

CENTRAL BANK & TRUST

777 West Rosedale
Fort Worth, Texas

\$ 22,487.84

April 20, 19 87

DEED OF TRUST NOTE

FOR VALUE RECEIVED, the undersigned (whether one or more, and any endorsers hereof) jointly and severally promise to pay to the order of the Central Bank & Trust at its banking house in the City of Fort Worth, Tarrant County, Texas, or at such other place as the holder of this Note may hereafter designate, the principal sum of Twenty Two Thousand Four Hundred Eighty and 84/100--- DOLLARS (\$ 22,487.84), or so much thereof as may be advanced, with interest (calculated on the basis of a 365-day year) on the unpaid principal balance from time to time owing hereon computed from the date hereof until maturity at a per annum rate of (check box and complete appropriate paragraph):

☒ 18.00 %

☐ _____ % greater than the prime interest rate charged from time to time by _____ (the prime rate being that rate charged by _____ for short-term loans to substantial and responsible commercial borrowers announced by Bank from time to time and entered in the minutes of the Bank's Loan and Discount Committee Meeting), provided, however, that the rate of interest charged hereunder shall never be greater than the maximum rate of interest which may be charged the undersigned under applicable law. The present rate of interest computed by such formula is _____ % per annum. Any change in the prime rate of interest charged by _____ shall be effective for purposes of changing the rate of interest which this Note bears as of the date of the change of such prime interest rate unless otherwise stated as follows: _____

All past-due principal and interest shall bear interest at the maximum lawful rate permitted to be charged of the undersigned by law.

The principal and interest of this Note are payable as hereinafter specified:

Principal and interest of this note are due and payable on or before July 16, 1987

It is expressly provided and stipulated that notwithstanding any provision of this Note or any other instrument evidencing or securing the loan herein set forth, in no event shall the aggregate of all interest paid by the undersigned or any guarantors or endorsers to the payee hereunder ever exceed the maximum rate of interest which may lawfully be charged by the payee on the principal balance of this Note from time to time advanced and remaining unpaid. In this connection, it is expressly stipulated and agreed that it is the intent of the payee and the undersigned in the execution and delivery of this Note to contract in strict compliance with the usury laws of the State of Texas. In furtherance thereof, none of the terms of this Note or said other instruments shall ever be construed to create a contract to pay for the use, forbearance of detention of money, interest at a rate in excess of the maximum interest rate permitted by law to be charged of the undersigned by the payee. If, from any circumstances whatsoever, fulfillment of any provision hereof or of any instruments securing this Note or any other agreement referred to herein, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to fulfill shall be reduced to the limit of such validity, and if from any circumstance the holder thereof shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall either be spread throughout the length of the term of this Note thereby limiting actual interest charged and paid in any one year period to no more than the highest rate permitted by law, or such amount shall be applied to the reduction of the unpaid principal balance due hereunder and not to the payment of interest. The provisions of this paragraph shall govern over all other provisions of this Note and all other instruments evidencing or securing the loan evidenced hereby, shall such provisions be in apparent conflict herewith.

The undersigned (including endorsers) are to be regarded as principals so far as their liability to the payee is concerned, and all such persons agree that the payee (or other holder hereof) and any one or more of the undersigned may at any time renew and/or extend the date of maturity hereof, or modify the method of payment herein without notice of such fact to any others of the undersigned (including endorsers) who shall remain severally bound for the payment hereof, and agree that any and all mortgages, deeds of trust or other liens given for the payment hereof by the undersigned at any time shall remain in full force and effect as security for the payment of any renewal or extension of this Note or any part thereof.

The undersigned and all endorsers, sureties and guarantors hereof, as well as all persons to become liable on this Note, hereby jointly and severally waive all notices, demands for payment, presentments for payments, notices of intention to accelerate the maturity and actual acceleration of maturity, notices of nonpayment, protests, and notices of protest as to this Note, diligence in collection hereof and in bringing suit hereon. As to any extension or renewal, the rate of interest thereon may be changed or fees in consideration of loan extensions may be imposed and any related right or security therefor may be waived, exchanged, surrendered or otherwise dealt with and any of the acts mentioned in said renewal note may be done, all without affecting the liability of the endorsers, sureties and guarantors, each of whom agrees to remain liable under said renewal note until the debt represented thereby is actually paid in full to the holder. The undersigned agree that the payee's acceptance of partial or delinquent payments, or failure of the payee to exercise any right or remedy contained herein or in any instrument given as security for the payment of this Note shall not be a waiver of any obligation of the undersigned to the payee or constitute waiver of any similar default subsequently occurring. The undersigned and all sureties, endorsers, and guarantors of this Note agree to any substitution, exchange or release of any collateral given as security for this Note or the release of any party primarily or secondarily liable hereon, and further agree that it will not be necessary for any holder hereof, in order to enforce payment of this Note to first institute suit or exhaust its remedies against any maker or others liable hereof, or to enforce its rights against any collateral given as security for this Note.

