

Camp Bowie National Bank

MODIFICATION AGREEMENT

Fort Worth, Tarrant County, Texas

January 12, 19 90

On July 16, 1987, the undersigned Borrower (the "Borrower") executed a promissory note (the "Note") in favor of Camp Bowie National Bank (the "Bank"), of Fort Worth, Tarrant County, Texas, which was and is secured by one certain Deed of Trust-Security Agreement-Financing Statement (the "Deed of Trust") that has been filed of record in Vol. 9015, Page 1722, of the Deed of Trust Records of Tarrant County, Texas (the "Deed of Trust"), against the property described therein, said description being fully incorporated herein by reference, and (initial if applicable) _____ which is additionally secured by other liens and/or security interests created by other instruments executed by the Borrower (the "other Security Agreements").

The Note is in the original principal amount of \$ 33,686.84, bearing interest at the rate of 12 %. If not otherwise accelerated in accordance with the terms of the Note and as allowed by law, the Note is to be retired in one payments of \$ 33,686.84, with the balance of all principal plus accrued interest being due and payable in full on or before 90 days. The Bank and the Borrower acknowledge that the present outstanding principal balance of the Note as of the date hereof is \$ 23,686.84.

The Bank is the present owner and holder of the Note and the Deed of Trust and, if applicable, the other Security Agreements, and the Bank has agreed, subject to the terms hereof, to modify certain provisions of the Note. Therefore, in consideration with the provisions contained in this Modification Agreement and the exchange of other good and valuable consideration, the receipt, adequacy and sufficiency of which are in all things acknowledged and confessed, the Bank and the Borrower agree to amend and modify the Note, such amendments and modifications being effective on January 12, 1990, without in any manner extinguishing or satisfying the Note, as follows.

(Initial applicable line)

N/A The face (principal) amount of the Note is changed from \$ _____ to \$ _____.

N/A The payment schedule on the Note is amended and modified as follows (thereby fully substituting for the prior payment schedule): _____

Sub SGG The maturity date of the Note is changed from November 10, 1989 to February 15, 1990

N/A The interest rate on the Note is amended from _____ % to _____ %.

N/A Additional modifications to the Note are as follows: _____

In further consideration of the amendments and modifications of certain provisions of the Note as hereinabove specifically provided, and other benefits received by the Borrower hereunder, the Borrower hereby fully and forever releases, relinquishes and discharges the Bank, as well as its successors, assigns, agents, officers, directors, employees and representatives, of and from any and all claims, demands, actions and causes of action of any and every kind or character, whether known or unknown, present or future, matured or unmatured, joint or several, contingent or absolute, which the Borrower may have against the Bank, arising out of, in connection with, or with respect to any and all transactions, discussions, negotiations, commitments, understandings and/or dealings, related to the Note and/or related to the Deed of Trust and/or related to the other Security Agreements and/or related to any and all other instruments evidencing the indebtedness set forth by the Note and/or secured by the Deed of Trust and/or secured by the other Security Agreements, which have occurred or have been created prior to the date hereof, including any loss, cost or damage in connection with any breach of fiduciary duty, breach of any duty of fair dealing, breach of confidence, breach of funding commitment, undue influence, duress, economic coercion, conflict of interest, negligence, bad faith, malpractice, violations of the Racketeering Influenced and Corrupt Organization Act, intentional or negligent infliction of mental distress, tortious interference with contractual relations, tortious interference with corporate governance or prospective business advantages, breach of contract, deceptive trade practices, libel, slander, conspiracy or any claim for wrongfully accelerating the Note or attempting to foreclose on any collateral related to the Note.

**READ CAREFULLY THE REVERSE SIDE HEREOF FOR ADDITIONAL TERMS WHICH ARE
ESSENTIAL PROVISIONS OF THIS MODIFICATION AGREEMENT**

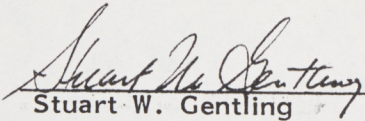
Sub SGG
The Borrower's Initials

The Borrower hereby agrees to pay all costs and expenses, including attorneys' fees, incurred by the Bank in connection with the execution and administration of this Modification Agreement and any other documents executed in connection herewith. Any default by the Borrower in the performance of its obligations herein contained shall constitute a default under the Note, under the Deed of Trust, and under the other Security Agreements and shall allow the Bank to exercise all of its remedies set forth in the Note, in the Deed of Trust and/or in the other Security Agreements. The Bank does not, by its execution of this Modification Agreement, waive any rights it may have against any person not a party hereto.

