



MEMOIRS/EXHIBIT 6

Memoirs 9-28-24 & Exhibit 6's public information

BANK's USUAL DOCUMENTED BANK FRAUD NOW LEGALIZED INTERNATIONAL ANARCHY AS WORLD ECONOMIC TREASON

Artho finally realized Artho's legal counsel were in FACT, experts on creative billing & cashing Artho's checks. However, none of Artho's legal counsels did their homework.

Artho was forced to investigate & discover the bank's Filed & Record Gov. documentation of illegal, legal land descriptions, Double Deed collateralizing, & more. As all 3 branches of the US Gov. International Case Law & ethics changes' "Get Out of Jail Free Cards".

Artho's Exhibit 6's FILED EVIDENCE proves beyond a shadow of a doubt;

Now anyone can add unknown account number altercations (1660414). To any contracts & without any Party's initialed approvals, whatsoever. To any Filed & Recorded Deed of Trusts with the knowingly CORRECT legal land description, anyone so chooses.

To knowingly racketeer INSIDE TRADER'S PRICE FIXING & collateralizing the same properties twice & within any Federal Bankruptcy Court's proceedings &/or more.

Pages 303 - 322 confirms the actual legal land descriptions. All the way back to the Republic of Texas on 12-22-1836 & joining the Union on 3-1-1845.

YOUR TAX DOLLARS FUNDED & LEGALIZED YOUR "Get Out of Jail Free Cards"

The above Exhibit & more immediately exonerates all who are now unjustly accused, fined, &/or imprisoned. For like-kind now legalized offenses, via International Case Law's immediate needs of judge/jurisdiction selections. For winning Arbitrations/Grand Jury's No Bills/Appeals/Pardons/Paroles.

You as a Taxpaying Commoner in FACT, pay & fund;

- The same Public Servants' salaries, benefits, & retirement until the day they die.
- You already paid & funded for your Rights to your "Get Out of Jail Free Cards".
- Constitutionally we are all created equal, you would be a fool not to use them;

To stop squandering the Taxpaying Commoners funding on the DOJ's now legalized offenses, lessen the tax burden against Taxpaying Commoners, & *\$fiat paper money's* Inflation/Overtaxation. Having already racked up over -\$35T in US debt. Page 1 of 2

WHEN ECONOMIES COLLAPSE THERE IS NO HONOR AMONGST ECONOMIC TRAITORS

Nor amongst alleged allies being held accountable, as confirmed in Artho Economics Chapter 4. Who will immediately start turning state's evidence against each other;

- Who subjected themselves to the demands & Rule of Law for ECONOMIC TREASON.
- Which may or may not include public executions.
- In exchange for lesser sentencing, imprisonments, &/or their corruption's liabilities of Funding/Fines/Retribution owed to the US Treasury, the SEC, & the victims thereof.

For the sooner suspected felons start turning in evidence of documents, emails, &/or Notarized Affidavits, for the lesser sentencing. Sent to FiledEvidence@gmail.com such as who account number 1660414 belongs to, who the economic traitors were that double collateralized, & who committed the World ECONOMIC TREASON. Against Interstate Commerce, International beef exportations, & the US Federal designated funding thereof.

KNOWING DOCUMENTED INTERNATIONAL ANARCHY'S WORLD ECONOMIC TREASON WILL ECONOMICALLY & MATHEMATICALLY COLLAPSE WORLD ECONOMIES

Especially, when Investors loss faith & quit investing in T-bills. To finance the printing of *\$fiat paper money's* Inflation/Overtaxation. To increase the tax burden against the already overtaxed Taxpaying Commoners. That's when a violent world repeats its violent history;

- Inflicting the *usual* food shortages of starving women, children, & the elderly to death.
- Inflicting the *usual* food riots & killings in the streets.
- Inflicting the *usual* wannabe warlords, dictators, &/or politicians' Civil Wars. While convincing some of the weak-minded Taxpaying Commoners. Their economic policies will serve as the weak-minded's personal enabler, will fleece the flock less than their competing wannabe's intended fleecing of the same Taxpaying Commoners. Or will arrest, beat, &/or shoot to death all who oppose their non-cash flowing policies.

**MANKIND DOES NOT HAVE TO LIVE LIKE THIS
NOR DOES MANKIND HAVE TO DIE OUT LIKE THIS - Jerry Artho**

The good news & the hope for future generations, is mankind's technology;

- Online classes self educate all who are willing to sieve through, research, & learn.
- World travel &/or soon to be universal travel to places to live in exile.
- When it's time to salvage what you can & seek laissez-faire economic policies. To recoup losses in other jurisdictions, Nations, &/or soon to be universal destinations.

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

ARTHO'S EXHIBIT #6

EVIDENCE of legal land descriptions, all the way back to the Republic of Texas 12-22-1836 & joining the Union 3-1-1845.

(a) Randall County Clerk's #2013015429 publicly Filed & Recorded 8-18-13 Deed of Trust. RICO felon Happy knew the CORRECT, legal land description on victim Artho's Apache Point.

(b) Randall County Clerk's #2013015431 publicly Filed & Recorded 8-18-13 Deed of Trust. RICO felon Happy knew the CORRECT, legal land description on victim Artho's Artho 1/4.

Please note;

Texans who died for victim Artho's Rights of "legal land descriptions" & Americans who died for victim Artho's Constitutional Rights to protect victim Artho's life, liberty, & "property".

166044.57578

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF TRUST

RECORDATION REQUESTED BY:

Happy State Bank
Canyon Branch
1808 4th Avenue
P.O. Box 1
Canyon, TX 79015

2013015429 DT Total Pages: 7

WHEN RECORDED MAIL TO:

Happy State Bank
Canyon Branch
1808 4th Avenue
P.O. Box 1
Canyon, TX 79015

SEND TAX NOTICES TO:

Happy State Bank
Canyon Branch
1808 4th Avenue
P.O. Box 1
Canyon, TX 79015

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



THIS DEED OF TRUST is dated July 29, 2013, among JERRY ARTHO, whose address is PO BOX 7, BUSHLAND, TX 79012 ("Grantor"); Happy State Bank, whose address is Canyon Branch, 1808 4th Avenue, P.O. Box 1, Canyon, TX 79015 (referred to below sometimes as "Beneficiary"); and PLA Services, Inc., whose address is 701 S TAYLOR, Suite 501, AMARILLO, TX 79101 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the real property, including without limitation such rights as Grantor may have in all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Randall County, State of Texas:

All of Section 2, Block Z-5, Randall County; total Acres 571.80

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise. However, this Deed of Trust shall not secure, and the "indebtedness" shall not include, any obligations arising under Subchapters E and F of Chapter 342 of the Texas Finance Code, as amended.

REVOLVING LINE OF CREDIT. This Deed of Trust secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note.

Grantor hereby absolutely assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

PURPOSE OF LOAN. The Note in the amount of \$1,000,000.00 represents, in part or in whole, cash or other financial accommodations advanced or committed by Lender to Grantor on July 29, 2013 at Grantor's request, of which Grantor hereby acknowledges receipt.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Law, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Lender becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or



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should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Grantor and of which Grantor has informed Lender in writing prior to Grantor's signing of this Deed of Trust.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and Lender's reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender, with losses made payable to Lender. GRANTOR MAY FURNISH THE REQUIRED INSURANCE WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TEXAS. If Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may, but shall not be required to, do so at Grantor's expense, and the cost of the insurance will be added to the indebtedness. If any such insurance is procured by Lender, Grantor will be so notified, and Grantor will have the option of furnishing equivalent insurance through any insurer authorized to transact business in Texas. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

DEED OF TRUST
(Continued)

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Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures paid by Lender for such purposes will then bear interest at the Note rate from the date paid by Lender to the date of repayment by Grantor. To the extent permitted by applicable law, all such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

Existing Lien. The lien of this Deed of Trust securing the Indebtedness shall be subordinate to the lien securing payment of an existing obligation to Panhandle-Plains Land Bank, FLCA. The existing obligation has a current principal balance of approximately \$202,184.00 and is in the original principal amount of \$210,000.00. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such Indebtedness, any default under the instruments evidencing such Indebtedness, or any default under any security documents for such Indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions relating to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, rolled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole

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opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Grantor a release of this Deed of Trust lien and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. However, it is agreed that the payment of all the indebtedness and performance of such obligations shall not terminate this Deed of Trust unless the liens and interests created hereby are released by Lender by a proper recordable instrument. Any filing fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust 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 Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust 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.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor'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 Grantor.

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

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

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.

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

Insecurity. Lender in good faith believes itself insecure.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender may declare the unpaid principal balance of the Indebtedness due and payable. In no event will Grantor be required to pay any unearned interest.

Foreclosure. If Lender invokes the power of sale, Trustee, at the request of Lender, may sell all or any portion of the Property at public auction to the highest bidder for cash at the location within the courthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the courthouse, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, after the Trustee or its agent has given notice of the time and place of sale and of the property to be sold as required by the Texas Property Code, as then amended.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. As additional security for the payment of the indebtedness, Grantor hereby assigns to Lender all Rents as defined in the Definitions section of this Deed of Trust. Lender shall have the right at any time, and even though no Event of Default shall have occurred under this Deed of Trust, to collect and receive the Rents. Lender shall provide any notice required by applicable law with regard to such enforcement of its right to collect and receive the Rents. In addition, if the Property is vacant, Lender may rent or lease the Property. Lender shall not be liable for its failure to rent the Property, to collect any Rents, or to exercise diligence in any matter relating to the Rents; Lender shall be accountable only for Rents actually received. Lender neither has nor assumes any obligation as lessor or landlord with respect to any occupant of the Property. Rents so received shall be applied by Lender first to the remaining unpaid balance of the indebtedness, in such order or manner as Lender shall elect, and the residue, if any, shall be paid to the person or persons legally entitled to the residue.

Trustee's Powers. Grantor hereby jointly and severally authorizes and empowers Trustee to sell all or any portion of the Property together or in lots or parcels, as Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such Property good and sufficient deeds of conveyance of fee simple title, or of lesser estates, and bills of sale and assignments, with covenants of general warranty made on Grantor's behalf. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Property to be sold at such sale. The Trustee making such sale shall receive the proceeds of the sale and shall apply the same as provided below. Payment of the purchase price to Trustee shall satisfy the liability of the purchaser at any such sale of the Property, and such person shall not be bound to look after the application of the proceeds.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, (2) vacate the

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(Continued)

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Property immediately upon the demand of Lender, or (3) if such tenant refuses to surrender possession of the Property upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Grantor expressly waives all damages sustained by reason thereof.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshaled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Trustee may convey all or any part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty. Grantor waives all requirements of appraisal, if any. The affidavit of any person having knowledge of the facts to the effect that proper notice as required by the Texas Property Code was given shall be prima facie evidence of the fact that such notice was in fact given. Recitals and statements of fact in any notice or in any conveyance to the purchaser or purchasers of the Property in any foreclosure sale under this Deed of Trust shall be prima facie evidence of the truth of such facts, and all prerequisites and requirements necessary to the validity of any such sale shall be presumed to have been performed. Any sale under the powers granted by this Deed of Trust shall be a perpetual bar against Grantor, Grantor's heirs, successors, assigns and legal representatives.

Proceeds. Trustee shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the lien, posting for sale, selling, or releasing the Property, (b) then to Lender the full amount of the indebtedness, (c) then to any amount required by law to be paid before payment to Grantor, and (d) the balance, if any, to Grantor.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as Lender's attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. In the event of foreclosure of this Deed of Trust, Lender shall be entitled to recover from Grantor Lender's reasonable attorneys' fees and actual disbursements that Lender necessarily incurs in pursuing such foreclosure.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other lienholder of the Property of the commencement of a foreclosure proceeding or of the commencement of any other action to which Lender may avail itself as a remedy, except to the extent required by applicable law or by written agreement.

