000.00	Loan Date 05-29-2012	Maturity 05-29-2013	Loan No 67579	Call / Coll DG	Account 1659747	Officer JVB	Initials
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References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing **** has been omitted due to text length limitations.

Borrower: JERRY ARTHO
PO BOX 7
BUSHLAND, TX 79012

Lender: Happy State Bank
Canyon Branch
1908 4th Avenue
P.O. Box 1
Canyon, TX 79015

Principal Amount: \$250,000.00

Date of Note: May 29, 2012

PROMISE TO PAY. JERRY ARTHO ("Borrower") promises to pay to Happy State Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Hundred Fifty Thousand & 00/100 Dollars (\$250,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance or maturity, whichever occurs first.

CHOICE OF USURY CEILING AND INTEREST RATE. The interest rate on this Note has been implemented under the "Weekly Ceiling" as referred to in Sections 303.002 and 303.003 of the Texas Finance Code. The terms, including the rate, or index, formula, or provision of law used to compute the rate on the Note, will be subject to revision as to current and future balances, from time to time by notice from Lender in compliance with Section 303.103 of the Texas Finance Code.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on May 29, 2013. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Notwithstanding any other provision of this Note, Lender will not charge interest on any undisbursed loan proceeds. No scheduled payment, whether of principal or interest or both, will be due unless sufficient loan funds have been disbursed by the scheduled payment date to justify the payment.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Prime Rate as published in the Wall Street Journal. When a range of rates has been published, the higher of the rates will be used (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The index currently is 3.250% per annum. Interest prior to maturity on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point over the index, rounded to the nearest 0.125 percent, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 4.250% per annum based on a year of 360 days. NOTICE: Under no circumstances will the interest rate on this Note be less than 4.250% per annum or more than (except for any higher default rate or Post Maturity Rate shown below) the lesser of 18.000% per annum or the maximum rate allowed by applicable law. For purposes of this Note, the "maximum rate allowed by applicable law" means the greater of (A) the maximum rate of interest permitted under federal or other law applicable to the indebtedness evidenced by this Note, or (B) the "Weekly Ceiling" as referred to in Sections 303.002 and 303.003 of the Texas Finance Code.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding, unless such calculation would result in a usurious rate, in which case interest shall be calculated on a per diem basis of a year of 365 or 366 days, as the case may be. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Prepayment in full shall consist of payment of the remaining unpaid principal balance together with all accrued and unpaid interest and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, and in no event will Borrower ever be required to pay any unearned interest. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Happy State Bank, Canyon Branch, 1908 4th Avenue, P.O. Box 1, Canyon, TX 79015.

POST MATURITY RATE. The Post Maturity Rate on this Note is the lesser of (A) the maximum rate allowed by law or (B) 18.000% per annum based on a year of 360 days. Borrower will pay interest on all sums due after final maturity, whether by acceleration or otherwise, at that rate.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire indebtedness, including the unpaid principal balance under this Note, all accrued unpaid interest, and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire an attorney to help collect this Note if Borrower does not pay, and Borrower will pay Lender's reasonable attorneys' fees. Borrower also will pay Lender all other amounts Lender actually incurs as court costs, lawful fees for filing, recording, releasing to any public office any instrument securing this Note; the reasonable cost actually expended for repossessing, storing, preparing for sale, and selling any security; and fees for noting a lien on or transferring a certificate of title to any motor vehicles offered as security for this Note, or premiums or identifiable charges received in connection with the sale of authorized insurance.



PROMISSORY NOTE
(Continued)

Loan No: 57579

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JURY WAIVER. Lender and Borrower hereby waives the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Texas.

CHOICE OF VENUE. If there is a lawsuit, and if the transaction evidenced by this Note occurred in Randall County, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Randall County, State of Texas.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security Instruments listed herein:

(A) accounts, equipment, general intangibles, farm products and farm equipment described in an Agricultural Security Agreement dated May 29, 2012.

(B) a Deed of Trust dated May 29, 2012, to a trustee in favor of Lender on real property described as "Real Property located at 572.25 acres, BUSHLAND, TX 79012" and located in RANDALL County, State of Texas.

