

MEMOIRS/EXHIBIT 7

Memoirs 10-5-24 & Exhibit 7's public information

A US BANK'S USUAL DOCUMENTED BANKING FRAUD'S COLLATERALIZING AS NOW LEGALIZED INTERNATIONAL ANARCHY & WORLD ECONOMIC TREASON

The following International Case Law & ethics changes. Involves Interstate Commerce beef/food production, International beef/food production exportation, & the County, State, & US Federal designated funding thereof.

Artho's Exhibit 7's FILED EVIDENCE proves beyond a shadow of a doubt:

Now anyone can add unknown account number altercations, such as 1660414. To anyone's Gov. documentation. Including Wind/Solar Energy Development site's property, next to a 750MW Substation & without any Party's initialed approvals, whatsoever. Then File & Record any Gov. Deeds of Trusts with the knowingly CORRECT legal land description & unknown account number alterations, such as 1660414. Anyone so chooses to Double Deed collateralize in their favor & against anyone so chosen.

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

Now anyone can add unknown account number altercations, such as 1660414. To anyone's Gov. documentation. Including Retail/Housing Development site's property & without any Party's initialed approvals, whatsoever. Then File & Record any Gov. Deeds of Trusts with the knowingly CORRECT legal land description & unknown account number alterations, such as 1660414. Anyone so chooses to Double Deed collateralize in their favor & against anyone so chosen. While REFUSING to provide all banking documents.

To later & knowingly racketeer any Board of Director/lawyer's son's INSIDE TRADER'S PRICE FIXING the bidding at any Federal Bankruptcy Court's Ordered Land Auction.

Against an already Double Deeded collateralized Retail/Housing Development site's property, such as the unknown account number 1660414;

- As INSIDE TRADER'S PRICE FIXING to increase any INSIDE TRADING for any Board of Director/lawyer's Law Firm's bottom line.
- As INSIDE TRADER'S PRICE FIXING to increase any INSIDE TRADING for any Board of Director/lawyer's, his son's, &/or their Asso. bottom line.

 As INSIDE TRADER'S PRICE FIXING illegal foreclosures & at the expense of any Stockholders losses of annual & increasing interest income thereof. Anyone, any Board of Directors, &/or any INSIDE TRADERS who so choose to inflict stock losses against & against anyone's stock so chosen.

THOSE WHO CANNOT CASH FLOW DESPISE THOSE WHO CAN - Jerry Artho

Sooner or later Qui Tam Law &/or Champerty Law will prosecute all who participated in the Board of Directors' Gov. documented fraud, as personally liabilities. Will collect & seize all of their bank Stock & seize all of their personal, domestic, & foreign assets.

Texas Law has exceptions when other Stockholders are in FACT, also liable for the bank's fraud under the TEXAS BUSINESS CORPORATION ACT Article 2.21 & the Texas Supreme Court's reconfirming of the TEXAS BUSINESS ORGANIZATIONS CODE Section 21.223.

When all 3 branches of the US Gov. International Case Law legalizations go beyond;

- The usual Federal Felon accomplices' felonies against Interstate Commerce beef/food production. That in FACT, closes down businesses & intentionally ruin anyone's lifetime of sustainable long term investments. That were offsetting export trade imbalances.
- Who have in FACT, crossed the line to favor the legalizations for economic traitors' unsustainable short term ill gotten gains, against International beef/food production exportation, & against US Federal designated funding thereof.
- Who in FACT, legalized International anarchy as World <u>ECONOMIC TREASON</u>. That will inevitable undermine & collapse world economies. IRONICALLY stopping even more food production & exportation. To starve women, children, & the elderly to death;

When everyone is economically/mathematically/Internationally enlightened & corrected. Nations will govern within their Nation's means & everyone will mind their own business;

SPEND YOUR TIME WISELY, YOUR ENERGY POSITIVELY & YOUR RESOURCES SUSTAINABLY - Jerry Artho

For mankind's economies to prosper, increasing universal trading, & enjoy world peace.

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 <u>not</u> a Constitutional & Rule of Law intellectual, freethinker, or humanitarian. Please forward to those who are &/or simply unsubscribe. Suspected felon's evidence of documents, emails, & Affidavits for lesser sentencing, sent to <u>FiledEvidence@gmail.com</u> Especially, who the unknown account number <u>1660414</u> actually belongs to & who was cross collateralizing Artho's excessive amounts of equities.

International Consultant, Jerry Artho

ARTHO'S EXHIBIT #7

IF the following REFUSED documentation proves to be authentic.

RP pages 1165-1171

DEED OF TRUST

Randall County Clerk's #2013015429 publicly Filed & Recorded 8-18-13 Deed of Trust. RICO felon Happy ILLEGALLY added an account number. Neither victim Artho, nor RICO felon Happy initialed the ILLEGAL contract change.

RP pages 1172-1178

Randall County Clerk's #2013015430 publicly Filed & Recorded 8-18-13 Deed of Trust. RICO felon Happy ILLEGALLY added an account number. Neither victim Artho, nor RICO felon Happy initialed the ILLEGAL contract change.

In reference to:

EXHIBIT #2

SBLF BORROWER'S CERTIFICATION 7-29-13

RICO felon Happy ILLEGALLY scratched out the account number 1659747. Then ILLEGALLY hand wrote in an UNKNOWN account number of 1660414. Neither victim Artho, nor RICO felon Happy, initialed the ILLEGAL contract change.

PROMISSORY NOTE 12-26-12

RICO felon Happy ILLEGALLY added an account number & added a check mark with **UNKNOWN** initials of JS & CT.

Victim Artho did not initial the ILLEGAL contract change.

DEED OF TRUST, SECURITY AGREEMENT AND FINANCING STATEMENT

Deaf Smith County Clerk's #13-0543 publicly Filed & Recorded 4-1-13 Deed of Trust. Armstrong County Clerk's #2013015 publicly Filed & Recorded 1-4-13 Deed of Trust. RICO felon Happy ILLEGALLY added an account number. Neither victim Artho, nor RICO felon Happy initialed the ILLEGAL contract change.

The now "confusing" account numbers of 1659747.

RICO felon Happy ILLEGALLY scratched out the account number 1659747. Then ILLEGALLY hand wrote in an UNKNOWN account number of 1660414.

In reference to:

#57, #58, #59, #60, #61, #62, #63, #64, #65, #66, #67, #68, #69, #70, #71, & #72 counts of Racketeering.

1660414.57578

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:

Heppy State Bank Canyon Branch 1908 Ath Avenue P.O. Boy 1 Canyon, TX 79015

WHEN RECORDED MAIL TO:

Happy Slate Bank Canyon Branch 1908 4th Avenue P.O. Box 1 Canyon: TX 70015

SEND TAX NOTICES TO:

Happy State Bank Canyon Branch 1908 4th Avenue

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

(CENTRICA) TATRICA (ANTALIS IN TATABATA ANTALIS IN TERRETA ENTRA (ANTALIS IN TERRETA ENTRA (ANTALIS IN TATABATA

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 "Benoficiary"); 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 Londer as Benefitelary, the following described real property, together with all existing or subsequently enected or affixed buildings, improvements and lixtures; and all easements, rights of way, and appunionances; all water and water rights; and all other rights, coyaldes, and profits relating to the real property, including without limitation such rights as Grantor may have in all influences, oil, gas; geothermat 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 occurs of obligations, dobts and Habilities, plus Interest thereon, of Granfor to Lander, or any one or more of them, as well as all claims by Lander against Granfor or any one or more of them, whether new existing or hereafter arising, whether telelad or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not doe, direct or indirect, indirect, determined or undelprenied, absolute or contingent, fleuidated or undelprenied are to be labble individually or jointly with others, whether obligated or guaranter, surely, accommodation party or otherwise. However, this Deed of Trust shall not secue, and the Indebtodness* shall not include, any obligations orising under Subchapters 8 and 8 of Chapter 342 of the Taxas Finance Code, as amended.