Trustee. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Substitute Trustee. Lender, at Lender's option, from time to time, and more than once, may appoint in writing a successor or substitute trustee, with or without cause, including the resignation, absence, death, inability, refusal or failure to act of the Trustee. The successor or substitute trustee may be appointed without ever requiring the resignation of the former trustee and without any formality except for the execution and acknowledgment of the appointment by the beneficiary of this Deed of Trust. The successor or substitute trustee shall then succeed to all rights, obligations, and duties of the Trustee. This appointment may be made on Lender's behalf by the President, any Vice President, Secretary, or Cashier of Lender.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

REFINANCING. The Note secured hereby constitutes a renewal, extension, and rearrangement, but not a novation or discharge of certain existing debts described as A Promissory Note dated May 29, 2012 in the amount of \$250,000.00 executed by Jony Don Artho payable to Happy State Bank and the liens securing same covering the Property recorded under/at Deed of Trust recorded under Clerk's File No. 2012010162 Official Public Records Randall County Texas of the real property records of Randall County, Texas (such debt and lien instruments called the "Existing Lien Instruments"). Grantor acknowledges and agrees that Grantor is legally obligated and primarily liable regarding the Existing Lien Instruments and that such Existing Lien Instruments are valid and subsisting liens and security interests in and to the Property. To the extent that any such Existing Lien Instrument related to work on or improvements to the Property, Grantor represents and warrants that such work has been fully completed and accepted by Grantor and was begun after the applicable Existing Lien Instruments were executed, delivered and recorded. The liens and security interests of the Existing Lien Instruments are hereby ratified, renewed, extended, and carried forward by this Deed of Trust in full force and effect as security for the indebtedness, regardless of whether same are released of record, with Beneficiary being fully subrogated and entitled to all of the liens, security interests, rights, powers, and equities of the Existing Lien Instruments. The liens and security interests created by this Deed of Trust shall relate back to and be effective as of the effective date of the Existing Lien Instruments. A foreclosure under this Deed of Trust shall operate as a foreclosure under the Existing Lien Instruments. Nothing herein shall be construed to impact or discharge the Existing Lien Instruments. To the extent that the terms of the Existing Lien Instruments may conflict with or be inconsistent with this Deed of Trust, the terms of this instrument shall control.

FUTURE ADVANCE CLAUSE. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon. Grantor hereby absolutely assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as

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DEED OF TRUST
(Continued)

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Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Marginal. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust 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 Deed of Trust 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 Deed of Trust occurred in Randall County, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Randall County, State of Texas.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Sovereignty. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstances, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstances. If possible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Happy State Bank, and its successors and assigns.

Borrower. The word "Borrower" means JERRY ARTHO and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-489 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the Indebtedness described in the Existing Liens provision of this Deed of Trust.

Grantor. The word "Grantor" means JERRY ARTHO.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Happy State Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated July 28, 2013, in the original principal amount of \$1,000,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

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(Continued)

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Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property. The word "Rents" shall also mean all "Rents" as defined in Chapter 64 of the Texas Property Code.

Trustee. The word "Trustee" means PLA Services, Inc., whose address is 701 S TAYLOR, Suite 501, AMARILLO, TX 79101 and any substitute or successor trustee.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

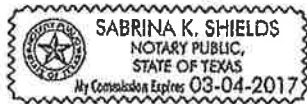
GRANTOR:

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

INDIVIDUAL ACKNOWLEDGMENT


STATE OF Texas)
COUNTY OF Randall) ss

This instrument was acknowledged before me on August 08 2013 by JERRY ARTHO A/K/A JERRY D. ARTHO A/K/A JERRY DON ARTHO.




Notary Public, State of Texas

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FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
 Renee Cathers
2813015425
08/18/2013 01:16 PM
Fee: 48.00
Renee Cathers, County Clerk
Randall County, Texas
DT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED OF TRUST

RECORDATION REQUESTED BY:

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

2013015431 DT Total Pages: 7

WHEN RECORDED MAIL TO:

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

SEND TAX NOTICES TO:

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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

THIS DEED OF TRUST is dated July 29, 2013, among JERRY ARTHO, whose address is PO BOX 7, BUSHLAND, TX 79012 ("Grantor"); Happy State Bank, whose address is Canyon Branch, 1908 4th Avenue, P.O. Box 1, Canyon, TX 79015 (referred to below sometimes as "Beneficiary"); and PLA Services, Inc., whose address is 701 S TAYLOR, Suite 501, AMARILLO, TX 79101 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the real property, including without limitation such rights as Grantor may have in all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Randall County, State of Texas:

The Northeast One-Quarter (NE/4) of Section One (1), Block Z-5, BSF Survey, Randall County, Texas

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise. However, this Deed of Trust shall not secure, and the "indebtedness" shall not include, any obligations arising under Subchapters E and F of Chapter 342 of the Texas Finance Code, as amended.

REVOLVING LINE OF CREDIT. This Deed of Trust secures the indebtedness including, without limitation, a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note.

Grantor hereby absolutely assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

PURPOSE OF LOAN. The Note in the amount of \$1,000,000.00 represents, in part or in whole, cash or other financial accommodations advanced or committed by Lender to Grantor on July 29, 2013 at Grantor's request, of which Grantor hereby acknowledges receipt.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or



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should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stippling of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Grantor and of which Grantor has informed Lender in writing prior to Grantor's signing of this Deed of Trust.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and Lender's reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender, with losses made payable to Lender. GRANTOR MAY FURNISH THE REQUIRED INSURANCE WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TEXAS. If Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may, but shall not be required to, do so at Grantor's expense, and the cost of the insurance will be added to the indebtedness. If any such insurance is procured by Lender, Grantor will be so notified, and Grantor will have the option of furnishing equivalent insurance through any insurer authorized to transact business in Texas. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

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LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures paid by Lender for such purposes will then bear interest at the Note rate from the date paid by Lender to the date of repayment by Grantor. To the extent permitted by applicable law, all such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions relating to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expense incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Grantor a release of this Deed of Trust lien and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real and the Personal Property. However, it is agreed that the payment of all the indebtedness and performance of such obligations shall not terminate this Deed of Trust unless the liens and interests created hereby are released by Lender by a proper recordable instrument. Any filing fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust 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 Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

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Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust 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.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor'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 Grantor.

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 Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor 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.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

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.

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

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender may declare the unpaid principal balance of the Indebtedness due and payable. In no event will Grantor be required to pay any unearned interest.

Foreclosure. If Lender invokes the power of sale, Trustee, at the request of Lender, may sell all or any portion of the Property at public auction to the highest bidder for cash at the location within the courthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the courthouse, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, after the Trustee or its agent has given notice of the time and place of sale and of the property to be sold as required by the Texas Property Code, as then amended.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. As additional security for the payment of the Indebtedness, Grantor hereby assigns to Lender all Rents as defined in the Definitions section of this Deed of Trust. Lender shall have the right at any time, and even though no Event of Default shall have occurred under this Deed of Trust, to collect and receive the Rents. Lender shall provide any notice required by applicable law with regard to such enforcement of its right to collect and receive the Rents. In addition, if the Property is vacant, Lender may rent or lease the Property. Lender shall not be liable for its failure to rent the Property, to collect any Rents, or to exercise diligence in any matter relating to the Rents; Lender shall be accountable only for Rents actually received. Lender neither has nor assumes any obligation as lessor or landlord with respect to any occupant of the Property. Rents so received shall be applied by Lender first to the remaining unpaid balance of the Indebtedness, in such order or manner as Lender shall elect, and the residue, if any, shall be paid to the person or persons legally entitled to the residue.

Trustee's Powers. Grantor hereby jointly and severally authorizes and empowers Trustee to sell all or any portion of the Property together or in lots or parcels, as Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such Property good and sufficient deeds of conveyance of fee simple title, or of lessor estates, and bills of sale and assignments, with covenants of general warranty made on Grantor's behalf. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Property to be sold at such sale. The Trustee making such sale shall receive the proceeds of the sale and shall apply the same as provided below. Payment of the purchase price to Trustee shall satisfy the liability of the purchaser at any such sale of the Property, and such person shall not be bound to look after the application of the proceeds.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, (2) vacate the Property immediately upon the demand of Lender, or (3) if such tenant refuses to surrender possession of the Property upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Grantor expressly waives all damages sustained by reason thereof.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Trustee may convey all or any part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty. Grantor waives all requirements of appraisal, if any. The affidavit of any person having knowledge of the facts to the effect that proper notice as required by the Texas Property Code was given shall be prima facie evidence of the fact that such notice was in fact given. Recitals and statements of fact in any notice or in any conveyance to the purchaser or purchaser of the Property in any foreclosure sale under this Deed of Trust shall be prima facie evidence of the truth of such facts, and all prerequisites and requirements necessary to the validity of any such sale shall be presumed to have been performed. Any sale under the powers granted by this Deed of Trust shall be a perpetual bar against Grantor, Grantor's heirs, successors, assigns and legal representatives.

Proceeds. Trustee shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the lien, posting for sale, selling, or releasing the Property, (b) then to Lender the full amount of the Indebtedness, (c) then to any amount required by law to be paid before payment to Grantor, and (d) the balance, if any, to Grantor.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as Lender's attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law. In the event of foreclosure of this Deed of Trust, Lender shall be entitled to recover from Grantor Lender's reasonable attorneys' fees and actual disbursements that Lender necessarily incurs in pursuing such foreclosure.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other lienholder of the Property of the commencement of a foreclosure proceeding or of the commencement of any other action to which Lender may avail itself as a remedy, except to the extent required by applicable law or by written agreement.

Trustee. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Substitute Trustee. Lender, at Lender's option, from time to time, and more than once, may appoint in writing a successor or substitute trustee, with or without cause, including the resignation, absence, death, inability, refusal or failure to act of the Trustee. The successor or substitute trustee may be appointed without ever requiring the resignation of the former trustee and without any formality except for the execution and acknowledgment of the appointment by the beneficiary of this Deed of Trust. The successor or substitute trustee shall then succeed to all rights, obligations, and duties of the Trustee. This appointment may be made on Lender's behalf by the President, any Vice President, Secretary, or Cashier of Lender.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

REFINANCING. The Note secured hereby constitutes a renewal, extension, and rearrangement, but not a novation or discharge of certain existing debts described as A Promissory Note dated May 29, 2012 in the amount of \$250,000.00 executed by Jerry Artho payable to Happy State Bank and the liens securing same covering the Property recorded under/for Deed of Trust recorded under Clerk's Filing Number 2012D10161 Official Public Records Randall County Texas, of the real property records of Randall County, Texas (such debt and lien instruments called the "Existing Lien Instruments"). Grantor acknowledges and agrees that Grantor is legally obligated and primarily liable regarding the Existing Lien Instruments and that such Existing Lien Instruments are valid and subsisting liens and security interests in and to the Property. To the extent that any such Existing Lien Instrument related to work on or improvements to the Property, Grantor represents and warrants that such work has been fully completed and accepted by Grantor and was begun after the applicable Existing Lien Instruments were executed, delivered and recorded. The liens and security interests of the Existing Lien Instruments are hereby ratified, renewed, extended, and carried forward by this Deed of Trust in full force and effect as security for the indebtedness, regardless of whether same are released of record, with Beneficiary being fully subrogated and entitled to all of the liens, security interests, rights, powers, and equities of the Existing Lien Instruments. The liens and security interests created by this Deed of Trust shall relate back to and be effective as of the effective date of the Existing Lien Instruments. A foreclosure under this Deed of Trust shall operate as a foreclosure under the Existing Lien Instruments. Nothing herein shall be construed to impact or discharge the Existing Lien Instruments. To the extent that the terms of the Existing Lien Instruments may conflict with or be inconsistent with this Deed of Trust, the terms of this instrument shall control.