The undersigned expressly agree that in the event of default in the payment of this Note or of any installment of principal and/or interest of this Note when due, or upon the occurrence of an Event of Default under the Deed of Trust, Security Agreement, and Financing Statement being executed simultaneously herewith, or in the event of default in the performance of any of the terms, covenants or conditions contained in any other instrument or instruments given as security for the payment of this Note, or upon failure of the undersigned to pay when due any amounts owing under such other instrument, or in the event payee in good faith deems itself insecure or otherwise believes that the prospect of payment or performance of this Note or any of its terms is impaired, or if any event occurs or condition exists which authorizes the acceleration of the maturity hereof under any other agreement made by the undersigned, or any representation, warranty or certification made by the undersigned in any certificate, financial statement or other instrument pursuant hereto shall prove to have been incorrect in any material respect upon the date when made; or the undersigned (including endorser) shall admit in writing an inability to pay this Note when due or shall make a general assignment for the benefit of creditors, or shall institute proceedings to be adjudicated a bankrupt or insolvent, or shall consent to the institution of bankruptcy or insolvency proceedings against it or if any court having jurisdiction shall render a decree or order adjudging any one or more of the undersigned (including endorser) a bankrupt or insolvent or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of any one or more of the undersigned (including endorser) under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, the holder hereof may, at its option, without notice of any kind, all of which are hereby expressly waived, declare the principal of this Note, or so much thereof as may remain unpaid at the time, and all interest then accrued thereon at once due and payable, and the payee hereof may immediately exercise its right of setoff as described below. In the event default is made in the prompt payment of this Note when due or declared due, or the same is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, or if any action of foreclosure be had hereon, then the undersigned agree and promise to pay to the owner and holder of this Note, in addition to the other amounts due hereunder, an additional sum not less than ten per cent (10%) of the unpaid principal and interest then due on the Note as attorney's fees plus all expenses incurred in connection with the protection or realization of the collateral pledged as security for repayment of the indebtedness reflected herein or enforcement of any guaranty, incurred by the holder hereof on account of such collection whether or not suit is filed hereon.

The provisions of this Note are binding on the heirs, executors, administrators, successors and assigns of the undersigned (including endorser) and shall inure to the benefit of the payee and holder hereof, its successors and assigns and such provisions shall be construed pursuant to the laws of Texas. The agreements contained herein are performable in Tarrant County, Texas.

As security for this Note, and all other indebtedness which may at any time be owing by the undersigned (and any endorser hereof) to the payee or other holder hereof, the undersigned (and any endorser hereof) give to such payee or other holder hereof a lien and contractual right of setoff in and to all money now in, or at any time hereafter coming within, the custody or control of such payee or other holder hereof (including, without limitation, all deposits and accounts). Additionally, this Note is secured by a Deed of Trust, Security Agreement and Financing Statement of even date herewith to _____

Gerald D. Bentley

as Trustee covering certain real estate located in the County of _____

Tarrant

State of Texas, and described as follows:

The North 40 feet of Lots 1 and 2, Block 6, VAN ZANDT HILLSIDE ADDITION to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume 204, Page 4 Plat Records, Tarrant County, Texas.


Stewart W. Gentling

902 Boland

Fort Worth, Texas ^{Street Address} 76107

CENTRAL BANK & TRUST

777 WEST ROSEDALE
FORT WORTH, TEXAS

DEED OF TRUST SECURITY AGREEMENT FINANCING STATEMENT

THE STATE OF TEXAS

COUNTY OF Tarrant

This instrument is entered into between the Undersigned (hereafter called "Mortgagor" and Gerald D. Bentley (hereafter called "Trustee") as trustee for the benefit of

THE CENTRAL BANK & TRUST, 777 W. Rosedale, Fort Worth, Texas, (hereafter called "Bank").

SECTION I. DEFINITIONS.

- 1.1. The term "Mortgaged Premises" means the following described real property and personal property which is or will become fixtures (list personal property by item or type):

The North 40 feet of Lots 1 and 2, Bloey 6, Van Zandt Hillside Addition to the City of Fort Worth, Tarrant County, Texas, according to the Plat recorded in Volume 204, Page 4, Plat Records, Tarrant County, Texas.

together with all improvements now or hereafter placed upon such property and all appurtenances, servitudes, rights, ways, privileges, prescriptions and advantages in any way thereunto belonging or appertaining.