REVOLVING LINE OF CREDIT. This Good of Trust secures the indebtedness including, without firnitation, a revolving line of credit, which obligates Londer to make advances to Granier so long as Granier compiles with all the terms of the Note.

Granlor hereby absolutely assigns to Lender (elso known as Beneficiary in this Deed of Trust) all of Granlor's right, tilto, and interest in and to all present and future leases of the Properly 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, INDILIDING 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 Dated of Trust, Grantor shall pay to Lender all amounts secured by this Dated of Trust, Grantor shall pay to Lender all amounts secured by this Dated 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 Granior on July 29, 2013 at Granior's request, of which Granior hereby acknowledges receipt.

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

Possession and Uso. Until the accurrence of an Event of Dafauli, Grantor may (1) remain in possession and central of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantot shall maintain the Property in lenantable condition and promptly perform all regains, replacaments, and maintenance necessary to preserve its value.

maintenance necessary to preserve its value.

Complance With Environmental Laws. Granter represents and warrants to Lender that: (1) During the period of Granter's ownership of the Property, there has been on use, generation, manufacture, sterage, (reatment, disposal, release or literatered refease of any Hazardous Substance by any person on, undar, about or from the Property; (2) Granter 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 intentence these of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment of the Property, or (c) any actual or threatened substance on, undar, about or from the Proporty by any prior owners or occupants of the Property, or (c) any actual or threatened illigation or claims of any kind by any person refailing to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Granter any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, storage, freat, dispose of a release any Hazardous Substance on, under, about or from the Property shall use, generate, manufacture, storage, controlled and the agents to enter upon the Property to make such inspections and tests, at Granter's conducted in compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lander's purposes only and shall not be construed to create any responsibility or liability on the part of Lander to Granter of the Cardous Substances. Granter have the storage of the property for the dead of Cardous and Substances. Granter to the property with this section of the Deed of Trust of the Substance of Indemnity, delend, and hold harmless desire free the property for the advances of the property for the Deed of Trust of as a consequ

Loan No. 57578

DEED OF TRUST (Continued)

should have been known to Grentor. The provisions of this section of the Deed of Trust, including the obligation to indemnity and defend, shall survive the payment of the Indebledness and the sallsfaction 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.

Muleance, Waste. Grantor shall not ease, conduct or permit any nuisance nor commit, permit, or suffer any etripping of or weste on or to the Property or any portion of the Property. Without limiting the generality of the foreigning, Grantor will not remove, or grant to any other party the right to remove, any finber, minerals (including oil and gas), coal, cloy, soo(a, soil, gravef or rock products without Lender's prior written comment. This restriction will not opply to rights and easemants (such as gas end oil) not owned by Grantor and of which Grantor has informed Lender in writing prior to Grantor's signing of this Doed of Trust.

Removal of improvements. Grader shall not demoitsh 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 amongments satisfactory to Lender to replace such improvements with improvements of at least equal value.

Landor's Right to Enfor. Lander and Lander's ogents and representatives may enter upon the Real Property of all reasonable times to atlend to Lander's interests and to inspect like Real Property for purposes of Granfor's compliance with the terms and conditions of this Deed of

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

Duty to Protect. Grantor ogrees neither to observing or leave unetlended the Property. Grantor shell do all other acts, in addition to those acts set forth above in this section, which from the cherocier and use of the Property are reasonably necessary to protect and prosonre the

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums socured by this Deed of Trust upon the sole or iransfer, 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, late or interest in the Real Property; whether fepsit, beneficial or cautilable; whether voluntary or involvatory whether by outlight sale, deed, irrational sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, salement, or transfer of any beneficial interest in or to eny 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 by federal law or by Treas law.

TAXES AND LIENS. The following provisions relating to the texes and Ilena on the Property are part of this Deed of Trust

Payment. Grantor shall pay when due (and in all owneds prior to delinquency) as laxes, 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 lumished to the Property. Grantor shall modified the Property fore of all lians having priority over or equal to the interest of Lender under this Does of Trust, except for the file of taxes and essessments not due, except for the Existing independences referred to below, and except so otherwise provided in this Deed of Trust.

Right to Contest. Granter may withhold payment of any tax, passarsent, or dain in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeepartised. If a tion arises or is filed as a result of nonpayment, Granter shall within fileon (15) days after the lien arises or, if a tion is filed, within fileon (15) days after Granter has notice of the filing, secure the discharge of the lien, of if organised by Londer, deposit with Londer each or a sufficient corporate surely bond or other security sections could accure as a crastil of a foreclosure or sole under the filing. In ony content, Granter shell defand itself and Lender and shall satisfy any advises judgment before anforcement against the Property. Granter shall name Lender as an additional obliged under any surety band timbehol in the contest proceedings.

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

Notice of Construction. Granter shall notify Lander at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Proporty, if any mechanic's flon, materialmen's flon, or other lien could be asserted on account of the confusion of the

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

OPERTY DAMAGE INSURANCE. The following provisions retailing to insuring the Property are a part of this Daed of Trust.

Maintonance of Insurance. Granfor shall procure and maintain policies of fice insurance with standard extended coverage endersements on a fair value basis for the full insurance overage all improvements on the Real Property in an amount sufficient to evoid application of any coinsurance clause, and with a standard merigage clause in fever of Londer, Grantor shall also procure and enablatin comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such flability insurance policies. Additionally, Grantor shall maintain such other facturence, butledge by not ilmited to hazord, butleness interruption, and boiler insurance, as Lender may reasonably requise. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender, with losses made poyable to Lender. GRANTOR MAY EURNISH THE REQUIRED INSURANCE WHETHER THEOLOGH EXISTING POLICIES CHYMED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT INSURANCE EYEMISM 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 STAYE OF TEXAS. If Granfor falls to provide any required insurance inforce will be added to the Industrales in force, Lander may, but shall not be requised to, do so at Granfor's exponse, and the cost of his leasurance will be added to the Industrales in force, Lander may, but shall not be requised to, do so at Granfor's exponse, and the cost of his leasurance will be added to the Industrales in force and the cost of the Insurance in force in the property is continued to the Insurance Inform satisfactory to Lender, Including slipulations that operages with not be cancelled or dismisted without at least thirty (30) days prior writing the same notice to Lender. Each insurance policy also shall in

National Flood insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the term

Compliance with Existing indebtedness. Ouring the period is which any Existing indebtedness described below is in effect, compliance with the insurance provisions contained in the insurance provisions contained in 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 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 additing 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 appreter satisfactory to Lender determine the cash value replacement cost of the Property.

replacement cost of the Property.

LEKRER'S EXPENDITURES. It 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 the Daed of Trust or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing indebtedness is good standing as required below, or to discharge or pay when due any amounts Grantor is comply with any obligation to maintain Existing indebtedness is good standing as required below, or to discharge or pay when due any amounts Grantor is comply with any action that Lander deams appropriate, including but not limited to discharging or paying all taxes, it any time bayled or placed on the Property and paying all costs for inswing, maintaining and preserving the Property. All such expenditures peld by Lender to such purposes will then bear Interest at the Note rate from the oate paid by Lender to the date of repayment by Grantor. To the extent parmitted by applicable law, all such expenses will become a part of the Indebtedness and, it is become a part of the Indebtedness and, it is become a part of the Indebtedness and institutional payments to become due during officer. (1) the term of any applicable insurance polytoned among and be payable with any Institutional payment which will be due and psychola at the Note's materity. The Dead of Trust also will secure payment of the Note; or (C) be treated as a baticon payment which will be due and psychola at the Note's materity. The Dead of Trust also will secure payment of the Note; or

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

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

Oranisor Trible. Subject to the exception in the paragraph above, Granier varrants and will forever defend the tills to the Property against the lawful claims of all persons. In the avent any action or proceeding is commenced that questions Granier's tills or the interest of Trustice or Lender under this Dead of Trust, Granier shall defend the ection at Granier's expense. Granier may be the nominal party in such proceeding, but Lender shall be entitled to participate in this proceeding and to be represented in the proceeding by counset of Lander's own choice, and Granier will desiver, or cause to be delivered, to Lander such instruments as Lander may request from time to

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 Warrantiles. All representations, warranties, and agreements made by Grantor in this Doed 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 todebledness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing indebtedness are a part of this Daed of Trust

Existing Lien. The lien of title Dead of Youst securing the incebieness shall be subordinate to the lien securing payment of an existing obligation for an existing obligation has a current principal beliance 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 indebtodness and to prevent any default on such indebtodness, any default under the instruments evidencing such indebtodness, or any default under any security documents for such indebtodness.