FUTURE ADVANCE CLAUSE. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon. Grantor hereby absolutely assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust 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 Deed of Trust 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 Deed of Trust occurred in Randall County, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Randall County, State of Texas.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.



DEED OF TRUST
(Continued)

Loan No: 5757B

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Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waive Jury. All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Happy State Bank, and its successors and assigns.

Borrower. The word "Borrower" means JERRY ARTHO and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"); the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"); the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means JERRY ARTHO.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Happy State Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated July 29, 2013, in the original principal amount of \$1,000,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement, NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.


Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property. The word "Rents" shall also mean all "Rents" as defined in Chapter 64 of the Texas Property Code.

Trustee. The word "Trustee" means PLA Services, Inc., whose address is 701 S TAYLOR, Suite 501, AMARILLO, TX 79101 and any substitute or successor trustee.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X 
JERRY ARTHO AKA JERRY D. ARTHO AKA
JERRY DON ARTHO



Loan No: 57578

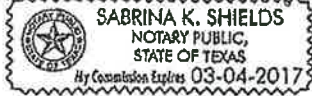
DEED OF TRUST
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT


STATE OF Texas)
COUNTY OF Randall) SS

This instrument was acknowledged before me on August 8th, 2013 by JERRY ARTHO A/K/A JERRY D. ARTHO A/K/A JERRY DON-ESTER



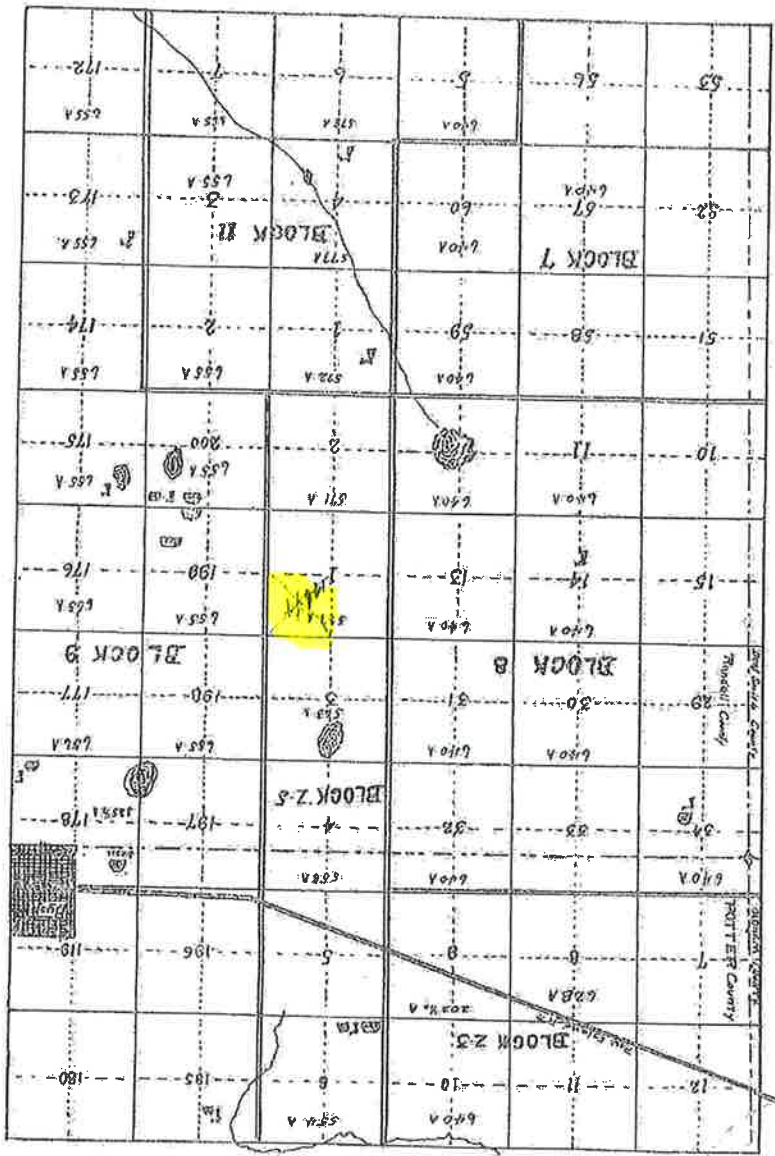
Sabrina K. Shields
Notary Public, State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



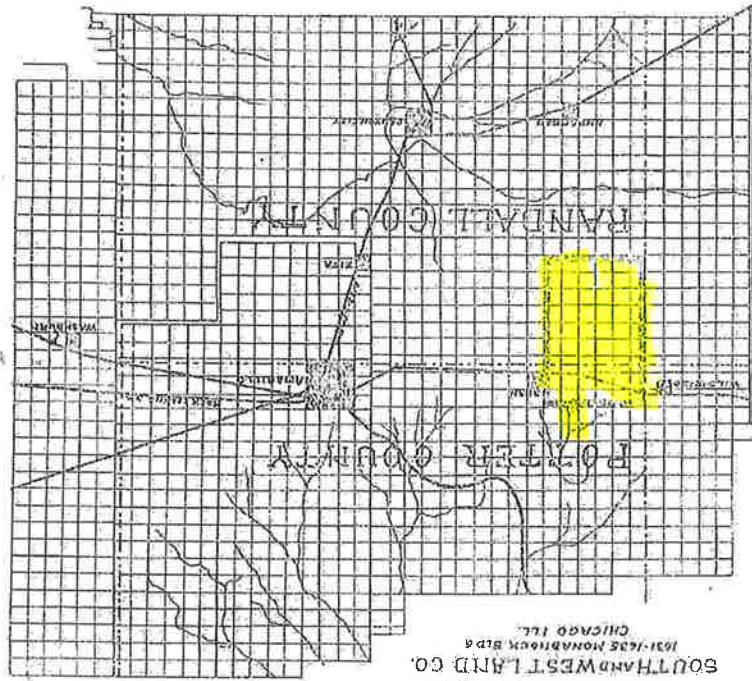
Renee Calhoun

2013015431
08/16/2013 01:10 PM
Fee: 40.00
Renee Calhoun, County Clerk
Randall County, Texas
DT



PLAT OF LANDS
 SOUTH AND WEST LAND CO.
 1833 MONROE BUILDING
 CHICAGO
 1833 278

(2)



RANDALL and POTTER COUNTIES-TEXAS
PART OF LANDS OF THE
SOUTHWEST LAND CO.
1931-1935 NONADJACENT BLD 8
CHICAGO ILL.

Abstract of Title

TO
North East QUARTER (NE 1) OF SECTION *One* (1)
 BLOCK *2-5* (), *Randall* COUNTY, TEXAS.

NOTE 1. In this abstract we include the source of title to certain lands, in all 21,180 6/10 acres, some of same being situated partially in Deaf Smith, Oldham, Potter and Randall counties, some partially in Potter and Randall counties, some altogether in Potter county and some altogether in Randall county; all contiguous in said state, said lands, describing them as by county, location, section, block and acreage, being as follows:

- | | | | |
|---|-------|---------|----------|
| 1. Lands partially situated in Deaf Smith, Oldham, Potter & Randall coun- | Block | Section | Acreage. |
| ties | 8 | 34 | 640 |

Abstract of Title

TO
North East QUARTER (W. 1) OF SECTION *One* (1)
 BLOCK *2, 5* (), *Assessable* COUNTY, TEXAS.

NOTE 1. In this abstract we include the source of title to certain lands, in all 21,180 6/10 acres, some of same being situated partially in Deaf Smith, Oldham, Potter and Randall counties, some partially in Potter and Randall counties, some altogether in Potter county and some altogether in Randall county; all contiguous in said state, said lands, describing them as by county, location, section, block and acreage, being as follows:

| | Block | Section | Acreage. |
|---|-------|---------|----------|
| 1. Lands partially situated in Deaf Smith, Oldham, Potter & Randall counties..... | 8 | 31 | 640 |
| 2. | 8 | 32 | 640 |
| 3. Lands partially situated in Potter & Randall counties, W. 1/2..... | 25 | 4 | 658 |
| 4. | 0 | 178 | 325 1/2 |
| 5. North of C. O. & G., now R. L. R. R..... | 23 | 8 | 628 |
| 6. Lands entirely situated in Potter county..... | 23 | 9 | 202 1/10 |
| 7. | 23 | 10 | 640 |
| 8. | 25 | 6 | 554 |
| 9. | 25 | 1 | 567 |
| 10. | 25 | 2 | 571 |
| 11. | 25 | 3 | 563 |
| 12. | 7 | 57 | 640 |
| 13. All except N. E. 1/4 | 7 | 59 | 480 |
| 14. | 8 | 11 | 640 |
| 15. | 8 | 12 | 640 |
| 16. | 8 | 13 | 640 |
| 17. | 8 | 14 | 640 |
| 18. | 8 | 30 | 640 |
| 19. | 8 | 31 | 640 |
| 20. | 9 | 172 | 655 |
| 21. Lands entirely situated in Randall county..... | 9 | 173 | 655 |
| 22. | 9 | 174 | 655 |
| 23. | 9 | 175 | 655 |
| 24. | 9 | 176 | 655 |
| 25. | 9 | 177 | 655 |
| 26. | 9 | 198 | 655 |
| 27. | 9 | 199 | 655 |
| 28. | 9 | 200 | 655 |
| 29. | 11 | 1 | 575 |
| 30. | 11 | 2 | 655 |
| 31. | 11 | 3 | 655 |
| 32. | 11 | 4 | 577 |
| 33. | 11 | 5 | 640 |
| 34. | 11 | 6 | 579 |
| 35. | 11 | 7 | 655 |

NOTE 2. Referring to acts of Congress of the Republic of Texas, affecting lands above mentioned, we note the following:

a. Act of Congress of date Dec. 22nd, 1830, passed over president's veto, creating a general land office under control of an officer to be designated Commissioner of General Land office, Republic of Texas; Vol. 1, Laws of 1830-7.

b. Act to reduce into one and amend the acts relating to the establishment of a general land office, approved Dec. 16, 1837. Sec. 26, declares that all vacant lands in Texas, the property of the republic, and subject alone to disposition by the government of same.

NOTE 3. Referring to joint resolution of Congress of the United States, approved March 1st, 1845, and the joint resolution of Congress of the republic of Texas, assenting to same, approved June 23rd, 1845, we note the following:

Said state when admitted into the Union; * * * * * shall also retain all the vacant and unappropriated public land, lying within its limits to be applied to the payment of the debts and liabilities of said republic of Texas, and the residue of said lands after discharging said debts and liabilities to be disposed of as said state may direct.