- 1.2. The term "Obligations" means:
- A. A promissory note of even date herewith in the principal sum of Twenty Two Thousand Four Hundred Eighty Seven and 84/100 Dollars (\$ 22,487.84) executed by Mortgagor and payable to the order of Bank at 777 W. Rosedale, Fort Worth, Texas, or such other place as the holder of the note may designate in writing, with interest as therein provided on terms therein contained.
- B. All promissory notes evidencing additional loans which Bank may hereafter make to Mortgagor (although it is understood that Bank is under no obligation to do so).
- C. All other indebtedness and liabilities of all kinds of Mortgagor to Bank now existing or hereafter arising, whether fixed or contingent, joint and or several, direct or indirect, primary or secondary, and regardless of how created or evidenced.
- D. All sums advanced or costs or expenses incurred by Bank (whether by itself or on its behalf by the Trustee) which are made or incurred pursuant to, or allowed by, the terms of this instrument, plus interest thereon at the rate of ten per cent (10%) per annum from the date paid until reimbursed; and
- E. All renewals and extensions of all of the above whether or not Mortgagor executes any renewal or extension agreement.

SECTION II. CONVEYANCE IN TRUST.

In consideration of Bank's advancing or extending to Mortgagor the funds or credit constituting the Obligations and in further consideration of the mutual covenants herein contained, Mortgagor by this instrument conveys to Trustee the above described Mortgaged Premises, in trust, for the purpose of securing such Obligations. TO HAVE AND TO HOLD the Mortgaged Premises, together with the rights, privileges and appurtenances thereto belonging unto the Trustee and the substitutes or successors forever, and Mortgagor is hereby bound to warrant and forever defend the Mortgaged Premises unto the Trustee, his substitutes or successors and their assigns, against the claims of all persons claiming any interest in the Mortgaged Premises or any part thereof.

SECTION III. MORTGAGOR'S REPRESENTATIONS AND WARRANTIES.

In order to induce Bank to extend or continue the indebtedness represented by the Obligations, Mortgagor represents and covenants that:

- A. **Accurate Loan Information.** All information contained in statements furnished or to be furnished Bank by or on behalf of Mortgagor in connection with the Obligations secured by this instrument is or will be complete and accurate.
- B. **Valid Title.** Mortgagor has valid and indefeasible title to the Mortgaged Premises and has a legal right to grant and convey same to Trustee for the benefit of Bank, and Mortgagor shall, if requested by Bank, execute all proper additional assurances of title.
- C. **Free From Encumbrances.** The Mortgaged Premises are free from all liens, security interests or other encumbrances except as specifically set forth above or as permitted by the provisions of paragraph D of Section IV.
- D. **Property Included as Fixtures.** All awnings, doors and window screens, storm windows and doors, mantels, cabinets, rugs, carpeting, linoleum, wall and in-door beds, stoves, shades, blinds, oil and other fuel-burning systems and equipment, water heaters, radiator covers, and all plumbing, heating, lighting, cooking, ventilating, cooling, air-conditioning and refrigerating apparatus and equipment, and such goods and chattels and personal property as are usually furnished by landlords in letting an unfurnished building, or which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry or in other manner, and all additions thereto and replacements thereof, and such built-in equipment as shown by plans and specifications, are and shall be deemed to be fixtures and accessions to the Mortgaged Premises, being hereby agreed to be immovables and a part of the realty as between the parties hereto, and shall be deemed to be a part of the Mortgaged Premises; and
- E. **Representations, Warranties and Covenants of Corporate Mortgagor.** If Mortgagor is a corporation: 1. it is, and shall continue to be, (a) duly organized and existing under the laws of the state in which it is incorporated, (b) duly authorized to execute and deliver the written instruments comprising the Obligations and this instrument and to observe and perform its duties thereunder and hereunder; 2. its officers executing the instruments comprising part or all of the Obligations are the legally elected, qualified and acting officers of the corporation and have been expressly authorized to execute such instruments by resolution of the corporation's board of directors; and 3. it shall not without Bank's prior written consent, reorganize, consolidate or merge with any other corporation.

SECTION IV. MORTGAGOR'S COVENANTS.