No Modification. Grantor shall not enter into any ogreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this based of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consont 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 Dood of Trust:

Proceedings. If any proceeding in condemnation is filled, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the oction 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

Application of Not 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 shookulety 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, bender may at its decidion require that all or any partial all or any partial or any partial or decided and all or any partial or any partial or decided and proceeding or the award be applied to the indebtodness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall reen the award after payment of all reasonable costs, expenses, and alternacys fees incurred by Trustee or Lender in connection with the condemnation.

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

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

Lender shall have all of the rights of a secured party under the Uniform Commercial Gode as amended from time to time.

Security Interest. Upon request by Lender, Granker shall take whethers action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property, in addition to recording this Deed of Trust in the real property records, Londer may, at any time and without further authorization from Grantier, tile executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Granter shall refinance Lender for all expenses incurred in perfecting or continuing this society inforest. Upon default, Granter shall not remove, sover or detach the Personal Property from the Property. Does default, Granter shall assemble any Personal Property from the Property of affixed to the Property for the Property for the Property for a manner and all a place reasonably convenient to Granter and Lender and make it evaluable to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The making addresses of Granter (debier) 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-PACT. The following provisions relating to further assurances and attorney-in-fact are a part of this

d of most:

Further Assurances. At any time, and from time to time, upon request of Lender, Granlor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designae, and when requested by Lender, cause to be filled, recordor, forlied, or ferocorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and as such mortgages, deads of frust, 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 designed to order to effectuate, complete, perfect, certificates, and other documents as may, in the sole opinion of Lender, be necessary or designed to order to effectuate, complete, perfect, certificates, and other documents, and (2) the items and security interests crooted by this Deed of Trust on the Property, whether now owned or hereafter acquired by Granlor. Unless prohibited by law or Lender agrees to the contrary in writing, Granlor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attornsy-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 haraby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, failing, recording, and doing all other things as may be necessary or desirable, in Lender's sole



Loan No. EYEYE

DEED OF TRUST (Continued)

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

FULL PERFORMANCE. If Grantor pays all the Indebtednose when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Londer shall execute and deliver to Grantor a release of linis Deed of Trust. Londer shall execute and deliver to Grantor a release of linis Deed of Trust is not evidently 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 lines and interests created hereby any reference of the payment. Any filing fees regulated by law shall be paid by Grantor, if partitled 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 Dafault. Grantor falls to make any payment whon due under the indebtodness.

Other Dataults. Granter falls to comply with or to perform any other term, obligation, covenant or condition contained in this Dead of Trust or in any of the Rolated Decuments or to comply with or to perform any term, obligation, covenant or condition contained in any other ogreement between Lander and Grantor.

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

Default on Other Poyments. Fature of Grantor within the time required by this Deed of Trust to make any payment for laxes or insurance, or any other payment necessary to prevent filing of or to affect discharge of any item.

Faise Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Dadd of Truet or the Related Documents is faite or misleading in any material respect, ofther now or at the time made or furnished or becomes faise or misleading at any time thereafter.

Defective Colleteralization. This Deed of Trust or any of the Related Documents cesses to be in full force and effect (including failure of any colleteral document to create a valid and perfected accurity interest or lize) 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 benealt of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency faves by or operations to make the proceeding under any bankruptcy or

Insolvency laws by a agents crassor.

Craditor or Forfoliure Proceedings. Commencement of foredesure or forfoliuse proceedings, whether by judicial proceeding, self-help, repossassion or any other method, by any craditor of Granter or by any governmental agency ageinst any property securing the indebtedness. Table includes a garnishment of any of Granter's accounts, including deposit accounts, with Londer. However, this Event of Default shall not apply if there is a good faith dispute by Granter's accounts, including deposit accounts, with Londer. However, this Event of Confidence for Confidence proceeding and if Granter gives Lender written notice of the craditor or proceeding and supposits with Lender monitors or a surety bond for the craditor or forfoliure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Brosch of Other Agreement. Any breach by Grenier under the terms of any other agreement between Granier and Leader that is not remedied within any grace period provided therein. Including without limitation any agreement concerning any indebtedness or other obligation of Granier to Leader, whether oxisting now or later.

Swalls Affecting Guaranter. Any of the proceding events occurs with respect to any guaranter, endorser, surely, or accommodation party of any of the indebtedness or any guaranter, endorser, surely, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or flability under, any Guaranty of the Indebtedness.

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

insecurity. Lander in good faith bolleves itself insecure.

Existing Indobtedness. 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 exidencing 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 tien 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 remedias:

Etection of Romodes. 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 Yrust, effer Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accolerate indebtedness. Londer may declare the unpaid principal balance of the indebtedness due and payable. In no event will Granter be required to pay any unearmed interest.

to Educate to pay any streament motors.

Foreclosure. If Lender Invokes the power of sole, Trusiae, at the request of Lender, may self all or any portion of the Property at public suction to the highest bidder for cash at the location within the courthouse designated by the County Commissioners Court, or if no such sea has been designated, at the area designated in the notice of sale within the courthouse wherever the house of 0.000 A.M. and 4:00 P.M. on the first Tuesday of any month, after the Trusiae 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 Remadles. With respect to all or any part of the Personal Property, Londor shell have all the rights and remedies of a secured party under the Uniform Commercial Code.

Under the Unionn Commercial code.

Collect Renie. As additional security for the payment of the indebtedness, Granter 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 coffed and receive the Rents. Lender shall provide any notice required by applicable law with regard to such senforcement of its right to collect and receive the Rents. In addition, if the Property is vector may ront or lease the Property, Lender shall not be fable for its failure to rent the Property, to collect any Rents, or to exercise dispense in any matter relating to the Rents, todarder shall be accordable only for Rents actually received. Lender neither has now assumes any obligation as lessor of faultorid with indebtedness, in such order or manner as Lender shall olect, and the testidue, if any, shall be paid to the person or persons legally antitled to

Trustee's Powers. Granter hereby jointly and severally sulfortees 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 see simple title, or of lesser catalets, and bits of sale and assignments, with covenants of general 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 passassion of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property proceeding foreclasure or sale, and to collect the Rends from the Property and apply the proceeds, over and above the cost of the receivershy, against the Indebtedness. The receiver may sorre 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 sending as a receiver.

Tenancy at Sufference. If Granter 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 Granter, Granter shall become a tenant at sufference 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

DEED OF TRUST (Continued)

Page 5

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

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

Sale of the Property. To the extent permitted by applicable isw, Grantor hereby waives any and all rights to have the Property marshabed, in exercising its rights and remedies, the Trustee or Londer shall be free to sed 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 part of the Property. Trustee may convey all or any part of the Property to the highest bidder for each with a general warrenty binding stantor, subject to prior lens and to other exceptions to conveyance and warrenty. Grantor waives all requirements of appraisanced, if any. The affidavit of any person having knowledge of the facts to the affect that proper notice as required by the Texas Property Code was given shall be prima facte avidence of the fact that such notice was in fact given. Rectals and stotements 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 facte widence of the furth of such facts, and all provess granted by the IR and all surfer the powers granted by the Deed of Trust shall be a perpetual bar against Grantor, Grantor's helte, successors, assigns and Isgal representatives.

Proceeds. Trustee thall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including teasonable less or charges paid to the Trustee, including but not limited to fees for enforcing the fen, positing for sale, solling, or releasing the Property. (b) then to tender the full amount of the Indebtedness. (c) then to any amount required by law to be paid before payment to Granter, and (d) the belance, if any, to Granter.

the belance, if any, to Grantor.