NOTE 4. Referring to Acts of the Legislature of Texas affecting above lands we note the following:

a. Session Laws. Texas session year 1846, p. 169, creating general land office at seat of government under control of an officer known as Commissioner of General Land office, where all land titles shall be registered, authorizing seal for such office and directing that all patents issue under the seal of state and of general land office over the signature of the governor and countersigned by such commissioner. Approved May 5, 1846.

b. Act of Texas session laws, 1853-4, chapter 15, approved January 30th, 1854, authorizes commissioner of general land office to issue in favor of any railroad which has built 25 miles of road within

Texas certificates entitling such road to 10,240 acres per mile, each certificate entitling such railroad to 640 acres to be located by it on any vacant lands in state and directing that so often as a location is made such railroad shall cause 2 sections of 640 acres to be surveyed, the odd numbered section to be the property of the railroad and the even numbered section to be the property of the state for its school fund.

c. Session laws of Texas, year 1874, chapter 122: an Act to improve the navigation of the Sabine-Naches & Angelina Rivers & Pine Island Bayou, authorizes and directs commissioner of General land office to issue to each contractor eight (8) certificates for each mile of work done, certificates same as in note b, ante.

d. Art. 3,959, Civil Laws of Texas, 1895, directs commissioner of general land office to issue patents to assignee of land certificates issued in conformity to law.

e. Art. 3,976, Civil Laws of Texas, 1895. Should purchaser fail to comply with terms of purchase lands are forfeited to state and may be resold.

f. Art. 7, Sec. 6, Constitution of Texas. Vests all vacant lands declared to be for use of schools in Commissioners' court for each county, with full power to provide for protection, preservation and disposition of all lands granted to each county for use of schools; sales to be made by commissioner of general land office.

g. Art. 4,218d, Civil Laws of Texas, 1888, directs commissioner general land office to classify lands and fix price.

h. Art. 4,218e, Civil Laws of Texas, 1897, chap. 129, authorizes commissioner general land office to reclassify school lands when directed to do so by Commissioners' court for county in which lands are situated or upon any other evidence to him satisfactory.

i. Art. 4,218f, Laws 1879, chap. 129, authorizes purchase of 4 sections in all, by any one party, and on proof of three (3) years occupancy on one section, directs commissioner of general land office to issue patents for all 4 sections upon payment of fees and directs that grazing lands shall be sold at \$1.00 per acre.

j. Art. 2,852, Civil Laws of Texas, 1888, all property acquired by either husband or wife during the marriage, shall be deemed the common property of husband and wife, and during coverture may be disposed of by the husband alone.

k. Art. 560, Civil Laws of Texas, 1888, homestead shall not be sold and conveyed by owner (if married), without consent of wife, testified by her signing and acknowledging deed.

l. Art. 4,294, Civil Laws of Texas, 1888, county clerks of the several counties shall be the recorders for their respective counties.

Records of commissioners' court for Potter county, special session held September 2nd, 1897, at court house of said county; all commissioners present. Court under the powers vested in it by act of Texas, Secs. g and h, Note 4, ante, recommended the commissioner of general land office to re-classify the hereinafter mentioned school lands, changing same from agricultural to grazing lands, to wit: Lands Numbered 1, 2, 3, 4, 5, 7 & 8, Note 1, ante, and other lands not now in question, Vol. 2, p. 146 et seq. Minutes of Commissioners' court.

NOTE. Classification records of county show that commissioner of general land office classified school lands as above directed.

- | | | |
|---|---|---|
| 2 | <p><i>The State of Texas by Commissioner of General Land Office</i> to <i>J. D. Weller.</i></p> | <p>Award card, date June 16, 1900. Consideration, compliance with provisions of Act of Texas, Sec. f, Note 4, ante. Recorded June 19th, 1900, Vol. 1, page 95, classification records, Potter county. Conveys lands in No. 1, Note 1, ante.</p> |
| 3 | <p><i>John J. Terrell</i> to <i>J. D. Weller.</i></p> | <p>Certificate of proof of occupancy, file 61,391 under statute of Texas, Sec. i, Note 4, ante, date April 23, 1904. Filed for record on 25th May, and recorded June 27th, 1904, page 589, Vol. 18 of records of Potter county, and filed for record on 7th July, recorded 13th Sept., 1904, Vol. 10, p. 438; deed records, Randall county. Affects lands Number 1, Note 1, ante.</p> |
| 4 | <p><i>J. D. Weller & Minnie A. (wife)</i> to <i>J. D. McCutcheon.</i></p> | <p>Quit claim deed, date Sept. 28, 1904. Consideration \$2,000 and assumption of balance of purchase money due state. Recorded October 8th, 1904, Vol. 21, p. 56, deeds record Potter county, and on October 14, 1904, in Vol. 10, p. 457, deed records, Randall county. Conveys lands in No. 1, Note 1, ante.</p> |
| 5 | <p><i>J. D. McCutcheon & Caro H. (wife)</i> to <i>Z. W. Whitehead.</i></p> | <p>Special warranty deed, date April 27th, 1906. Consideration \$4,160.00 & assumption of 39/40ths of debt due state of Texas. Recorded June 7, 1906, Vol. 25, p. 78, deed record Potter county, and on August 23rd, 1906, Vol. 13, p. 263, deed records, Randall county. Conveys lands in No. 1, Note 1, ante.</p> |

- 6 *Z. W. Whitehead*
to
*Ray Wheatley, trustee for Amari-
llo Bank & Trust Co.* Deed of trust, date May 3rd, 1906.
Consideration \$10.00, and to secure one certain note for \$2,000
given by grantor to Trust Co., dated May 2, 1906, and payable in
six (6) months, with interest at 10% per annum.
Recorded June 7, 1906, Vol. 6, p. 245, deed trust records, Potter
county.
Conveys lands as in No. 1, Note 1, ante.
- 7 *Z. W. Whitehead*
to
James E. Wilson. Special warranty deed, date October 30th, 1906.
Consideration \$5,248.00 and assumption of 39/40ths original
purchase money due state of Texas.
Recorded November 2, 1906, Vol. 31, p. 20, deed records, Potter
county, and on Nov. 14th, 1906, Vol. 13, p. 406, deed record, Randall county.
Conveys land as in No. 1, Note 1, ante.
- 8 *Amarillo Bank & Trust Co.*
to
Z. W. Whitehead. Release of deed of trust, date November 13th, 1906.
Consideration full payment of note mentioned in No. 6, ante.
Recorded November 13th, 1906, Vol. 26, p. 607, deed records,
Potter county.
Conveys lands in No. 1, Note 1, ante.
- 9 *James E. Wilson*
to
Lafayette Sult. Special warranty deed, retaining vendor's lien, date Dec. 3, 1906.
Consideration \$5,050, cash, and two vendor's lien notes; one for
\$450 due on or before Jan. 1st, 1907, and one for \$900 due on or
before Sept. 1st, 1907, and 10% interest from maturity, contain-
ing usual maturity and attorney fee clauses, each payable to James E. Wilson, and further assumption
by grantee of 39/40ths of debt due state of Texas.
Recorded Dec. 18th, 1906, Vol. 32, p. 60, deed records, Potter county.
Conveys lands in No. 1, Note 1, ante.
- 10 *Lafayette Sult & Harriett C.*
(wife)
to
J. M. Neely. Warranty deed, date May 20th, 1907.
Consideration \$8,650.00, and assumption of 39/40ths of purchase
money of \$1.00 per acre due state of Texas.
Recorded May 20th, 1907, Vol. 31, p. 569, deed records, Potter
county.
Conveys No. 1, Note 1, ante.
- 11 *J. M. Neely*
to
*J. L. Smith, trustee for Lafay-
ette & Harriett C. Sult.* Deed of trust, date May 20th, 1907. Consideration \$6,000, two
notes payable 12 and 24 months from date, respectively, with
interest at 8% to maturity, and after at 10% per annum.
Recorded May 20, 1907, Vol. 7, pp. 530-2, trust deed records,
Potter county.
Conveys lands No. 1, Note 1, ante.
- 12 *James E. Wilson*
to
Lafayette Sult. Release of vendor's lien, date Sept. 3, 1907. Consideration, full
payment of notes in No. 9, ante.
Recorded Sept. 3rd, 1907, Vol. 30, pp. 530-3, deed records,
Potter county.
Release land No. 1, Note 1, ante.
- 13 *State of Texas, by commissioner
general land office.*
to
T. D. Lipscomb. Award cards. Consideration under Sec. i, Note 4, ante. Lands
and dates of cards as follows:
No. 2 of Note 1, ante, being Sec. 32, Block 8, date Feb. 23, 1898,
recorded Vol. 1, p. 44, classification record, Potter county.
No. 3 of Note 1, ante, being Sec. 4, Block 25, date Feby. 23, 1898,
recorded Vol. 1, p. 95, classification records, Randall county.
No. 7 of Note 1, ante, being Sec. 10, Block 23, date Feby. 23, 1898, recorded Vol. 1, p. 48, classifica-
tion records, Potter county.
Note. The classification records of Potter county show Sec. 10, Block 23, to have been entered by
one C. H. Rowland, Feby. 3, 1894, which entry for non-payment of interest was forfeited Feby. 20th,
1897, leaving lands open for re-entry. See Sec. e, Note 4, ante.
- 14 *State of Texas, by commissioner
general land office.*
to
J. M. Lanier. Award card, date October 18th, 1897. Consideration under
Sec. i, Note 4, ante.
Recorded Vol. 1, page 29, classification records, Potter county.
Conveys No. 8, Note 1, and other lands not now in question.
- 15 *J. M. Lanier*
to
T. D. Lipscomb. Quit claim deed, date Febr. 12th, 1898. Consideration \$100.00.
Recorded Feby. 21st, 1898, Vol. 12, p. 360, deed record Potter
county.
Conveys lands as in No. 8, Note 1, ante.

- 16 *State of Texas, by commissioner
general land office,
to
C. H. Stevens.* Award card, date May 18th, 1892. Consideration compliance with Sec. i, Note 4, ante.
Recorded Vol. 1, p. 30, classification record, Potter county.
Awards No. 5, Note 1, ante.
- 17 *C. H. Stevens
to
A. D. Hill.* Quit claim deed, date January 3rd, 1893. Consideration \$60.00, and assumption of obligations due state of Texas.
Recorded Feb. 21st, 1893, Vol. 11, p. 313, deed record, Potter county.
Conveys No. 5, Note 1, ante.
- 18 *State of Texas, by commissioner
general land office,
against
C. H. Stevens.* Forfeiture under Sec. e, Note 4, ante, for non-payment, date August 1st, 1893.
Recorded Vol. 1, p. 30, classification record, Potter county.
Affects lands at No. 5, Note 1, ante.
- 19 *State of Texas, by commissioner
general land office,
to
J. W. McElroy.* Award card, date March 23rd, 1898. Consideration, compliance with Sec. i, Note 4, ante.
Conveys lands as in No. 5, Note 1, ante.
Note. It appears by entry in Vol. 1, p. 30, classification records, Potter Co., that J. W. McElroy's interest was forfeited to state of Texas, Oct. 26th, 1899, for non-payment.
- 20 *State of Texas, by commissioner
of general land office,
to
L. J. Bolton.* Award card, date August 3rd, 1898. Consideration compliance with Sec. i, Note 4, ante.
Recorded classification records, Randall county, Vol. 1, page 40.
Conveys lands No. 4, Note 1, ante.
- 21 *L. J. Bolton
to
T. L. Lipscomb.* Quit claim deed, date Sept. 4th, 1898. Consideration \$250.00.
Recorded Sept. 6, 1899, book 7, deed records, Randall county, pp. 18-19.
Conveys lands as in No. 4, Note 1, ante.
- 22 *State of Texas, by commissioner
general land office,
to
T. L. Lipscomb.* Award card, date Nov. 1st, 1899. Consideration, compliance with Sec. i, Note 4, ante.
Record Vol. 1, p. 30, classification records, Potter Co.
Conveys lands as in No. 5, Note 1, ante.
- 23 *T. D. Lipscomb & M. I. Lips-
comb (wife), & T. L. Lips-
comb,
to
A. C. Curtis & J. M. Neely.* Bond for deed, date Feby. 15th, 1900. Consideration \$4,000.
Recites payment by grantees of \$3,400.00, and provides for grantors proving up by Nov. 19, 1900, of occupancy under the laws of Texas.
Recorded Jany. 20th, 1902, Vol. 14, pp. 612-3, deed records, Potter Co.
Affects lands in Nos. 2, 3, 4, 5, 7 & 8, Note 1, ante.
- 24 *T. D. Lipscomb
to
A. W. Jackson.* Quit claim deed, date April 17th, 1900. Consideration \$1,000.
Recorded April 17th, 1900, Vol. 13, p. 314, deed record, Potter county.
Conveys lands in No. 2, 3, 7 & 8, Note 1, ante, and other lands not now in question.
- 25 *A. W. Jackson & Ollie (wife)
to
J. M. Neely.* Quit claim deed, date August 28th, 1901. Consideration \$2,400.00.
Recorded August 29th, 1901, Vol. 14, pp. 332-3, deed records, Potter county.
Conveys lands in No. 2, 3, 7 & 8, of Note 1, ante, and other lands not now in question.
- 26 *John J. Terrell, commissioner
general land office,
to
A. W. Jackson.* Certificate of proof of occupancy, No. 2,891, required by law, Sec. i, Note 4, ante, date October 11th, 1906.
Recorded Nov. 6, 1907, Vol. 33, p. 619, deed records, Potter county.
Affects lands in No. 2, Note 1, ante.
- 27 *J. M. Neely & T. C. Neely
(wife)
to
Neydon Moore.* Note. Proof of occupancy above was also allowed for 2 additional sections, to wit: 3 & 8, Note 1, ante, under law Sec. i, Note 4, ante.
Quit claim deed, date May 18th, 1903. Consideration \$4,000.
Recorded Vol. 10, page 420, deed records, Potter county.
Conveys lands in No. 2, Note 1, ante, and other lands not now in question.