(C) a Deed of Trust dated May 29, 2012, to a trustee in favor of Lender on real property described as "Real Property located at 116 acres, WILDORADO, TX 79012" and located in DEAF SMITH County, State of Texas.

(D) a Deed of Trust dated May 29, 2012, to a trustee in favor of Lender on real property described as "Real Property located at BLOCK 9 SECTION 164, TX" and located in RANDALL County, State of Texas.

(E) a Deed of Trust dated May 29, 2012, to a trustee in favor of Lender on real property described as "Real Property located at NE/4 OF SECTION 1, TX" and located in RANDALL County, State of Texas.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure. This revolving line of credit shall not be subject to Ch. 346 of the Texas Finance Code.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: HAPPY STATE BANK ATTN: Loan Admin 701 S. Taylor, LB 120 Amarillo, TX 79101.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Texas (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. The right to accelerate maturity of sums due under this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to charge or collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the loan evidenced by this Note until payment in full so that the rate or amount of interest on account of the loan evidenced hereby does not exceed the applicable usury ceiling. Lender may delay or forego enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, notice of dishonor, notice of intent to accelerate the maturity of this Note, and notice of acceleration of the maturity of this Note. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

X COPY
JERRY ARTHO

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,000,000.00	07-29-2013	07-29-2014	67578	AE	1659747	JVB	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: JERRY ARTHO DBA: ARTHO CATTLE
PO BOX 7
BUSHLAND, TX 79012

Lender: Happy State Bank
Canyon Branch
1808 4th Avenue
P.O. Box 1
Canyon, TX 78015

Principal Amount: \$1,000,000.00

Date of Note: July 29, 2013

PROMISE TO PAY. JERRY ARTHO ("Borrower") promises to pay to Happy State Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million & 00/100 Dollars (\$1,000,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance or maturity, whichever occurs first.

CHOICE OF USURY CEILING AND INTEREST RATE. The interest rate on this Note has been implemented under the "Weekly Ceiling" as referred to in Sections 303.002 and 303.003 of the Texas Finance Code. The terms, including the rate, or index, formula, or provision of law used to compute the rate on the Note, will be subject to revision as to current and future balances, from time to time by notice from Lender in compliance with Section 303.103 of the Texas Finance Code.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on July 29, 2014. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Notwithstanding any other provision of this Note, Lender will not charge interest on any undisbursed loan proceeds. No scheduled payment, whether of principal or interest or both, will be due unless sufficient loan funds have been disbursed by the scheduled payment date to justify the payment.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Prime Rate as published in the Wall Street Journal. When a range of rates has been published, the higher of the rates will be used (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.25% per annum. Interest prior to maturity on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point over the Index, rounded to the nearest 0.125 percent, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 4.250% per annum based on a year of 360 days. NOTICE: Under no circumstances will the interest rate on this Note be less than 4.250% per annum or more than (except for any higher default rate or Post Maturity Rate shown below) the lesser of 18.000% per annum or the maximum rate allowed by applicable law. For purposes of this Note, the "maximum rate allowed by applicable law" means the greater of (A) the maximum rate of interest permitted under federal or other law applicable to the indebtedness evidenced by this Note, or (B) the "Weekly Ceiling" as referred to in Sections 303.002 and 303.003 of the Texas Finance Code.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding, unless such calculation would result in a usurious rate, in which case interest shall be calculated on a pro rata basis of a year of 365 or 366 days, as the case may be. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Prepayment in full shall consist of payment of the remaining unpaid principal balance together with all accrued and unpaid interest and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, and in no event will Borrower ever be required to pay any unearned interest. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that it tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Happy State Bank, Canyon Branch, 1808 4th Avenue, P.O. Box 1, Canyon, TX 78015.