Attorneys Fees; Expenses. If Londer Institutes any sult or action to enforce any of the terms of this Geed of Trust, Londer shall be entitled to recover such sum as the court may adjudge reasonable as Londer's attempty fees at that 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 Londer'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 otte of the expension of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the otte of the expension of the Expenses covered by this pensions including chander's reasonable attempts (see and Lender's legal expenses, without iteratation, however subject to any limits under applicable law, Londer's reasonable attempts (see and Lender's legal expenses, whether or not there is a lawful, including Lender's reasonable interney? I see and expenses for bearingty proceedings (including afforts to be considered post-judgment collection services, the cost of searching to condition of a surface post of including inflored proprise, surveyors' reports, and opprised fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Graintor size with pay any court cost, in addition to all other sums provided by law, in the overall of foreclosure of the Board of Trust, Lander shall be entitled to recover from Granter Londer's reasonable attempts, settled actual disbursaments that Lander necessary locus is not presulted provided to the bouwers and obligations of Trustee are part of this Cood of

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions rotating to the powers and obligations of Trustee are part of this Good of

Powers of Trustee. In addition to all powers of Trustee arising as a malter of taw, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Londer and Granton: (a) job in properting and filing a map or plot of the Real Property, including this dedication of streats or other rights to the public; (b) job in granting any easument or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this based of Trust or the Interest of Lender under this on the Real Pr Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other itenholder of the Property of the commencement of a fereclosure proceeding or of the commencement of any other action to which Lender may avail itsulf as a remody, 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 safe, and Lander 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, form time to time, and more than once, may appoint in writing a successor or substitute trustee, with or writing a successor or substitute trustee, with or writing the resignation, absence, death, inability, refusal or fellure to act of the Trustee. The successor or substitute trustee may be appointed without ever requiring the resignation of the former trustee and without ever requiring the resignation of the former trustee and without ever remarks except for the execution and acknowledgment of the appointment by the beneficiary of this Deed of Trust. This successor or substitute trustee shall then exceed to all rights, obligations, and duties of the Trustee. This appointment may be made on Lender's behalf by the President, any Vice

IOTICES. Any notice required to be given under this Dead of Trust, including without limitation any notice of default and any notice of tale shall be given in writing, and shall be given for writing, and shall be affective when actually delivered, when actually received by telefactivitie (unless otherwise required by law), when deposited with a nationally recognized overright courier, or, if maked, when deposited in the United States mail, as first class, certified or registered mail poetage prepaid, directed to the addresses shown near that beginning of this Dead of Trust. Any party may change its address for notices under this Dead of Trust by giving formal written notice to the other party's address. For notice purposes, Granter agrees to keep Lender informed at all times of Granter's current address. Unless otherwise provided or required by law, if there is more than one Granter, any notice given by Lender to any Granter's deemed to be notice given to all Granters.

to all Graniors.

REFINANCING. The Note secured hereby consiliutes a renewal, extension, and rearrangement, but not a nevation or discharge of certain existing debts described as A Promissary Note dated May 29, 2012 in the amount of \$250,000.00 executed by Jerry Don Artho payable to Happy State Bank and the Ilons securing some covering the Property recorded underful Doed of Trust recorded underful Clerk's Fie No. 2012010162 Official Public Records Rendail County Toxas of the real property records of Randail County, Toxas (auch debt and filen instruments called the "Existing Lien Instruments"). Granter scrivowledges and gines that Grantor is legally obligated and primarily liable regarding the Existing Lien Instruments and that such Existing Lien Instruments and signess that Grantor is legally obligated and primarily liable regarding the existing Lien Instrument related to work on or Improvements to the Property, Graniber represents and warrons that such work has been fully completed and excepted by Grantor and was begun after the applicable Existing Lien Instruments were executed, extended, and carried forward by this Deed of Trust in full force and offset as security for the Industriants, repetions, such as the property of the State of the Existing Lien Instruments were executed forward by this Deed of Trust in full force and offset as security for the Industriants, repetions of whether same are released of records. The Sines and security Indensit screed of proofs that inches dates to end be effective as of the Existing Lien Instruments. The Sines and security indensits created by this Deed of Trust shall repetible as to and be effective as of the offsetive date of the Existing Lien Instruments. Noting herein shall construed to impair of discharge the Existing Lien Instruments. To the oxident that the terms of the Existing Lien Instruments. Noting herein shall construed to impair of discharge the Existing Lien Instruments. To the oxident that the terms of the Existing Lien Instruments may consilied with or be

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 foon to Grantor, tegether with all interest thereon. Grantor hereby disturbed reliable known as Beneficiary in this Deed of Trust) all of Grantor's right, little, and interest in and to all present and future lesses 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, logether with any Related Documents, constitutes the entito understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be offective 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 either than Grantor's residence, Grantor shall furnish to Londer, 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



DEED OF TRUST (Continued)

Page 6

Lendor shall require. "Not operating income" shall mean all cash receipts from the Property less all cash expanditures made in connection with the operation of the Property.

Capiton Headings. Capiton headings in this Daed 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 sholl be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property of any time held by or for the benefit of Lender in any capacity, without the written consent of Lander.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not proempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Deed of Trust has been excepted by Lender in the State of Texas.

Chaics of Vanue. If there is a lawsuil, and if the transaction evidenced by this Deed of Trust occurred in Randsii County, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Randall County, State of Texes.

upon Lander's request to submit to the jurisdiction of the courts of Randell County, State of Texes.

No Walver 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 emission 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 projudice or constitute a waiver of Lender's right otherwise to design between Lender and Granifor, shall constitute a waiver of any of Lender's rights or of any of Granifor so brigalisms as to cory future instructions. Whenever the constant of Lender is required under this Deed of Trust, the granting of such constant by Lender in any Instance shall not constitute continuing constant to subsequent instances where such constant is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

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, levelid, or unenforceable as to any other circumstance. If feestble, the offending provision shall be considered modified so that it becomes togal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered dealed from this. Deed of Trust. Unless otherwise received by law, the illegatily, invalidity or unenforceability of any provision of this Deed of Trust shall not affect the tegality, validity or enforceability of any other provision of this

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Granter's interest, this Deed of Trust shall be binding upon and inure to the bonefit of the parties, their successors and estigns. If ownership of the Properly becomes vested in a person other han Granter, Lander, without notice to Granter, may deal with Granter's successors with reference to this Deed of Trust and the Indebtodness by way of forbearance or extension without releasing Granter from the obligations of this Deed of Trust or liability under the

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

Walve Jury. All parties to this Beed of Trust hereby walve the right to any jury trist in any action, proceeding, or counterclaim brought by any party against any other party.

any party against any contributes, the following copification words and forms 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 alogular shall include the pluret, and the pluret shall include the singular, as the context may require. Words and terms not otherwise defined in this Good of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" moons Happy State Bonk, and its successors and essigns.

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

Doed of Trust. The words "Deed of Trust" mean this Doed of Trust among Glanter, Lender, and Trustae, and Includes without limitation all assignment and security interest provisions relating to the Personal Property and Rente.

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

Environmental Laws. The words "Environmental Laws" mean any and all state, lederal and local statutos, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Componation, and Llabifly Act of 1980, as amended, 42 U.S.C. Section 8691, at seq. ("CERCLA"), the Superfund Amendments and the Resource Consorvation and Recovery Act, 42 U.S.C. Section 8691, at seq. or other applicable state or (ederal 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 Indobtedness. The words "Existing Indobtedness" mean the Indebtedness described in the Existing Liens provision of this Deed of Trust.

Grantor. The word "Grantor" meens JERRY ARTHO.

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

without limitation is guaranty or an or pair or ine hore.