- 28 T. L. Lipscomb
to
A. C. Curtis. Quit claim deed, date July 5th, 1901. Consideration \$1,000.00.
Recorded Aug. 27th, 1901, Vol. 14, p. 327, deed record, Potter
county.
Conveys lands as in Nos. 4 & 5, Note 1, ante.
- 29 A. C. Curtis & Minnie W. (wife)
to
Choctaw, Oklahoma & Texas
Railway. Quit claim deed, date April 2nd, 1903. Consideration \$145.87.
Recorded May 25th, 1904, Vol. 18, p. 529-30, deed record,
Potter county.
Conveys a strip of land 100 feet wide, being 50 feet each side of
the centre line of said route over, across and through land No. 5 of
Note 1, ante.
- 30 Neylon Moore
to
A. C. Curtis. Quit claim deed, date May 18th, 1903. Consideration \$5,000.
Recorded Sept. 30, 1903, Vol. 18, p. 55, deed records, Potter
county.
Conveys lands in No. 2 of Note 1, ante, and other lands not now
in question.
- 31 A. C. Curtis & Minnie (wife).
to
R. C. Neely. Quit claim deed, date Dec. 12th, 1906. Consideration \$8,000
and assumption of 39/40ths of purchase money due state.
Recorded Jan. 4, 1907, in Vol. 27, p. 229, deeds records, Potter
county.
Conveys lands in No. 2 and West half of No. 3 of Note 1, ante, and other lands not now in question.
- 32 John J. Terrell, commissioner of
general land office,
to
T. L. Lipscomb. Proof of occupancy under law Sec. i, Note 4, ante, date July 29th,
1905.
Recorded July 31st, 1905, Vol. 21, p. 527, deed records, Potter
county.
Affects lands in No. 4 & 5, Note 1, ante.
- 33 A. C. Curtis, Minnie (wife),
to
J. M. Neely. Quit claim deed, date Dec. 12th, 1906. Consideration \$20,000.
Recorded Jany. 4, 1907, in Vol. 27, p. 231, deed records, Potter
county.
Conveys lands, East 1/2 No. 3, Note 1, ante; No. 4, Note 1, ante,
& No. 5, Note 1, ante.
- 34 State of Texas, by commissioner
general land office,
to
Texas & New Orleans R. R. Co.
(Texas division). Land scrip entitling R. R. Co. to locate 640 acres of land under
Sec. b, Note 4, ante, date May 1st, 1867.
Recorded in general land office, certificate 30/478.
Affects lands as in No. 6, Note 1, ante.
- 35 Texas & New Orleans R. R. Co.
(Texas division)
to
Harry L. Crane. Assignment of land, scrip No. 34, ante. Consideration valuable,
date 1st July, 1867; located on No. 6, Note 1, ante; survey made
January 19th, 1876.
Recorded in general land office, Aug. 12th, 1876.
- 36 State of Texas, Richard Coke,
governor, I. J. Groos, com-
missioner general land office
(under seal of state & land
office),
to
Harry L. Crane. Patent, date August 12, 1876. Consideration compliance with
terms of Sec. b, Note 4, ante.
Recorded February 13, 1891, Vol. 1, page 41, patent records,
and Vol. 2, page 90, deed records, Potter county, Texas.
Conveys lands as in No. 6, Note 1, ante, and other lands not now
in question.
- 37 Harry L. Crane
to
William H. Mills. Deed of trust, date March 19th, 1883. Consideration \$200.00.
Recorded October 16th, 1883, Vol. 2, page 95, deed records, Potter
county.
Conveys lands as in No. 6, Note 1, ante, and other lands not now
in question.
- 38 Sarah A. Dean, W. W. Dean,
Nellie B. Weiler, F. G. Wei-
ler, Maggie D. Picherau, C.
H. Crane, Eva Crane, Katie C.
Petta, H. C. Pettet, A. Pich-
erau, H. L. Crane, Lizzie
Crane, Julia M. Crane, Chas.
W. Crane and Hattie L. Crane,
to
John Y. Mills and William H.
Mills. Warranty deed, date , 188 . Consideration \$1,280.00.
Recorded in office of county clerk, Oldham county, Vol. 3, p. 260,
deed records, Potter county.
Conveys lands as in No. 6, Note 1, ante, and other lands not now
in question.
Note. Acknowledgment defective.

39 *W. H. Mills & J. Y. Mills*
vs.
J. F. Glidden and Henry B. Sanborn. Suit to quiet title, district court of Potter county. Decree entered Sept. 8, 1891, finds that disclaimer of the defendants was filed in this suit March 6th, 1891, and also decrees that plaintiffs have and recover from the defendants the lands as in No. 6, Note 1, ante, describing same by survey and metes and bounds.

Decree recorded, Vol. 1, page 250, minutes District court, Potter county.

Julia M. Crane, widow of Henry L. Crane, Charles W. Crane and Hattie L. Crane, his wife, Harry L. Crane and Lizzie Crane, his wife, of the city of Peoria, Illinois, George N. Crane and Eva Crane, his wife, Kate C. Pettet and H. C. Pettet, her husband, of Chillicothe, Illinois, Sarah E. Dean, W. W. Dean, her husband, Maggie D. Picheran and A. Picheran, her husband, of the city of Lacon, Illinois, Nellie R. Weiler and F. G. Weiler, her husband, of the town of Syracuse, Illinois, only heirs of the late Henry L. Crane. Warranty deed, dated June 10th, 1886. Consideration \$1,280.00. Recites Deed No. 38, ante, that same was defective, that this deed is given to correct No. 38, ante, and to vest the title to land No. 6, Note 1, ante, in grantees. Recorded April 29, 1887, with county clerk, Oldham county, in book 3, p. 282-85, deed records, Potter county.

40 *John Y. Mills and William H. Mills.*

41 *Affidavit of William W. Dean, date 16 Sept., 1901.* That affiant was personally acquainted with Henry L. Crane during his lifetime; that Henry L. Crane died intestate on or about 24th February, 1880, and left him surviving the following heirs, to wit: Julia M. Crane, his widow, Sarah E. Dean, his daughter and wife of W. W. Dean, Charles W. Crane, his son and husband of Hattie L. Crane, Margaret D. Picheran, his daughter and wife of A. Picheran, Catharine Pettet, his daughter and wife of H. C. Pettet, George N. Crane, his son and husband of Eva Crane, Henry L. Crane, his son and husband of Lizzie Crane, Nellie B. Weiler, his daughter and wife of F. G. Weiler, and G. F. Crane, his son, who died without issue, and unmarried, on or about November 12th, 1881, aged 25 years, nine months and one day. That said wife and children were all the heirs left surviving him. That on the 10th June, 1880, each and all of said heirs were over the age of 21 years. Signed by affiant and sworn to before Homer Barney, notary public, Marshall county, Illinois. Recorded Sept. 25th, 1901, Vol. 14, p. 394, deed records, Potter county.

42 *William H. Mills (widower), John Y. Mills (bachelor) to William H. Bush.* Warranty deed, date Sept. 17, 1901. Consideration \$2,000.00. Recorded Sept. 25, 1901, Vol. 14, p. 369, deed records, Potter county. Conveys lands as in No. 6, Note 1, ante, and other lands not now in question.

43 *William H. Bush to J. M. Neely.* Warranty deed, with vendor's lien, date June 15, 1908. Consideration \$3,031²²; cash \$505²², 5 notes dated June 15th, 1908, due on or before June 15th, 1909, 10, 11, 12, int. 8%, payable annually, past due int. to bear int. at 10%, with usual collection clause. Recorded Sept. 18, 1908, Vol. 38, pp. 175-6, deed records, Potter county. Conveys lands as in No. 6, Note 1, ante.

44 *Records of Commissioners' court, Randall county, regular session held at the court house of said county on 14th Sept., 1897; all commissioners present; court under powers vested in it by act of Texas Sec. h, Note 4, ante, recommended that commissioner of general Land office, classify all school lands in county as grazing and that all school lands be placed on the market at \$1.00 per acre, 10% of principal payable on purchase; balance on or before 40 years, interest at 3% affects Nos. 10, 15, 17, 18, 20, 22, 24, 26, 28, 30, 32 and 34, Note 1, ante.*

NOTE. Classification records of county show that commissioner of general land office classified school lands as above directed.

45 *State of Texas, by A. J. Baker, commissioner of general land office. to Mrs. Ellen M. Sanborn.* Award card, date June 15th, 1898. Consideration \$48.00 cash and \$1,872.00 due state of Texas in 40 years, with interest at 3% per annum. Recorded in office of county clerk, Randall county, book 1, classification records, pp. 36 & 39. Conveys lands in Nos. 20, 32 & 34, Note 1, ante.