POST MATURITY RATE. The Post Maturity Rate on this Note is the lesser of (A) the maximum rate allowed by law or (B) 18.000% per annum based on a year of 360 days. Borrower will pay interest on all sums due after final maturity, whether by acceleration or otherwise, at that rate.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insolvency. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire indebtedness, including the unpaid principal balance under this Note, all accrued unpaid interest, and all other amounts, costs and expenses for which Borrower is responsible under this Note or any other agreement with Lender pertaining to this loan, immediately due, without notice, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire an attorney to help collect this Note if Borrower does not pay, and Borrower will pay Lender's reasonable attorneys' fees. Borrower also will pay Lender all other amounts Lender actually incurs as court costs, lawful fees for filing, recording, releasing to any public office any instrument securing this Note; the reasonable cost actually expended for repossessing, storing, preparing for sale, and selling any security; and fees for noting a lien on or transferring a certificate of title to any motor vehicle offered as security for this Note, or premiums or identifiable charges received in connection with the sale of authorized insurance.



PROMISSORY NOTE
(Continued)

Loan No: 57578

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not prompted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Texas.

CHOICE OF VENUE. If there is a lawsuit, and if the transaction evidenced by this Note occurred in Randall County, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Randall County, State of Texas.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by the following collateral described in the security instruments listed herein:

- (A) a Deed of Trust dated July 29, 2013, to a trustee in favor of Lender on real property located in Potter County, State Texas
- (B) a Deed of Trust dated July 29, 2013, to a trustee in favor of Lender on real property located in Oldham County, State Texas
- (C) a Deed of Trust dated July 29, 2013, to a trustee in favor of Lender on real property located in Armstrong County, State Texas
- (D) a Deed of Trust dated July 29, 2013, to a trustee in favor of Lender on real property located in Randall County, State Texas
- (E) a Deed of Trust dated July 29, 2013, to a trustee in favor of Lender on real property located in Randall County, State Texas
- (F) a Deed of Trust dated July 29, 2013, to a trustee in favor of Lender on real property located in Randall County, State Texas
- (G) a Deed of Trust dated July 29, 2013, to a trustee in favor of Lender on real property located in Randall County, State Texas
- (H) accounts, equipment, general intangibles and farm products described in an Agricultural Security Agreement dated July 29, 2013
- (I) securities or investments described in a Commercial Pledge Agreement dated July 29, 2013.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer printouts. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note; (B) Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (C) Borrower or any guarantor ceases doing business or is insolvent; (D) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (E) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (F) Lender in good faith believes itself insecure. This revolving line of credit shall not be subject to Ch. 345 of the Texas Finance Code.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, AND SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

RENEWAL AND EXTENSION. This Note is given in renewal and extension and not in novation of the following described indebtedness: a Promissory Note # 57578 dated May 29, 2012 in the amount of \$1,000,000.00.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's accounts to a consumer reporting agency. Borrower's written notice describing the specific inaccuracies should be sent to Lender at the following address: HAPPY STATE BANK ATTN: Loan Admin 701 S. Taylor, LB 120 Amarillo, TX 79101.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Texas (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. The right to accelerate maturity of sums due under this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to charge or collect any late interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of sums due hereunder shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the loan evidenced by this Note until payment in full so that the rate or amount of interest on account of the loan evidenced hereby does not exceed the applicable usury ceiling. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waives presentment, demand for payment, notice of dishonor, notice of intent to accelerate the maturity of this Note, and notice of acceleration of the maturity of this Note. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral or impair, fail to realize upon or perfect Lender's security interest in the collateral without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

X 
JERRY ARTHO A/R/A JERRY D. ARTHO A/R/A
JERRY DON ARTHO

#42 count of Racketeering when Happy, against Artho's will & knowledge, ILLEGALLY added Lone Star, West Line 1/2, & Goose Lake properties, to a renewal & extension and "not in novation" revolving loan doc.

A simple title search's EVIDENCE &/or word of mouth, reveals Happy's fraudulent loan documentation.

ILLEGALLY prevents Artho from refinancing with another bank, due to collateral complications.

#43 count of Racketeering this when Happy, against Artho's will & knowledge, ILLEGALLY added Lone Star, West Line 1/2, & Goose Lake properties, to a renewal & extension and "not in novation" revolving loan doc.

A simple title search's EVIDENCE &/or word of mouth, reveals Happy's fraudulent loan documentation.

ILLEGALLY prevents Artho & Artho's fellow Realtors from selling Artho's MLS properties, due to closing complications of liens.

#44 count of Racketeering when Happy, against Artho's will & knowledge, ILLEGALLY added Lone Star, West Line 1/2, & Goose Lake properties, to a renewal & extension and "not in novation" revolving loan doc.