Hazardous Substances. The words "Hazardous Substances" mean malerials that, because of their quantity, concentration or physical, chamical or infectious chamaterialists, may coure or pose a present or potential hazard to human health or the onvisonment whan improperly used, treated, attored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hezardous Substances" are used in their very broadest sense and incivide without finitiation any and all hazardous or texts substances, materials or waste as defined by or listed under the finitenance and likely the first or the first order of the first order of the first order. The term "Hezardous Substances" also includes, without limitation, petroteum 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 an 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 obigations or expenses incured by Truste or Lender to enforce Grantor's obigations under this Doed of Trust, together with interest on such amounts as provided in this Doed of Trust. Specifically, without limitation, indebtedness includes all amounts that may be indirectly accured by the Cross-Collateralization

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

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

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of premonal property now or hereafter owned by Granior, and now or hereafter attached or affixed to the Real Property; together with all accassions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and logether with all proceeds [Including without Ilmitation at Insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

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

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

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DEED OF TRUST (Continued)

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

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

Trustoe. The word "Trustee" means PLA Services, Inc., whose address is 701 S TAYLOR, Suite 601, AMARILLO, TX 79101 and any substitute or successor trustees.

GRANYOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS. GRAHTOR: JEBRY ARTHO AND JERRY D. ARTHO AND INDIVIDUAL ACKNOWLEDGMENT) 65 COUNTY OF This instrument was acknowledged before me on ANGWY ARTHO AKA JERRY DON ARTHO. by JERRY ARTHO NIKIA JERRY D.

SABRINA K. SHIELDS NOTARY PUBLIC, STAYE OF YEAS Connection Expires 03-04-2017

LASER PRO Londing, Ver. 13,2,20,010

FILED AND RECORDED

1660414.57578

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

DEED OF TRUST

RECORDATION REQUESTED BY: Happy State Bank Canyon Branch 1908 4th Avenue P.O. Box 1 Ganyon, TX 79018

WHEN RECORDED MAIL TO: Happy State Bank Canyon Branch 1908 4th Avanus P.O. Box 1 Canyon, TX 79015

SEND TAX NOTICES TO: Happy State Bank Canyon Branch 1908 4th Avenue P.O. Box 1 Conyon, TX 70015

2013015430 DT THE RESIDENCE OF THE PROPERTY BY

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

. TERNET IN EST LINES IN 1801 IN 1801 IN 1801 IN 1803 IN 1803 IN 1803 IN 1804 IN 1803 IN 1803 IN 1803 IN 1803

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 GRAIN. For valuable consideration, Grantor conveys to Tructee in trust, with power of sale, for the benefit of Lender as Deneficiary, the following described real property, together with all existing or subsequently enected or niftxed buildings, improvements and features; and all easements, rights of way, and appurtenences; all water and water rights; and all other rights, royalties, and profits relating to the roal property, including without limitation such rights as Grantor may have in all minerals, oil, gas, goolhormal and similar matters, (the "Real Property") located in Randall County, State of Texas:

W 357 AC or Section 164, Block 9, Rendall County, Texas

GROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures nil obligations, debts and liabilities, plus interest themon, of Grantor to Londer, or any one or more of them, as well as all claims by Londer against Grantor or any one or more of them, whether now asking or hereafter arising, whether related to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or individual or describing and, flatidated or unsimpled to whether Granter may be listed individually or jointly with others, whether obligated as gerantor, surely, 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 amendor.

REVOLVING LINE OF CREDIT. This Deed of Trust accurs the indebtodness including, without limitation, a revolving line of credit, which obligates Londor to make advances to Granter so long as Granter compiles with all the terms of the Note.

Granior hareby absolutely assigns to Londer (elso known as Baneficiary in this Dead of Trust) all of Granior's right, title, and interest in and to all plassent and future leases of the Property and all Rents from the Property. In addition, Granior grants to Lender a Uniform Commercial Code accurrily interest in the Personal Property and Rents.

This deed of trust, including the assignment of reints and the security interest in the rents and personal property, is given to secure (a). Payment of the indedtedness 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, Granter shall pay to Lender all amounts secured by this Dead of Trust as they become due, and shall strictly and in a timely manner perform all of Granter's obligations under the Note, this Deed of Trust, and the Related Decuments.

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

POSSESSION AND MAINTENANCE OF THE PROPERTY. Granter agrees that Granter's possession and use of the Property shall be governed by Possession and Use. Until the accurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or menage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grunter shall methods the Property in tenantable condition and promptly perform all repails, replacements, and metalanance necessary to preserve its volve.

Duty to maintain. Granter shall maintain the Property in tenaments complete and promptly general to the Property to preserve its volvo.

Compliance With Environmental Laws. Grantor represents and warrants to Londer their. (1) During the period of Granter's ownership of the Property, that has been no use, generation, manufacture, storage, treatment, disposal, telease or threatened release of any Hatardous 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, (6) any exact or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hatardous Substance on, under, about or from the Property by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Granton nor any tenant, contractor, agent or other authorized user of the Property shall use, generated by Lender in writing, (a) neither Granton nor any tenant, contractor, agent or other authorized user of the Property shall use, generated by Lender in writing, (a) neither disclosed any Hazardous Substance on, under, about or from the Property shall use, generate, storage that be conducted in compliance unthinizes Lender and its agants to onter upon the Property to make such inspections and lead to the Continued to create any responsibility or flability on the part of Lander's purposes only and shall not be construed to create any responsibility or flability on the part of Lander in Grantor for its and the parson. The representations and warranties contained herein are based on Grantor's due disgence in invastinging the Property for event Grantor honology (1) releases and varies any future claims against Lender for Indernity or contribution in the event of the Deed of Trust. Any Inspections or losts made by Lender and the parson. The property for indirectly s

DEED OF TRUST (Continued)

Pago 2

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

Militarion, Wasto. Granfor shall not cause, conduct or permit any nuisance or commit, or sulfer any stripping of or waste on or to the Property. Without limiting the generality of the foregoing, Granfor will not remove, or grant to any other party the right to temove, any limiter, minerals (including oil and gas), coat, clay, scorib, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and east-mants (such as gas and oil) not owned by Grantor and of which Granfor has informed Lender in writing prior to Grantor's signing of this Dasd of Trust.

Removal of improvements. Granior shall not demoitsh 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 Granior to make arrangements satisfactory to Lender to replace such improvements with improvements of at feast equal value.

Lender's Right to Enter. Londer 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 surposes of Grantor's compliance with the terms and conditions of this Osed of Trust.

Compliance with Gevernmental 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 feith any such taw, 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 Lander, to protect Lender's Interest.

Duty to Protect. Granfor agrees neither to abandon or leave unallended the Property. Granfor shall do all other acts, in addition to those acts and 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. Leader may, at Lander's option, declare immediately due and payable of sums secured by this Dood of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of this Real Property, or any interest in the Real Property, or any interest in the Real Property, or any interest in the Real Property, whether by outright each, deed, installment sale contract, fond contract, contract for deed, leasthold interest with a term greater than three (3) years, lease-option contract, or by sale, salignment, or transfer of any beneficial interest in or is only land trust holding tills 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 toxes and fiens 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 applint or on account of the Property, and shall pay when due all claims for work done on or for services rendered or real-relationshald to the Property. Grantor shall meintain the Property free of all tens having priority over or equal to the interest of Lender under this Deed of Trust, except for the fiel of taxes and assessments not due, except for the Existing indebtedness referred to below, and except so otherwise provided in this Deed of Trust.

Mobiledness reterms to bolow, and except as otherwise provided in this Deed of Trust.

Hight to Contest. Granter may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Londor's interest in the Property is not jappretized. If a lien actes or is filed as a result of nonpayment, Granter shall within fileden (15) days efter Granter has notice of the filing, secure the discharge of the file, or the filed, within fileden (15) days efter Granter has notice of the filing, secure the discharge of the file, or the fileden of the file of the fil

Evidence of Payment. Greator 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 Londer at any time a written statement of the taxes and assessments against

Notice of Construction. Granfor shall nobify Lender at least filteen (15) days before any work is commenced, any services are furnished, or any malariats are supplied to the Property. If any machaniles lien, materials are supplied to the Property. If any machaniles lien, materials, or other lien could be asserted on account of the control, services, or materials. Granfor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Granfor 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.