- 46 *The state of Texas, by Charles Rogan, commissioner general land office,*
to
Mrs. Ellen M. Sanborn. Certificate of proof of occupancy, date August 31st, 1901. Consideration compliance with Sec. i, Note 4, ante. Recorded in office of county clerk, book 7, p. 504, deed record; final proof of occupancy as homestead on No. 32 of Note 1, ante. NOTE. This certificate also draws with it proof as to 20 & 24, Note 1, ante, see Sec. i, Note 4, ante.
- 47 *Mrs. Ellen M. Sanborn joined by husband, H. B. Sanborn,*
to
J. S. Chesnut. Quit claim Deed, date July 31st, 1901. Consideration \$3,750.00. Recorded in office of county clerk, Randall county, Sept. 24th, 1901, book 7, deed records, p. 528. Conveys Nos. 20, 32 & 34 of Note 1, ante.
- 48 *The state of Texas, by A. J. Baker, commissioner general land office,*
to
J. S. Bolton. Award card, date June 22nd, 1898. Consideration \$64.00 cash and \$2,406.00 due state in 40 years, interest 3% per annum. Recorded in office of county clerk, Randall county, book 1 classification records, pp. 37, 38, 39 & 41. Conveys lands as in Nos. 10, 15, 28 and 30 heading, ante.
- 49 *The state of Texas, by Charles Rogan, commissioner of general land office,*
to
J. S. Bolton. Certificate of proof of occupancy, date Aug. 3rd, 1901. Consideration compliance with Sec. i, Note 4, ante. Recorded in office of county clerk, Randall county, Aug. 13th, 1901, book 7, deed records, p. 503. Final proof of occupancy as homestead of No. 28, Note 1, ante. NOTE. This certificate also draws with it compliance with the laws as to occupancy of Nos. 10, 15 and 30 of Note 1, ante. See Sec. i, Note 4, ante.
- 50 *J. S. Bolton and L. B. Bolton (wife),*
to
H. B. Sanborn. Quit claim deed, date Aug. 3rd, 1901. Consideration \$4,212.00. Recorded in office of county clerk, Randall county, Sept. 13, 1902, book 9, deed records, p. 415. Conveys lands as in Nos. 10, 15, 25 & 30 of Note 1, ante.
- 51 *The state of Texas, by A. J. Baker, commissioner general land office,*
to
Mrs. E. J. Tydeman. Award card, date June 15th, 1898. Consideration \$48.00 cash and \$1,872.00 due state of Texas in 40 years, interest at 3% per annum. Recorded in office of county clerk, Randall county, book 1, classification records, pp. 30, 37 & 40. Conveys lands as in Nos. 18, 22, 24 & 26 heading, ante.
- 52 *The state of Texas, by Charles Rogan, commissioner general land office,*
to
Mrs. E. J. Tydeman. Certificate of proof of final occupancy, date Aug. 3rd, 1901. Consideration compliance with Sec. i, Note 4, ante. Recorded in office of county clerk, Randall county, Aug. 13th, 1901, book 7 deed records, p. 504. Final proof of occupancy as homestead of 24 of Note 1, ante. NOTE. This certificate also draws with it compliance with the laws as to occupancy of Nos. 18, 22 & 26 of Note 1, ante.
- 53 *H. B. Sanborn*
to
W. H. Fuqua. Deed of trust, date Sept. 13, 1901. Consideration \$10 cash and as security for payment of one note for \$5,000, payable to 1st Nat'l bank Amarillo, Texas, and due in 60 days from date, viz.: Sept. 13th, 1901. Recorded in office of county clerk, Randall county, January 21, 1902, book 2 deeds of trust, p. 144. Conveys lands as in Nos. 10, 15, 28 & 30, Note 1, ante.
- 54 *First National Bank, Amarillo, Texas, by W. H. Fuqua, President,*
to
H. B. Sanborn. Release of deed of trust, date October 9th, 1902. Consideration full payment of note mentioned in No. 53, ante. Recorded in office of county clerk, Randall county, October 10th, 1902, book 9, deed records, p. 510. Conveys lands as in Nos. 10, 15, 28, & 30, Note 1, ante.
- 55 *H. B. Sanborn & Ellen M. Sanborn, wife,*
to
James E. Wilson. Quit claim deed, date Sept. 16th, 1902. Consideration \$6,744.00. Recorded in office of county clerk, Randall county, October 10th, 1902, book 9, deeds record, p. 514. Conveys lands as in Nos. 10, 15, 28 & 30 Note 1, ante.
- 56 *Mrs. E. J. Tydeman (feme sole)*
to
J. Edgar Wilson. Quit claim deed, date Sept. 15th, 1902. Consideration \$2,298.00. Recorded in office of county clerk, Randall county, October 10th, 1902, book 9 deeds record, p. 517. Conveys lands as in Nos. 22, 24 & 26, Note 1, ante.

57 *J. S. Chesnut and Bettie Chesnut*
(wife)
to
Howard T. Wilson. Quit claim deed, date Sept. 18, 1902.
Consideration \$3,928.00.
Recorded in office of county clerk, Randall county, October 10,
1902, book 9 of deed records, p. 515.
Conveys lands as in Nos. 20, 32 & 34, Note 1, ante.

58 *State of Texas, by commissioner*
of general land office,
to
C. R. Beaty, E. T. Seale and J.
M. Forwood. 13 land scrip certificates issued to grantees under Sec. c, Note
4, ante, date January 8th, 1875.
NOTE. From examination of records in office of commissioner
of general land office, Austin, we find:
1st. That Beaty, Seale and Forwood by valid transfers in
writing each dated Feby. 2nd, 1875, and being for a consideration
of \$100 for each scrip certificate, each transfer being legally acknowledged, transferred the above land
scrip as follows:

To William Cottingham, 4 thereof.
" Edward G. Hudson, 2 thereof.
" John E. Corwith, 4 thereof.
" George B. Hudson, 2 thereof.
" Elam M. McCord, 1 thereof.

2nd. That William Cottingham located the 4 land scrip so transferred to him on Nos. 29, 31, 33
& 35 of Note 1, ante; that said Cottingham on July 5th, 1876, surrendered said Scrip and transfer to
the state; that same was thereupon cancelled and in satisfaction thereof 4 patents in conformity with
laws of Texas, 2 dated on 13th and 2 on 14th Nov., 1876, said patents being numbered respectively
412, 413, 426 and 427 and recorded in Vol. 25 of patents, were made in favor of William Cottingham,
granting to him said lands as in Nos. 29, 31, 33 and 35 of Note 1, ante.

3rd. That Edward G. Hudson located the 2 land scrip so transferred to him on Nos. 13 and 16,
Note 1, ante; that said Hudson on May 18th, 1876, surrendered said scrip and transfer to the state;
that same was thereupon cancelled and in satisfaction thereof 2 patents, numbered respectively 422 &
594, and dated respectively 13th June and 14th Aug., 1876, and recorded in Volumes 23 and 24 of patents in
conformity with laws of Texas were made in favor of Edward G. Hudson granting to him said lands
as in Nos. 13 and 16, Note 1, ante.

4th. That John E. Corwith located the 4 land scrip so transferred to him on Nos. 21, 23, 25 and
27 of Note 1, ante; that said Corwith on Aug. 26th, 1876, surrendered said scrip and transfer to the
state; that same was thereupon cancelled and in satisfaction thereof 4 patents, numbered respectively
157, 160, 163 and 164, and all dated 27th Sept., 1876, and recorded in Vol. 25 of patents, in conformity
with the laws of Texas, were made in favor of John E. Corwith granting to him said lands as in Nos. 21,
23, 25 and 27 of Note 1, ante.

5th. That George B. Hudson located the 2 land scrip so transferred to him on Nos. 12 and 19,
No. 1, ante; that said Hudson on May 15th, 1876, surrendered said scrip and transfer to the state; that
same was therefore cancelled and in satisfaction thereof 2 patents, numbered respectively 413 & 593,
and dated respectively June 13th, and Aug. 14th, 1876, and recorded in Vols. 23 and 24 of patents,
Texas, were made in favor of George B. Hudson, granting to him said lands as in Nos. 12 and 19, in
Note 1, ante.

6th. That Elam M. McCord located the 1 land scrip so transferred to him on No. 14 of Note 1,
ante; that said McCord on July 22nd, 1876, surrendered said scrip and transfer to the state; that same
was thereupon cancelled and in satisfaction thereof 1 patent numbered 420, dated August 14th, 1876,
in conformity with the laws of Texas, was made in favor of Elam M. McCord granting to him said lands
as in No. 14 of Note 1, ante.

X
59 *State of Texas, by commissioner*
general land office,
to
John H. Brooks and James Bur-
leson. 1 land scrip certificate issued to grantee under Sec. c, Note 4,
ante, date January 19th, 1875.

From examination of records in general land office, we find that
James Burleson on January 27th, 1875, for a consideration of \$50.00
legally transferred in writing his interest in this scrip to John H.
Brooks; that John H. Brooks on Feby. 3rd, 1875, for \$100, legally
transferred in writing his interest in this scrip to Edward G. Hudson, who located same on No. 9 of
Note 1, ante; that said scrip and assignments on February 24th, 1876, were duly surrendered to state
and cancelled, and in satisfaction thereof 1 patent, in conformity with the laws of Texas, dated 14th
Nov., 1876, numbered 419, and recorded in Vol. 25 of patents, was made in favor of said Edward Hud-
son, granting to him said lands as in No. 9 of Note 1, ante; said patent being also recorded in office
of county clerk, Randall county, on June 27th, 1877, in book 1J, page 83.

60 *State of Texas, by commissioner*
general land office,
to
Adam Adams, R. C. Beaty &
M. C. Moulton. 1 land scrip certificate issued to grantees under Sec. c, Note 4,
ante, date January 8th, 1875.

NOTE. From an examination in office of commissioner of general
land office, we find that Adams, Beaty and Moulton, by valid
transfer in writing, dated Feby. 2, 1875, for \$160.00, transfer being
legally acknowledged, transferred above scrip to George B. Hud-
son; that Hudson located said scrip on No. 11 of Note 1, ante; that said Hudson on July 24th, 1876,
surrendered said scrip and transfer to state; same was cancelled and in satisfaction thereof 1 patent, in
conformity with the laws of Texas, dated 13th Nov., 1876, and numbered 410 and recorded in Vol. 25
of patents, was made in favor of George B. Hudson, granting to him said lands as in No. 11 of Note
1, ante.

Memo. Each of said land scrip certificates calls for 640 acres, but the Supreme court has held that whenever a re-survey determines that the holder of the land said to be issued under such scrip is in possession of more land than the scrip called for, said owner under the patent issued takes a good title to such surplus. See Elliott v. Mitchell, Vol. 25, reports Supreme court, Texas, p. 111.

- 61 *Edward G. Hudson*
to
Thaddeus P. Hubbell. Warranty deed, dated Feby. 17th, 1877.
Consideration \$210.00.
Recorded in office of county clerk, Randall county, June 27th, 1877, book 1 J, page 85.
Conveys lands as in No. 13 of Note 1, ante.
- 62 *Thaddeus P. Hubbell (widower)*
to
Job Gunter and W. B. Munson. Warranty deed, date Dec. 29, 1881.
Consideration \$200.00.
Recorded in office of county clerk, Randall county, Jan. 28, 1882, book 1, p. 10.
Conveys lands as in No. 13 of Note 1, ante.
- 63 *Elam M. McCord*
to
Edward G. Hudson. Warranty deed, dated Dec. 14th, 1880.
Consideration \$225.00.
Recorded in office of county clerk, Randall county, March 8th, 1884, Vol. 1, p. 106, deed records.
Conveys lands as in No. 14 of Note 1, ante.
- 64 *John E. Corwith*
to
Job Gunter and W. B. Munson. Warranty deed, date Sept. 15, 1881.
Consideration \$19,200.00.
Recorded in office of county clerk, Randall county, Nov. 15, 1881, book 1 J, p. 137.
Conveys lands as in Nos. 21, 23, 25 & 27 of Note 1, ante.
- 65 *Job Gunter and W. B. Munson*
to
J. F. Glidden and H. B. Sanborn. Warranty deed, date October 13th, 1881.
Consideration \$36,864.00.
Recorded in office of county clerk, Randall county, Nov. 13, 1881, book 1 J, p. 142.
Conveys lands as in Nos. 21, 23, 25 and 27, Note 1, ante.
- 66 *William Cottingham*
to
Job Gunter and W. B. Munson. Warranty deed, date Nov. 22nd, 1881.
Consideration \$1,200.00.
Recorded in office of county clerk, Randall county, Jany. 23th, 1882, book 1, p. 18.
Conveys lands as in Nos. 29, 31, 33, 35, of Note 1, ante.
- 67 *J. F. Glidden and H. B. Sanborn*
to
Isaac L. Ellwood. Mortgage, date Nov. 28th, 1881.
Consideration \$1.00 and as security for due payment of 3 notes each for \$50,000 in 2, 3 & 4 years from Nov. 28th, 1881, with interest at 8% per annum.
Recorded in office of county clerk, Randall county, Feby. 11th, 1882, in book 1, p. 22.
Conveys lands as in Nos. 21, 22, 25 & 27, in Note 1, ante, and other lands not now in question.
Released by No. 86 Sub.
- 68 *Job Gunter and W. B. Munson*
to
J. F. Glidden and H. B. Sanborn. Warranty deed, date January 17th, 1882.
Consideration \$5,450.00.
Recorded in office of county clerk, Randall county, Feby. 28, 1882, book 1, p. 35.
Conveys lands as in Nos. 13, 29, 31, 33 and 35 of Note 1, ante.
- 69 *W. J. Swain, comptroller state of Texas,*
to
H. B. Sanborn. Redemption certificate, date Aug. 22nd, 1883.
Consideration \$3.06.
Recorded in office of county clerk, Randall county, Sept. 3rd, 1883, book 1, p. 96.
Conveys 4 acres out of 13 of Note 1, ante, sold for taxes for year 1881.
- 70 *H. B. Sanborn*
to
Washburn & Moen Manufacturing Co. Mortgage, date July 23, 1883.
Consideration \$1.00 and other valuable.
Recorded August 4th, 1883, in mortgage record book 1, p. 20, of records of Donly county for Randall county.
Conveys all lands in Randall county owned by mortgagor.
Released by Nos. 75 & 91 Sub.
- 71 *George B. Hudson (a bachelor)*
to
J. F. Glidden and H. B. Sanborn. Warranty deed, date January 23rd, 1884.
Consideration \$4,340.00.
Recorded in office county clerk, Randall county, March 8th, 1884, book 1, p. 104.
Conveys lands as in Nos. 11, 12 & 19, in heading, ante.