As long as any of the Obligations remains unpaid, Mortgagor shall (at Mortgagor's own expense):

- A. **Maintain Premises and Permit Inspection.** Cause the Mortgaged Premises to be maintained in good condition and cause to be made all repairs, renewals, replacements, additions and improvements thereof or thereto and permit the Trustee and Bank (through its agents and employees) to enter into or upon the Mortgaged Premises for the purpose of investigating and inspecting the condition and operation of the Mortgaged Premises, provided, however, Mortgagor shall not make any material alterations to the Mortgaged Premises without Bank's prior written consent.
- B. **Prevent Vacancies.** Keep occupied habitable improvements on the Mortgaged Premises so as not to impair the insurance carried thereon, and in the event such any improvements become vacant and remain vacant for more than thirty consecutive days, Bank may require the Trustee to take possession of such improvements, rent them, and the rent so received less the reasonable costs and expenses of collection thereof shall be applied as part payment of the Obligations.
- C. **No Sale of Premises.** Not sell, assign or convey any part or all of the Mortgaged Premises (regardless of whether the buyer or assignee "assumes" the Obligations or takes the Mortgaged Premises "subject to" the Obligations) without first obtaining Bank's prior written consent; provide, however, this paragraph shall not apply to sales of standard inventory items in the ordinary course of Mortgagor's business.
- D. **Prevent Other Encumbrances.** Cause the Mortgaged Premises to be kept free and clear of liens, charges, security interests, and encumbrances of every character other than: 1. the liens and other encumbrances created by this instrument; 2. taxes constituting a lien but not due and payable; 3. defects or irregularities in title; and liens, security interests, charges or encumbrances which in Bank's opinion are not such as to interfere materially with the development, operation or value of the Mortgaged Premises and not such as to affect materially title thereto; 4. those above set forth in paragraph 1.1 of Section 1.5, those being constituted in good faith by Mortgagor in such manner as not to jeopardize Bank's rights in and to the Mortgaged Premises; and 6. those consented to in writing by Bank, and Mortgagor covenants that it shall preserve and maintain the liens and other encumbrances hereby created as a first and prior lien or encumbrance on the Mortgaged Premises.
- E. **Carry Insurance.** Carry with standard insurance companies and in amounts satisfactory to Bank insurance in respect of the improvements now or hereafter located on the Mortgaged Premises against loss or damage by fire, windstorm, and any other hazards as may reasonably be required from time to time by Bank during the term of the Obligations hereby secured to the extent of the total amount of the Obligations hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such insurance company or companies as may be approved by Bank. Mortgagor shall deliver to Bank such insurance policies naming it as loss payee and having attached thereto standard mortgage clauses. Mortgagor shall also deliver renewals of such policies to Bank at least twenty (20) days before any such insurance policies shall expire. All such insurance policies shall provide the maximum prior written notice to Bank of cancellation which the insurance companies will provide. Mortgagor hereby assigns to Bank all of Mortgagor's rights, title and interest in all such policies of insurance and authorizes Bank to collect for, adjust or compromise any losses under any insurance policy on the Mortgaged Premises; and all loss proceeds (less expenses of collection) shall, at Bank's option, be applied to payment of the Obligations (regardless of whether the Obligations, or any part thereof, are then due) or to the restoration of the Mortgaged Premises, or may be released to Mortgagor, but any such application or release shall not cure or waive any default.
- F. **Pay Recording Expenses and Maintain Liens.** File at Mortgagor's expense this and every other instrument in addition or supplement thereto including accurate financing statements in such offices and at such times and as often as may be necessary in Bank's opinion to preserve, protect and renew the liens and other encumbrances herein created as a first lien or prior encumbrance on real or personal property as the case may be; and Mortgagor shall do and perform all matters or things necessary or expedient to be done or observed by reason of any law or regulation of any State or of the United States or of any other competent authority for the purpose of effectively creating, maintaining and preserving the liens and other encumbrances created therein.

SECTION VII. MISCELLANEOUS.

- ## SECTION IX. ADDITIONAL PROVISIONS.

ON IX. ADDITIONAL PROVISIONS.

(In the event of a conflict between the printed provisions of this instrument and the additional provisions (if any) contained in this Section, the latter shall control.)

The note hereby secured is given in renewal and extension of that promissory existing indebtedness described as follows: The balance remaining due and unpaid on that one certain promissory note dated March 9, 1982, in the original principal sum of \$31,000.00, executed by Stewart W. Gentling payable to the order of Central Bank and Trust described and secured by Deed of Trust of even date—recorded March 12, 1982 in Volume 7262 Page 196 Deed Records, Tarrant County, Texas AND

Whereas, said note and lien are now held by the beneficiary herein, said beneficiary is hereby subrogated to all rights, liens and equities, interest and remedies created are preserved in said note and lien, all of which are hereby continued in full force and effect in favor of said beneficiary.