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

Ministenance of Insurance. Granter shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair votue basts for the full insurance covering all improvements on the Real Property in an amount autificient to avoid application of any coinsurance clause, and with a standard marigage clause in favor of Lender. Granter hat see procure and maintain comprehensive general liability insurance profices. Additionally, Granter shall melitate such circle. Granter hat see procure and additional insurads in such liability insurance profices. Additionally, Granter shall melitate such circle insurance, as Lender may request with Trustee and Lender being named as additional insurads in such liability insurance profices. Additionally, Granter shall melitate such circle insurance, as Lender may reasonably require. Posces shall be written in form, amounts, coverages and basis interruption, and boiler insurance, as Lender may reasonably require. Posces shall be written in form, amounts, coverages and basis. THROUGH Existing Policies Owned to Lender, with losses made payoble to Lender. GRANTICR MAY FURNISH THE REQUIRED INSURANCE WHETHER THROUGH Existing Policies Owned in Countries of the Countries of countries of the Countries of the Countries of countries of the Countries of countries of countries of the Countries of countries of countries of countries of the Countries of countries o

National Flood insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Granicr shad promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Granicr falls to do so within fifteen, 15f days of the casualty. Whether or not Lender's security is impatied, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the induction of the Indebtedness, payment of any item statisticating the Property, or the restoration and repair of interpolate, the damaged of obstroyed Improvements in a manner salisticationy to Lender. Lender shall, upon salisticationy proof of such expanditure, pay or reimburse Granicr from the proceeds for the reasonable cost of tepair or restoration if Granicr is not in default under this Deed of Trust. Any proceeds which have not been distourced within 180 days after their receipt and which Lender has not open accurate interest, and the remarker, if any, shall be used first to pay any amount owner this Deed of Trust, then proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Granicr as Granicr's Granicr as Granicr's Interest may appear.

Compliance with Existing Indebtedness. During the particles with Existing Indebtedness. During the particles with Existing Indebtedness.

proceeds after payment in our of the interiorness, such proceeds and to grante as Granter as interests may oppear.

Compliance with Esisting indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the instrument evidencing such Existing Indebtedness shall constitute compliance with the instrument 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.

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DEED OF TRUST (Continued)

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Granlor's Report on Insurance. Upon request of Lender, however not more than once a year, Granlor shall futnish to Lender a report on each axisting 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 correct replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Granlor shall, upon request of Lender, have an independent appraisar satisfactory to Lender determine the cash value replacement cost of the Property.

replacement cost of the Property.

LEIDER'S EXPENDITURES. If any action or proceeding is commanced that would materially affect Lendar's Interest in the Property or II Grantor fails to comply with any providen of this Deed of Trust or any Related Occuments, including but not limited to Grantor's faiture to comply with any providen or provided as a 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 shalf not be obligated to) take any action that Lender deems appropriate, including but not limited to discharged paying all taxes, Fens, security Interests, encumbrances and other claims, at any time teved or placed on the Property and paying all casts for insuring, maintaining and preserving the Property. All such expended purposes by Lender to each purposes will then been interest at the total real from the data paid by Lender to the date of repsyment by Grantor. To the extent permitted by applicable law, oil such expenses will become a part of the indebledness and, Lendor's option, will (A) be payable on damand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become a command; (B) to added to the balance of the Note and be apportioned among and be payable with any installment payments to become a cut of the Indebledness and any applicable insvance policy; or (2) the remaining term of the Note; of become a part of the Indebledness and fall the Lender may be antibled upon Default.

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

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

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

Defense of Title. Subject to the exception in the paragraph above, Grantor variants and will forever defend the title to the Property against the fawful claims of all persons. In the ovent any action or proceeding is commenced that questions Grantor's title or the interest of Truste or Lender under this Deed of Trust, Grantor variants and Grantor's expents. 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 orbote, and Grantor will deliver, or cause to be defivered, 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 Granter in this Daed of Trust at survive the execution and delivery of this Daed of Trust, shall be continuing in nature, and shall remain in full force and effect until at time as Granter's indebtedness shall be paid in full.

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

Existing Lian. The isn of this Dead of Trust securing the indebtedness shall be subordinate to the isn securing payment of an existing obligation to Panhardio-Plains Lond Bank, FLCA. The oxisting obligation has a current principal balance of approximately \$399,020.00 and is in the original principal amount of \$474,000.00. Granter expressity coverants 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 opicement 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, Granter shall promptly notify Lender in writing, and Granter shall promptly take such stops as may be necessary to defend the action and obtain the award. Granter may be the nominal party in such proceeding, but Lender shall be amilited to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Granter parmit such participation.

Application of Not 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 condomnation of the Property, are hereby absolutely assigned condomnation, and if oil or any part of the Property is condomnate by eminent domain proceedings or by any proceeding or purchase in fleu or condomnation, Londor may at its election require that all or any portion of the not proceeds of the award by 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 offer payment of all reasonable costs, expenses, and attermacys fees incurred by Trustee or Lender in connection with the condemnation.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions rolating to this Daod of Trust as a security agreement are a part

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.

Lender shall have all or the figure of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Granter shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property, in addition to recording this Dade of Trust is the real property records, Lender may, at any time and without further authorized from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing electroment. Granter shall relimbere Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Granter shall not remove, sever or detach the Personal Property from the Property. Does default, Granter shall not remove, sever or detach the Personal Property from the Property fro

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

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions rotaling to further assurances and altomay-in-fact are a part of this

Further Assurances. At any time, and from time to time, upon request of Londer, 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 filled, eccended, selfied, or referenced, at the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deads of funds, security doods, security agreements, financing statements, continuotion statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or destable in order to effectivate, complete, perfect, confinue, or preserve (1). Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the tiens and 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.

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



DEED OF TRUST (Continued)

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

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

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

Payment Default. Granier fals to make any payment when due under the indebtedness.

Other Defaults. Granice falls to comply with at to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Occuments at to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Granice.

Compliance Default. Falking 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. Fature of Granior within the time required by this Doed of Trust to make any payment for laxes or insurence, or any other payment necessary to prevent filing of or to effect discharge of any filen.

False Statements. Any warranty, representation or statement made or furnished to Londer by Grantor or on Grantor's behalf under this Dood 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 Colleters(zeitlen. This Deed of Trust or any of the Related Documents ceases to be in full force and offect (including failure of any collateral document to create a valid and perfected security interest or lien) at truy time and for any reason.

Death or insolvency. The death of Granter, the insolvency of Granter, the appointment of a receiver for any part of Granter, any assignment for the benefit of creditions, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency leave by or regulants Granter.

Incoverse laws by or against granter.

Craditor or Ferfailure Proceedings. Commencement of foreclosure or fortellure proceedings, whether by judicial proceeding, soli-help, repossession or any other method, by any creditor of Granter or by any governmental agency against any property securing the indebtodness. This includes a grantshement of any of Granter's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Granter as to the validity or responding or method mytch is the basis of the creditor or fortellure proceeding and if Granter gives Lender written notice of the creditor or fortellure proceeding and deposits with Lender montes or a surely bond for the creditor or fortellure proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the default.

Breach of Other Agreement. Any breach by Granter under the terms of any other agreement between Granter and Lender that is not remodiled within any grace partied provided therein, including without limited on any agreement concerning any indebtedness or other obligation of Granter to Lender, whether existing now or leter.

Events Affecting Gueranter. Any of the preceding events occurs with respect to any gueranter, endorser, surely, or accommodation party of any of the indebtedness or any gueranter, anderser, surely, or accommodation party dies or becomes incompetent, or ravokes or disputes the validity of, or flability under, any Gueranty of the indebtedness.

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

insecurity. Londer in good faith believes licelfinsecure.

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 sult or other action is commenced to foreclose any existing tien on the Property.

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

Election of Romadies. Election by Lender to pursue any remody shall not exclude pursuit of any other remody, and an election to make expanditures 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. Londer may declare the unpold principal balance of the indebtedness due and payable. In no event will Grantor be required to pay any unearmed interest.