- 72 *Edward G. Hudson*
to
J. F. Glidden and H. B. Sanborn. Warranty deed, date January 23rd, 1884.
Consideration \$1,780.00.
Recorded in office of county clerk, Randall county, March 8th, 1884, book 1, p. 109.
Conveys lands as in Nos. 9, 13 & 16 of Note 1. ante.
- 73 *Henry Dickerman*
to
George B. Hudson. Warranty deed, date March 13th, 1884.
Consideration \$150.00.
Recorded in office of county clerk, Randall county, Nov. 25, 1884, book 1, p. 111.
Conveys South West quarter of No. 12, Note 1. ante.
- 74 *George B. Hudson*
to
J. F. Glidden and H. B. Sanborn. Warranty deed, date May 28th, 1884.
Consideration \$160.00.
Recorded in office of county clerk, Randall county, June 16th, 1884, book 2, p. 4.
Conveys lands South West quarter of No. 12 of Note 1. ante.
- 75 *Washburn & Moen Manufacturing Co., by Philip W. Moen, treasurer,*
to
H. B. Sanborn. Release of mortgage, date May 3rd, 1892.
Consideration \$1.00.
Recorded in office of county clerk, Randall county, Aug. 16th, 1892, book 1, deeds of trust, p. 142.
Releases and discharges all lands owned by grantee in Randall county, Texas, from mortgage No. 70, ante.
NOTE. Release recites that Philip W. Moen, treasurer of Washburn and Moen Manufacturing Co., is duly authorized to execute release on behalf of corporation.
- 76 *J. F. Glidden*
to
H. B. Sanborn. Quit claim deed, date Aug. 8th, 1892.
Consideration \$1.00 and other good and valuable.
Recorded in office of county clerk, Randall county, August 15th, 1892, book 4, p. 315, deed records.
Attempts to convey all interest in lands described in Nos. 7, 9, 11, 12, 13, 14, 16, 19, 21, 23, 25, 27, 29, 31, 33, 35, Note 1. ante. Defective, does not pass title.
- 77 *J. F. Glidden*
to
H. B. Sanborn. Partial dissolution of partner ship, date Aug. 8th, 1892.
Consideration \$—.
Recorded in office of county clerk, Randall county, August 16, 1892, book 4, p. 317, deed records.
Quitclaims to grantee all grantor's interest in 99,040 acres of land in Randall & Potter counties.
- 78 *J. F. Glidden*
to
H. B. Sanborn. Quit claim deed, date October 14th, 1892.
Consideration \$1.00.
Recorded in office of county clerk, Randall county, Oct. 21st, 1892, book 4, p. 400.
Conveys all lands described in No. 76, ante, except No. 29 therein and other property not now in question, and is given to correct error in that deed.
- 79 *Joseph F. Glidden*
to
H. B. Sanborn. Quit claim deed, date Oct. 14th, 1892.
Consideration \$1.00.
Recorded in office of county clerk, Randall county, April 1st, 1893, book 4, p. 531.
Conveys lands as in No. 76, ante, and is given to correct any errors therein.
- 80 *H. B. Sanborn*
to
Amarillo Realty & Live Stock Co. Warranty deed, date Dec. 19th, 1895.
Consideration \$5.00.
Recorded in office of county clerk, Randall county, January 4th, 1896, book 6, p. 275.
Conveys lands as in No. 76, ante.
- 81 *Henry B. Sanborn, president of Amarillo Realty & Live Stock Co.,*
to
H. B. Sanborn. Warranty deed, date Feby. 20th, 1896.
Consideration \$5.00.
Recorded in office clerk, Randall county, Apl. 10, 1896; in book 6, p. 302.
Conveys lands as in No. 76, ante.
- 82 *H. B. Sanborn*
to
W. F. McGowan, trustee for W. H. Bush. Deed of trust, date March 28th, 1896.
Consideration \$1.00, and as security for one note for \$10,000, dated March 28th, 1896, due in 5 years and bearing interest at 7% per annum.
Conveys lands as in No. 76, ante, and other lands not now in question.

- 83 *H. B. Sanborn*
to
William H. Bush. Warranty deed, date Feby. 5th, 1898.
Consideration \$41,416.
Recorded in office of county clerk, Randall county, April 14th,
1898, book 6, p. 437.
Conveys lands as in No. 76, ante, and other lands not now in question.
- 84 *Amarillo Realty & Live Stock*
Co.,
to
H. B. Sanborn. Resolution ratifying No. 81, ante. Meeting regularly called of
the directors of the Amarillo Realty & Live Stock Co., held at
office of company, room 112, Gibraltar Building, Kansas City,
Mo., on 7th January, 1899, and there were present the following
directors: H. B. Sanborn, W. H. Craddock & O. P. Haney, being
all the directors of said company, and all of whom consented to the holding of said meeting.
This meeting was called for the purpose of ratifying the reconveyance to H. B. Sanborn of the
lands in Randall & Potter counties, Texas.
Motion made by W. H. Craddock, seconded by O. P. Haney, that this company ratify the conveyance of the lands in Potter & Randall counties, Texas, as made by deed Feby. 29th, 1896, to H. B. Sanborn, the object being to reconvey the same lands fully described in H. B. Sanborn deed to this company of December 19th, 1895, and filed for record Potter county, Texas, on the 21st day of December, 1895, and Randall county, Texas, on the 4th day of January, 1896. Motion carried.
There being no further business the meeting adjourned.
H. B. Sanborn, President.
W. H. Craddock, Director.
O. P. Haney, Secretary.
- Sworn to by J. H. Wills, as a true copy of the original minutes of the above company and recorded in office of county clerk, Potter county, on 15th Dec., 1903, in Vol. 18, pp. 218-219.
- 85 *George B. Hudson*
to
Henry C. Dickerman. Warranty deed, date July 18th, 1876.
Consideration \$80.00.
Recorded in office of county clerk, Randall county, October 2nd,
1902, book 9, p. 433.
Conveys South West quarter of No. 12, of Note 1, ante.
- 86 *Isaac L. Ellwood*
to
Joseph F. Glidden and H. B. Sanborn. Release of mortgage, date Oct. 1st, 1902.
Consideration full payment of notes, secured by No. 67, ante.
Recorded in office of county clerk, Randall county, October
24th, 1902, book 9, p. 442.
Releases lands mentioned in No. 67, ante.
- 87 *William H. Bush*
to
H. B. Sanborn. Release of deed of trust, date October 7th, 1902.
Consideration full payment of 1 note mentioned in No. 82, ante.
Recorded in office of county clerk, Randall county, October 10,
1902, book 2, p. 219, of trust deed records.
Discharges lands as in No. 76, ante, from No. 82, ante.
- 88 *W. H. Bush*
to
H. B. Sanborn. Special warranty deed, date Sept. 27th, 1902.
Consideration \$6,400.00.
Recorded in office of county clerk, Randall county, Oct 31st,
1902, book 9, p. 441.
Conveys lands as in No. 14 of heading, ante.
- X 89 *W. H. Bush*
to
H. B. Sanborn. Special warranty deed, date Oct. 7th, 1902.
Consideration \$22,400.00.
Recorded in office of county clerk, Randall county, October
10th, 1902, book 9, p. 519, deed records.
Conveys lands as in Nos. 9, 11, 12, 13, 16, 19, 21, 23, 25, 27, 29, 31, 33, 35.
- X 90 *H. B. Sanborn & Amarillo*
Realty & Live Stock Co., by
H. B. Sanborn, President,
to
James E. Wilson. Warranty deed, date Oct. 6th, 1902.
Consideration \$22,400.00.
Recorded in office of county clerk, Randall county, October
10th, 1902, book 9, p. 318, deed records.
Conveys lands as in Nos. 89, ante.
- American Steel & Wire Co., by*
E. S. Keefe, 1st. Vice-Prest.,
corporate seal, & Washburn
& Moen Manufacturing Co.,
by E. N. Daniels, Prest., cor-
porate seal. Release of mortgage, date Jany. 13th, 1902.
Consideration \$1.00 and other good and valuable.
Recorded in office of county clerk, Randall county, No. 11, 1902,
book 9, p. 535, deed records.
Releases all claims against Henry B. & Ellen M. Sanborn from
the beginning of the world to the present time.
- 91 *Henry B. & Ellen M. Sanborn.*

- 92 *Henry B. Sanborn*
to
James E. Wilson. Warranty deed, date May 17th, 1904.
Consideration \$1,920.00.
Recorded in office of county clerk, Randall county, May 18th,
1904, book 10, p. 390.
Conveys lands as in No. 14, Note 1, ante.
- 93 *State of Texas*
to
Llewelyn Adams. Award card, date 9th Feby., 1891.
Consideration payment to state of \$2.00 per acre.
Recorded in office of county clerk in Vol. 1, classification records.
Conveys lands as in No. 17, Note 1, ante.
NOTE. Forfeited for non-payment of interest, May 28th, 1905.
- 94 *State of Texas*
to
L. J. Bolton. Award card, date March 22nd, 1900.
Consideration, full payment of \$1.00 per acre for land to state.
Recorded in office of county clerk, Randall county, in Vol. 2,
classification records.
Conveys lands as in No. 17, Note 1, ante.
- 95 *State of Texas*
to
L. J. Bolton. Certificate of final proof of occupancy, date June 20th, 1903.
Recorded in office of county clerk, Randall county, same day,
book 10, p. 43; refers to No. 17, Note 1, ante.
- 96 *L. J. Bolton*
to
Howard T. Wilson. Quit claim deed, date June 30th, 1902.
Consideration \$1,800.00.
Recorded in office of county clerk, Randall county, July 3rd,
1903, book 10, p. 63-4.
Conveys lands as in No. 17, Note 1, ante.
- 97 *Mrs. E. J. Tylenan (feme sole)*
to
J. D. Weller. Warranty deed, date July 12th, 1902.
Consideration \$1,284.30, \$642.15 cash, balance 1 note for \$642.15,
vendor's lien reserved in deed;
Recorded in office of county clerk, Randall county, Aug. 8th,
1902, book 9, p. 379.
Conveys lands as in No. 18, of Note 1, ante.
- 98 *Mrs. E. J. Tylenan (feme sole)*
to
J. D. Weller. Release of vendor's lien, date June 30th, 1903.
Consideration, full payment of note as in No. 97, ante;
Recorded in office of county clerk, Randall county, July 3rd,
1903, book 10, p. 60.
Releases No. 18, in Note 1, ante, from vendor's lien, reserved in No. 97, ante.
- 99 *J. D. Weller, Minnie A. Wel-*
ler (wife)
to
J. Edgar Wilson. Warranty deed, date June 30th, 1903.
Consideration \$1,240.00.
Recorded in office of county clerk, Randall county, July 6, 1903,
book 10, pp. 61-2.
Conveys lands as in No. 18 of Note 1, ante.