A simple title search's EVIDENCE &/or word of mouth, reveals Happy's fraudulent loan documentation.

ILLEGALLY devalues & "Price Fixing" of Artho's property, due to the slandering of Artho's name & credibility.

#45 count of Racketeering when Happy, against Artho's will & knowledge, ILLEGALLY added Lone Star, West Line 1/2, & Goose Lake properties, to a renewal & extension and "not in novation" revolving loan doc.

A simple title search's EVIDENCE &/or word of mouth, reveals Happy's fraudulent loan documentation.

ILLEGALLY ruins Artho's present & future credit.

#46 count of Racketeering when Happy, against Artho's will & knowledge, ILLEGALLY added Lone Star, West Line 1/2, & Goose Lake properties, to a renewal & extension and "not in novation" revolving loan doc.

A simple title search's EVIDENCE &/or word of mouth, reveals Happy's fraudulent loan documentation.

Is an attempt to fraudulently eliminate Artho's "Other Options".

#47 count of Racketeering when Happy, against Artho's will & knowledge, ILLEGALLY added Lone Star, West Line 1/2, & Goose Lake properties, to a renewal & extension and "not in novation" revolving loan doc.

A simple title search's EVIDENCE &/or word of mouth, reveals Happy's fraudulent loan documentation.

Is a "Conflict of Interest" of Happy's "Fiduciary Responsibilities".

#48 count of Racketeering when Happy, against Artho's will & knowledge, ILLEGALLY added Lone Star, West Line 1/2, & Goose Lake properties, to a renewal & extension and "not in novation" revolving loan doc.

A simple title search's EVIDENCE &/or word of mouth, reveals Happy's fraudulent loan documentation.

A simple title search's EVIDENCE &/or word of mouth, reveals Artho's "Slandered Title" & "Price Fixing".

ILLEGALLY prevents Artho & Artho's fellow Realtors from selling Artho's MLS properties, due to closing complications.

#36 count of Racketeering when Happy, ILLEGALLY Filed & Recorded Artho's Deaf Smith County Double A property, in the WRONG County of Randall.

A simple title search's EVIDENCE &/or word of mouth, reveals Artho's "Slandered Title" & "Price Fixing".

ILLEGALLY devalues & "Price Fixing" of Artho's property, due to the slandering of Artho's name & credibility.

#37 count of Racketeering when Happy, ILLEGALLY Filed & Recorded Artho's Deaf Smith County Double A property, in the WRONG County of Randall.

A simple title search's EVIDENCE &/or word of mouth, reveals Artho's "Slandered Title" & "Price Fixing".

ILLEGALLY ruins Artho's present & future credit.

#38 count of Racketeering when Happy, ILLEGALLY Filed & Recorded Artho's Deaf Smith County Double A property, in the WRONG County of Randall.

A simple title search's EVIDENCE &/or word of mouth, reveals Artho's "Slandered Title" & "Price Fixing".

Is an attempt to fraudulently eliminate Artho's "Other Options".

#39 count of Racketeering when Happy, ILLEGALLY Filed & Recorded Artho's Deaf Smith County Double A property, in the WRONG County of Randall.

A simple title search's EVIDENCE &/or word of mouth, reveals Artho's "Slandered Title" & "Price Fixing".

Is a "Conflict of Interest" of Happy's "Fiduciary Responsibilities".

#40 count of Racketeering when Happy, ILLEGALLY Filed & Recorded Artho's Deaf Smith County Double A property, in the WRONG County of Randall.

A simple title search's EVIDENCE &/or word of mouth, reveals Artho's "Slandered Title" & "Price Fixing".

Is a "Banking Violation" of Happy's "Fiduciary Responsibilities" against Artho &/or any banking customer.

July 29th 2013

If ALL ORIGINAL documentation & ALL Notaries signature books are legal.

Promissory Note on one of Artho's revolving loans.

#41 count of Racketeering when Happy, against Artho's will & knowledge, ILLEGALLY added Lone Star, West Line 1/2, & Goose Lake properties, to a renewal & extension and "not in novation" revolving loan doc.

RP 108-109