Foreclosure, if Londer fivokes the power of sale, Trustee, at the request of Lander, may cell 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 Toesday of any month, blief the Trustee or its egent 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 amanded.

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.

onder the Uniterm commercial code.

Collect Ronts. 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. Londer shall provide any nolice required by applicable law with regard to such enforcement of its right to collect and receive the Rents. In addition, if the Property is vector or or to take the Property. Lender shall not be liable for its failure to rent the Property, to collect any Rents, or to exercise difference 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 landord with respect to any occupant of the Property. Rents so received shall be applied by Lender first to the remaining unpine balance of the indebtedness, it such order or manner as Lender shall olect, and the residue, if any, shall be paid to the person or persons legally ontitled to

Trustoe's Powers. Granter hereby jointly and severally authorizes and empowers Trustee to sell all or any portion of the Property logatine 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 diseds of conveyance of fee simple title, or of fesser estates, and bills of sole and assignments, with covenants of general warranty made on Granter's behalf. In no event shall trustee be required to exhibit, present or display at any such as's any of the Property to be sold at such sells. The Trustee making such sole shall receive the proceeds of the sale of shall apply the same of provided below. Payment of the purchase price to Trustee shall satisfy the liability of the purchaser of any such sale of the Property, and such person shall not be bound to look after the application of the proceeds.

Appoint Receiver. Lander 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 forectosure or sale, and to collect the Retex 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 parmitted 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.

Tenency at Sufference. If Granier remains in possession of the Property ofter the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Granier, Granier, Stall become a tenant at sufference of Lender or the purchoser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, (2) vacafe the

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DEED OF TRUST (Continued)

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Property immediately upon the demand of Lender, or (3) If such tenants refuse to surrender possession of the Property upon demand, the prochaser shall be entitled to institute and metalish the statutory settion of forceble entry and detainer and procure a writ of passession 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 low or in

aguicy.

Salo of the Property. To the extent permitted by applicable law, Grenter hereby walves any and all rights to have the Property manufacture, in exercising its rights and remedies, the Trustee or lender shall be free to sell all or any part of the Property logation or apparately, in one sale or by appareto sales. Londer shall be entitled to bid at any public sale on all or any part of the Property logation or apparately, in one any part of the Property to the highest bidder for each with a general worranty buffing Grantor, subject to prior lens and to other exceptions to conveyance and warranty. Grantor walves all requirements of approximents in lary. The alifedant of any person having knowledge of the facts to the offeet that proper notice as required by the Texas Property Code was given shall be prime facto evidence of the Property in any foreclosure sale under this Deed of Trust shall be prime facto evidence of the Property in any foreclosure sale under this Deed of Trust shall be prime facto evidence of the furth of such facts, and all powers granted by this Deed of Trust shall be a perpetual bar agents! Grantor, Grantor's hoirs, successors, assigns and legal representatives.

Proceeds. Trustee shall say the proceeds of any sale of the Property (a) first, to the expenses of forecleaure, including reasonable fees or charges pold to the Trustee, including but not limited to fees for enforcing the tien, posting for sale, setting, 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.

the balance, if any, to Granicr.

Attomoys' Fees; Expenses. If Lender institutes any suit or oction to enforce any of the terms of this Doed of Trust. Lender shall be entitled to recover such sum as the court may adjudge reasonable as Lender's attorneys' fees at their and upon any appeal. Whether or not any court action is involved, and to the extent only protected by law, at recovantable expenses Lender incurs that in Lander's opinion are advantable and shall be at interest at the Note rate from the date of the expenditive until repair. Expenses covered by this paragraph include, without limitation, however subject to any firsts under applicable law, Lender's teatonable internays' fees and Lender's legal expenses, whether or not three to a formul, including Lender's reasonable of liminary's reasonable of the protection of a formul, including Lender's reasonable of liminary's reasonable of the protection and the state of the country of the protection and the state of the country of the country of the protection and the state of the country of the protection and the state of the following the state of the following the state of the protection and the state of the following the state of the f

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

Powers of Trustee. In oddition to all powers of Trustee arising as a matter of low, Trustee that 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 faling a map or plat of the Real Property, including the dedication of streats 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 Lander under this

Obligations to Holify. Trustee shall not be obligated to notify any other Eenholder of the Property of the commencement of a foreclosure proceeding or of the commencement of any other action to which Londor 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 sete, and tender 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. Lander, at Lander'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, refused or feature 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 successor or according and acknowledgement of the appointment by the beneficiary of this Dead of Trust. The successor or substitute trustee shall then President, Secretary, or Cashler of Lander.

Prosident, Secretary, or Cashler of Lander.

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 offective when actually delivered, when actually received by telefactive (unless otherwise required by law), when deposited with a neithably received overnight courion, or, if malled, when deposited in the United States mail, as first class, callful and the party of the property of the notice is under this Deed of Trust by symptom willish notice to the other purises, specifying that the purpose of the notice is otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor's current address. Unless to as Grantors.

to all Grantors.

REFINANCING. The Note occurred hereby constitutes a renewal, extension, and rearrangement, but not a nevation or discharge of certain oxisting debts described as A Promissory Note dated May 29, 2012 executed by Jerry Don Artho payable to Happy State Bank and the liens accurring same covering the Property recorded underfall Deed of Trust reported under Clerks File No. 2012010180 Official Poblic Records Rendal? County Toxas of the real property records of Rendal? County, Toxas (such debt and lien Instruments called in "Existing Uan Instruments"). Grantor acknowledges and agrees that Grantor is legally obligated and primarily feable regarding the Existing Uan Instruments are wald and subsisting tiens and security interests in and to the Property. To the extent that such work on or improvements to the Property, Grantor represents and warrants that such work has been fully complated and accepted by Grantor and was begun after the appricable Existing Lien Instruments were executed, deferred and recorded. The full force and officer as security for the indebtedness; regardless of whether same are released or record, with Beneficiary being fully subrogated and onlited to all of the lions, security interests, rights, powers, and equites of the Existing Lien Instruments. The liens and security interests that one the effective so the infective date of the Existing Lien Instruments. A foreclosure under the Existing Lien Instruments. The liens and security interests that operate as a foreclosure under the Existing Lien Instruments. The liens and security interests that control.

Full Report of Trust shall related back to and be effective as of the affective date of the Existing Lien Instruments. A foreclosure under the Existing Lien Instruments. The liens and security interests that control.

FUTURE ADVANCE CLAUSE. In Addition to the Note, this Deed of Trust secures all future advances made by Lender to Granter 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 Londer in its discretion may loan to Granter, togother with all interest made in the result in the Note, all future amounts Londer in its discretion may loan to Granter, togother with all interest the Amounts all related the Property and all Rents from the Property, in addition, Granter grants to Lender a Uniform Commarcial Code security interest and in the Personal Property and Ronts.

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

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

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified stelement of not 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. "Not operating income" shall mean all cash receipte from the Property less all cash expenditures made in connection with the operation of the Property.

Ospillon Neadings. Caption headings in this Daed 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 lims hald by or for the banefit of Lander in any capacity, without the written consent of Lander.

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 Toxes without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Toxes.

Choice of Venue, if there is a lowsuit, and if the transaction evidenced by this Deed of Trust occurred in Randall County, Grenter agrees upon Landor's request to submit to the jurisdiction of the courts of Randall County, State of Texas.

upon Condors request to submit to the jurisdiction of the courts of Rendas County, State of Texas.

No Walver by Londer. Lender shall not be deemed to here walved any rights under this Dade of Trust unless such walver is given in writing and signed by Lander. No delay or omission on the part of Lender in exercising any right shall operate as a walver of such right or exploring any right shall operate as a walver of such right or explored the state of the s

Saverability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be Biggil, invalid, or unanforceable as to any circumstance, that finding shall not make the offending provision Blegal, leveld, or unanforceable as to any other circumstance. If feasible, the offending provision shall be considered more offending provision state to a second and the offending provision and the offending provision and the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise regard by law, the tilegally, invalidaty, or unanforceability of any provision of this Deed of Trust. In the legality, validity or enforceability of any other provision of this

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 laure to the benefit of the parties, their successors and assigns. If ownership of the Properly becomes vested in a person other than Grantor, Lender, without noise to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbestence or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the

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 hist in any action, proceeding, or counterclaim brought by any party against any other party.