I certify that I have examined the records of Randall & Potter counties, Texas, and find:

1. No conveyances of the premises described in the caption hereto, executed by any of the parties named herein as grantee or grantor, recorded in the office of the county clerks of either of said counties, except as shown upon the preceding 12 pages.
2. No recorded mechanic's liens; no attachment suits in District and County courts of Randall or Potter counties; no suits pending in District and County courts of Randall or Potter counties; no judgments recorded in county clerk's office of Randall or Potter counties against any of the parties so mentioned in said preceding pages as grantee or grantor, at any time, which I consider liens on said premises.
3. No tax sales or forfeitures of said premises appearing of record as had at any time, which are not marked cancelled or paid.
4. I further certify that so far as shown by the records, none of said premises was a homestead, and that no community claims have been made other than as suggested in the said preceding 12 pages.

As to state and county taxes according to county tax collector, I find as follows:
Special school tax according to statement of collector, none.
Corporation taxes according to statement of the city collector, none.

Chicago, *August 17, 1903.*

W. H. ...
Attorney for

SOUTH AND WEST LAND COMPANY,
1633 Monachnock Building,
Chicago, Ill.

ABSTRACT OF TITLE

157278

Block () of Section () of Range () of Township () of County, Texas.

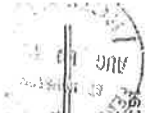
FOR

L. M. Walton

SOUTH & WEST LAND CO.

TEXAS LANDS

1833 MONADNOCK BUILDING
CHICAGO, ILL.



RICHARD K. MILLER, NOTARY PUBLIC, CHICAGO, ILL.

| | |
|--------------------------|--------------------|
| Abstract of Title for | Application No. |
| <u>L. M. Walton</u> | <u>184135</u> |
| Borrower | Date Received |
| Thru the <u>Amarillo</u> | <u>8/14/39</u> |
| N.F.L.A. | Examined By |
| <u>Randall</u> | |
| County | Form 65-A 6-39-16M |

(3)



313186



1

SUPPLEMENTAL ABSTRACT

OF

TITLE

TO

137770

The N.E.1/4 of Sec. 1, Blk. 2-5, B.
& B. Survey, situated in Randall
County, Texas.

Nellie H. Beard, a spinster, of the
City of Aurora, County of Kane,
and State of Illinois...

L. M. Walton and wife,
Lois C. Walton, Potter
County, Texas...

CONSIDERATION: Seventeen Hundred Seventy-one and 88/100 (\$1771.88)
Dollars, to me paid, and secured to be paid, by L. M.
Walton and Lois C. Walton, husband and wife, of Potter County, Texas,
as follows:

\$371.88 cash in hand paid, receipt of which is hereby acknowledged
and the further consideration of the execution and delivery to me of one
certain promissory Vendor's Lien note of even date herewith executed by
L. M. Walton and Lois C. Walton in the sum of \$1400.00 due and payable on
or before October 15, 1939, bearing interest from maturity until paid at the
rate of 6% per annum and payable at the Amarillo National Bank of Amarillo
Texas.

INSTRUMENT CONVEYS: All that certain lot, tract or parcel of land known
and described as being all of the Northeast one-
quarter (N.E. 1/4) of Section One (1) Block 2-5 Randall County, Texas, and
containing 141.75 acres of land, more or less.

KIND OF INSTRUMENT: Warranty Deed with V/L. DATED: August 28th, 1939.

INSTRUMENT IS SIGNED: Nellie H. Beard

\$2.00 U.S. Revenue Stamp
\$1.20 State Stamps

ACKNOWLEDGED by Nellie H. Beard, a spinster, before Alice May Kennedy,
Notary Public, Kane County, Illinois, on the 28th day of
August, A.D. 1939; is in statutory form and the seal is
shown.

FILED FOR RECORD the 16th day of November, A.D. 1939, at 9:30 o'clock A.M.
RECORDED in Deed Records of Randall County, Texas, Vol. 83 page....

ARTHO - 000319

Nellie H. Beard, a feme sole,
Kane County, Illinois...

Land Bank Commissioner...

ASSIGNMENT OF LIEN, in full as follows:

THE STATE OF TEXAS)
COUNTY OF RANDALL)

KNOW ALL MEN BY THESE PRESENTS:

That Nellie H. Beard, a feme sole, hereinafter called Grantor (whether there be one or more parties executing this instrument), for and in consideration of the sum of \$1400.00 in hand paid by the Land Bank Commissioner, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, the receipt of which is hereby acknowledged, has this day bargained, sold and conveyed, and by these presents does bargain, sell, convey and assign, without recourse unto said Commissioner, the unpaid balance of \$1400.00, principal and interest, owing on one note for the sum of \$1400.00, dated August 28, 1939, executed by L. M. Walton and Lois C. Walton, payable to the order of Nellie H. Beard, due on or before October 15, 1939, secured by vendor's lien, and more fully described in a certain deed dated August 28, 1939, executed by Nellie H. Beard, to L. M. Walton and Lois C. Walton, and now shown of record in Vol. 83, page _____ Deed Records of Randall County, Texas, to which instrument and its record reference is here made for a better description of said note or notes and the land securing the payment thereof.

And the Grantor hereby bargains, sells and conveys unto the said Land Bank Commissioner of all the right, title and interest now owned or held by Grantor in and to said land by virtue of said note or notes and the lien securing same insofar only as said lien rests upon and against the lands described in Deed of Trust dated October 23, 1939, executed by L. M. Walton and wife, Lois Walton, to A.C. Williams, Trustee, for the use and benefit of said Commissioner.

To have and to hold unto the said Land Bank Commissioner, his successors in office and assigns, the above described note or notes, together with all and singular, the contract lien, vendor's lien, deed of trust lien, rights, equities and interest in said land described in said Deed of Trust last above mentioned which the Grantor herein has by virtue of being the legal owner and holder of said note or notes and the lien securing same. Grantor hereby covenants that all payments, offsets and credits to which said note or notes are entitled, do appear on the back thereof. The Land Bank Commissioner, his successors in office and assigns, is hereby authorized to release said lien or liens upon the payment of the indebtedness hereby transferred and assigned.

Witness my hand this 31st day of October, A.D. 1939.

Nellie H. Beard

ACKNOWLEDGED by Nellie H. Beard, a feme sole, before Claude A. O'Connor, Notary Public, Kane County, Illinois, on the 31st day of October, A.D. 1939; is in statutory form and the seal is shown.

FILED FOR RECORD the 16th day of November, A.D. 1939, at 9:30 o'clock A.M.
RECORDED in Deed Records of Randall County, Texas, Vol. 83 page....

L. M. Walton and wife, Lois
Walton, Randall County, Texas...

A. C. Williams, Trustee for the
use and benefit of Land Bank
Commissioner, Houston, Texas...

CONSIDERATION: Ten Dollars in hand paid, the receipt whereof is hereby acknowledged, and IN TRUST, however, to secure and enforce the payment of one promissory note executed by the mortgagors and payable to the order of the Land Bank Commissioner, and/or his successors in office, acting pursuant to Part 3 of the Act of Congress known as the Emergency Farm Mortgage Act of 1933, at his office in the City of Houston, in Harris County, Texas, hereinafter called Commissioner, for the principal sum of ONE THOUSAND FOUR HUNDRED DOLLARS, Lawful money of the United States of America, with interest on said principal sum of the unpaid balance thereof, at the rate of FIVE per centum per annum, payable on an amortization plan in semi-annual payments for the amounts and on the dates provided in said note.

Said note being executed by the mortgagors in renewal and extension of the unpaid balance, principal and interest, owing on one note for the sum of \$1400.00, dated August 28, 1939, executed by L. M. Walton and Lois C. Walton, payable to the order of Nellie H. Beard, due on or before October 15, 1939, secured by vendor's lien retained in deed executed by Nellie H. Beard, to L. M. Walton and Lois C. Walton, recorded in Vol. _____ page _____, Deed Records of Randall County, Texas, reference to which is hereby made for all legal purposes.

And mortgagors hereby warrant that the indebtedness renewed is a valid lien on the hereinbefore described land and premises and hereby request authorize and direct the Commissioner to advance the money and to pay the same to the present owner or owners of said indebtedness renewed and extended by said note, whether a release or a transfer of said note or notes be executed by the owner or owners thereof, and Mortgagors hereby agree that the Commissioner or his assigns is hereby subrogated to all of the rights, liens, remedies, equities, superior title and benefits held, owned, possessed and enjoyed at any time by any owner or holder thereof.

INSTRUMENT CONVEYS (IN TRUST): All of the following described real estate situated in Randall County, State of

Texas, to-wit:

141.75 acres of land, more or less, situated about 2 miles South and 2 miles West of the town of Bushland, Texas, being all of the N. E. 1/4 of Abstract No. 71, Cert. No. 214, Survey No. 1, Block No. 2-5, Brooks & Burleson, Patent dated November 14, 1876.

KIND OF INSTRUMENT: Deed of Trust. DATED: October 23, 1939.

INSTRUMENT IS SIGNED: L. M. Walton
Lois Walton

ACKNOWLEDGED separately by L. M. Walton and wife, Lois Walton, before W. Gilbert, Notary Public, Potter Co. Tex, on the 14th day of Nov. 1939; are in statutory form and the seals are shown.

FILED FOR RECORD the 16th day of November, A.D. 1939, at 9:30 o'clock A.M.
RECORDED in D/T records of Randall County, Texas, Vol. 37 page....

UNIFORM CERTIFICATE

(Texas Title Association Approved Form)

Copyrighted 1935 by Texas Title Assn.



THE STATE OF TEXAS]
COUNTY OF RANDALL]

Guaranty Abstract & Title Company, a corporation of Canyon, Texas, does hereby certify that the foregoing pages from 1 to -4- inclusive, are a true and correct abstract of all instruments of record or on file in the offices of the Clerks of the County and District Courts of Randall County, Texas, affecting the title to the real estate described as follows, to-wit:

All of the N.E. 1/4 of Sec. No. 1, Block 2-5, B. S. B. Survey, situated in Randall County, Texas.

SINCE the 11th day of August, A.D. 1939, at 7:00 o'clock A.M., and down to the date hereof.

This certificate does not cover any taxes assessed against said property.

The undersigned hereby certifies that it is the owner of a complete abstract plant covering the above named records to the titles to all real estate situated in said County from the sovereignty of the soil.

This certificate is issued for the use of and shall inure to the benefit of
L. M. Walton.

IN TESTIMONY WHEREOF, witness the signature and seal of said Corporation at Canyon, Texas, this the -16th- day of -November- A. D. 1939, at -10:00- o'clock A.M.

Guaranty Abstract & Title Company, Inc.

By *A. Anderson*
Manager

NO. 5619

MEMBER: Texas Title Association
American Title Association

ARTHO - 000322