EXECUTED this

Mortgagor Debtor:

Stewart W. Gentling

Address:

902 Boland

Fort Worth, Texas 76107

DEED OF TRUST

Stewart W. Gentling

TO

Gerald D. Bentley Trustee for
CENTRAL BANK & TRUST

Return to
Real Estate Department

CENTRAL BANK & TRUST

777 West Rosedale
Fort Worth, Texas

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS X
COUNTY OF _____ X
BEFORE ME, the undersigned authority, on this day personally appeared _____, a corporation, known
President of _____
to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he had executed the same for the purposes and
considerations therein expressed, as the act and deed of said corporation, in the capacity therein stated.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 19 _____

Notary Public, _____ County, Texas

SINGLE OR JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS X
COUNTY OF _____ Tarrant X
BEFORE ME, the undersigned authority, on this day personally appeared _____ Stewart W. Gentling
known to me to be the person(s) _____ whose name(s) _____ subscribed to the foregoing instrument, and acknowledged to
me that _____ he _____ executed the same for the purpose and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ April _____, 19 87

Notary Public, _____ Tarrant _____ County, Texas

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS X
COUNTY OF _____ X
The undersigned County Clerk does hereby certify that the above and foregoing instrument with its certificate of authentication was filed for registration
in my office on _____, 19 _____, at _____ o'clock _____ M. and duly recorded on
_____ of record of _____, 19 _____, at _____ o'clock _____ M. in Vol. _____ Page _____
_____ of record of _____ for said County.
WITNESS my hand and seal of office on the day and date last above written.

CLERK OF _____ COUNTY, TEXAS

By: _____ Deputy

TRUTH-IN-LENDING DISCLOSURES

DATE April 20, 1987

BORROWERS (NAMES AND ADDRESSES):

Stewart Gentling

902 Boland

Fort Worth, Texas 76107

LENDER:

CENTRAL BANK & TRUST

777 WEST ROSEDALE

FORT WORTH, TEXAS 76104

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate 18.00 %	FINANCE CHARGE The dollar amount the credit will cost you 964.83 (3)	AMOUNT FINANCED The amount of credit provided to you on your behalf \$ 22,487.84	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments (e) \$ 23,452.67	You have the right to receive at time an itemization of the Amount Financed YES - I want an itemization ☐ NO - I do not want an itemization ☒	
PAYABLE IN: 90 days MONTHLY DISBURSEMENTS		DUE DATE OF PAYMENTS			RECORDING FEE
		FIRST: -	OTHERS: SAME DAY OF EACH MONTH	FINAL: 7-16-87	AMOUNT OF PAYMENTS
					FIRST: \$ n/a
					OTHERS: \$ n/a
					FINAL: (e) \$3,452.67
					FEE \$9.00

(e) - Estimate

VARIABLE RATE: The annual percentage rate may increase during the term of this transaction if _____

Any increase will take the form of _____

If the rate increases by _____ % in one _____, the _____

will increase to _____. The rate may not increase more often than once a _____

and may not increase more than _____ % each _____. The rate will not go above _____ %

(If checked) _____

THIS OBLIGATION HAS A DEMAND FEATURE.

SECURITY: You are giving a security interest in the property you are _____ purchasing or ☒ you presently own ~~xxx~~ The North 40 ~~Block~~ xxx feet of Lots 1 and 2 Block 6 Van Zandt Hillside Addition to the City of Fort Worth Tarrant County, Texas according to the Plat recorded in Volume 204, Page 4 Plat Records Tarrant County Texas

LATE CHARGE: If payment is late 15 days or more you will be charged 4% of the payment.

PREPAYMENT: If you pay off early, you _____ will ☒ will not have to pay a penalty.

ASSUMPTION: Your loan may not be assumed without written consent of Central Bank & Trust.

I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

INSURANCE

PROPERTY INSURANCE: If written in connection with this loan, may be obtained by borrower through any ~~ref~~ ref of his choice. If borrower desires proper insurance to be obtained through the creditor, the cost will be \$ N/A for _____ months.

FLOOD INSURANCE: Flood Insurance _____ is ☒ is not required. If required, you may obtain insurance from anyone you want that is acceptable to you. If borrower desires Flood Insurance to be obtained through the creditor, the cost will be \$ N/A for _____ months.

A good faith estimate of closing costs along with HUD booklet and a statement reflecting the annual percentage rate (APR) was furnished by Central Bank & Trust the time the loan application was made.

Borrower Stewart W. Gentling Borrower _____

Stewart W. Gentling