DERIMINANS. The following capitalized words and terms shall have the following meanings when used in this Doed of Trust. Unless specifically stated to the contrary, all references to dotter amounts shall mean amounts in towful money of the United States of America. Words and terms used in the singular shall lactude the plurat, and the plurat shall include the singular, as the context may require. Words and terms not otherwise defined in this Doed 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.

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

Doed of Trust. The words "Deed of Trust" mean this Deed of Trust emong Grantor, Lender, and Trustee, and includes without limitation as assignment and security interest provisions rotating 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 diletale federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without flatibilities the Comprehensive Environmental Response, Comparation, and Llabity Act of 1980, as semented, 42 U.S.C. Section 9801, a seq. ("CERCLA"), the Superfund Amandments and Reauthorization Act of 1988, Pub. L. No. 99-499 ("SARA"), the Hostorious Materials Transportation Act, 40 U.S.C. Section 1801, at seq., regulations adopted pursuant thereio.

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 indobtedness. The words "Existing indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of

Orantor. The word "Grantor" means JERRY ARTHO.

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

Window Immeson is guaranty or an or part or the Note:

Hazardous Substances. The words "Hazardous Substances" mean moterials 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, storad, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without kriticallon any and either abardous or toxic substances, materials or waste as defined by or fisted 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, mabite homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtodness. The word "Indebtedness" means all principal, interest, and other property.

Related Documents, togother with all renewals of, extensions of, medifications of, contolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Londer to discharge Granier's obligations or expenses incurred by Truste Trust. Specifically, without limitation, indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization 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 Granter to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note of agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Personal Property. The words "Personal Property" mean all equipment, intures, and other articles of personal property now or hereafter arms of 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 bearance 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.

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

DEED OF TRUST
(Continued)

Page 7.

Rolated Documents. The words "Robied Documents" mean oil promissory notes, credit agreements, lean agreements, environmental agreements, guaranties, security agreements, mortageas, deads of trust, security deads, collateral mortageas, and oil other instruments, ogreements, guaranties, security agreements, whether now or herealitic volking, axecuted in connection vides, collateral mortageas, and oil other instruments, ogreements, guaranties, security deads, collateral mortageas, and oil other instruments, ogreements, france in the word "Ronts" means all present and future rents, revenues, income, issues, royalities, profits, and other benefits derived from the Property. The word "Ronts" enables on each off Ronts" as defined in Chapter 84 of the Toxas Property Code.

Trusios. The word "Ronts" enables on each off Ronts" as defined in Chapter 84 of the Toxas Property Code.

Trusios. The word "Ronts enables on each off Ronts" as defined in Chapter 84 of the Toxas Property Code.

Trusios. The word "Ronts enables on each off Ronts" as defined in Chapter 84 of the Toxas Property Code.

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

INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIVIDUAL ACKNOWLEDGMENT

This instrument was acknowledged before me on AMANA JERRY D. ARTHO AKKA JERRY DON AKKA J

LASER PRO Lending, Vor. 13.2.20.010 Copr. Harland Financist Solutions, Inc. 1897, 2013. All Rights Reserved. - TX C:\(\text{CAHARLAND\continuous PR-PL\(\text{IG91}\), FC TR-6765 PR-18

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Renae Cathour

2013015430 08/18/2013 81:10 FH Fee: 40.60 Ranse Calhoun, County Clerk Randoll County, Texas DT Is a "Conflict of Interest" of Happy's "Fiduciary Responsibilities".

#56 count of Racketeering when Happy Filed & Recorded, Artho's Deaf Smith County Double A's Deed of Trust, in the WRONG County of Randall.

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

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

Aug. 18th 2013

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

EVIDENCE Happy knew the CORRECT, legal land description on Apache Point. Happy Filed & Recorded the CORRECT, legal land description on Apache Point. RP 133-139

EVIDENCE Happy knew the CORRECT, legal land description on Artho 1/4.

Happy Filed & Recorded the CORRECT, legal land description on Artho 1/4's Deed of Trust. RP 126-132

RP 1158-1164

EVIDENCE of the CORRECT, legal land description on Artho 1/4.

All the way back to The Republic of Texas 12-22-1836 & joining the Union 6-23-1845.

RP 303-322

EVIDENCE of the CORRECT legal land description on Artho 1/4 RP 296

#57 count of Racketeering when Happy ILLEGALLY added, hand written in account #1660414.57578, to a Filed & Recorded Deed of Trust.

The addition is NOT initialed by Happy, nor by Artho.

RP 1165-1171

#58 count of Racketeering when Happy ILLEGALLY added, hand written in account #1660414.57578, to a Filed & Recorded Deed of Trust.

The addition is NOT initialed by Happy, nor by Artho.

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

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

#59 count of Racketeering when Happy ILLEGALLY added, hand written in account #1660414.57578, to a Filed & Recorded Deed of Trust.

The addition is NOT initialed by Happy, nor by Artho.

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

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

#60 count of Racketeering when Happy ILLEGALLY added, hand written in account #1660414.57578, to a Filed & Recorded Deed of Trust.

The addition is NOT initialed by Happy, nor by Artho.

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

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

#61 count of Racketeering when Happy ILLEGALLY added, hand written in account #1660414.57578, to a Filed & Recorded Deed of Trust.

The addition is NOT initialed by Happy, nor by Artho.

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

ILLEGALLY ruins Artho's present & future credit.

#62 count of Racketeering when Happy ILLEGALLY added, hand written in account #1660414.57578, to a Filed & Recorded Deed of Trust.

The addition is NOT initialed by Happy, nor by Artho.

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

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

#63 count of Racketeering when Happy ILLEGALLY added, hand written in account #1660414.57578, to a Filed & Recorded Deed of Trust.

The addition is NOT initialed by Happy, nor by Artho.

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

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

#64 count of Racketeering when Happy ILLEGALLY added, hand written in account #1660414.57578, to a Filed & Recorded Deed of Trust.

The addition is NOT initialed by Happy, nor by Artho.

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

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

Aug. 18th 2013

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

#65 count of Racketeering when Happy ILLEGALLY added, hand written in account #1660414.57578, to a Filed & Recorded Deed of Trust.

The addition is NOT initialed by Happy, nor by Artho.

RP 1172-1178

#66 count of Racketeering when Happy ILLEGALLY added, hand written in account #1660414.57578, to a Filed & Recorded Deed of Trust.

The addition is NOT initialed by Happy, nor by Artho.

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

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

#67 count of Racketeering when Happy ILLEGALLY added, hand written in account #1660414.57578, to a Filed & Recorded Deed of Trust.

The addition is NOT initialed by Happy, nor by Artho.

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

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

#68 count of Racketeering when Happy ILLEGALLY added, hand written in account #1660414.57578, to a Filed & Recorded Deed of Trust.

The addition is NOT initialed by Happy, nor by Artho.

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

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

#69 count of Racketeering when Happy ILLEGALLY added, hand written in account #1660414.57578, to a Filed & Recorded Deed of Trust.

The addition is NOT initialed by Happy, nor by Artho.

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

ILLEGALLY ruins Artho's present & future credit.

#70 count of Racketeering when Happy ILLEGALLY added, hand written in account #1660414.57578, to a Filed & Recorded Deed of Trust.

The addition is NOT initialed by Happy, nor by Artho.

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

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

#71 count of Racketeering when Happy ILLEGALLY added, hand written in account #1660414.57578, to a Filed & Recorded Deed of Trust.

The addition is NOT initialed by Happy, nor by Artho.

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

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

#72 count of Racketeering when Happy ILLEGALLY added, hand written in account #1660414.57578, to a Filed & Recorded Deed of Trust.

The addition is NOT initialed by Happy, nor by Artho.

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

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