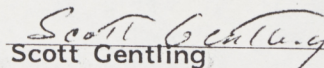
The amendments and modifications described herein are carried forward and apply to any and all other documents, instruments, writings and papers which refer to or are in any way connected with or related to the Note. All other terms, conditions and covenants in the Note and/or in the Deed of Trust and/or in the other Security Agreements, not otherwise specifically modified by this Modification Agreement, shall be and remain the same and shall continue to be in full force and effect, and the Borrower hereby acknowledges, reconfirms and reaffirms its liability and obligations to the Bank thereunder and pursuant thereto any and all provisions not otherwise specifically modified, amended or changed by this Modification Agreement as set forth by the Note and/or by the Deed of Trust and/or by the other Security Agreements are not hereby in any manner altered, modified or waived, but the same shall be and remain in full force and effect and controlling in accordance with their respective terms, said other terms and provisions being hereby in all things reconfirmed, ratified and incorporated herein by reference by the Borrower. The term Prime Rate and/or Base Rate as referred to herein or mentioned hereby, if so referenced or mentioned, shall mean the interest rate announced from time to time by the Bank as a general reference loan rate of interest and it may or may not be the lowest interest loan rate charged by the Bank at any time, or from time to time. No provision of the Modification Agreement, or of any instrument referenced hereby, referred to herein, or related hereto, will, under any set of circumstances, require the payment of or permit the collection of interest in excess of the maximum rate permissible to be charged to the Borrower by the Bank in accordance with applicable law. If any excess of such interest in such respect exists herein or in said other instruments, or is adjudicated to be so provided for herein or by such any other instruments, the Borrower will not be obligated to pay such excess and if any such excess may have already been paid by the Borrower to the Bank, any such already paid excess, if any, shall, at the option of the Bank, be refunded to the Borrower or credited by the Bank as a payment of principal on the Note, or if all such principal has already been paid or otherwise credited, such excess interest already paid shall be refunded to the Borrower, the foregoing being the sole, exclusive and limited recourse of the Borrower against the Bank as related to any interest charged or collected on the Note.

This Modification Agreement, when executed by the Bank and the Borrower, shall become a part of the Note, whether or not physically attached thereto, and in the event of any inconsistency between this Modification Agreement and the terms of the Note and/or the terms of the Deed of Trust and/or the terms of the other Security Agreements, this Modification Agreement shall in all things govern and control.

EXECUTED in Fort Worth, Tarrant County, Texas, where this Modification Agreement shall be fully performable.


Stuart W. Gentling

The Borrower:


Scott Gentling

Address: 902 Boland

Fort Worth, Texas 76102

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 12th day of January, 19 90,
by Stuart W. Gentling & Scott Gentling.

Notary Public, State of Texas

Notary's Printed Name: Priscilla B. Hardy

My Commission Expires:

12-12-92

Accepted:

The Bank:

Camp Bowie National Bank

By: James L. Murray

Its: President

Camp Bowie National Bank
P. O. Box 9678
Fort Worth, Texas 76147

Scott Gentling and Stuart Gentling 902 Boland Fort Worth, Texas 76107	JLM/pmh CAMP BOWIE NATIONAL BANK 3859 CAMP BOWIE BLVD., P.O. BOX 9678 FORT WORTH, TEXAS 76147	Loan Number _____ Date <u>January 12</u> <u>90</u> Maturity Date <u>February 15</u> <u>90</u> Loan Amount \$ <u>1,559.28</u> Renewal Of <u>2303601</u>
BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	

Note: I promise to pay to you, or your order, at your address above, the principal sum of: One Thousand Five Hundred Fifty-Nine and 28/100 Dollars \$ 1,559.28
plus interest from date at the rate of 12.50 % per year until maturity I will pay this amount as follows:
(a) ☐ on demand. (b) ☒ on demand, but if none is made, on February 15, 1990 (c) ☐ on _____
If (a), (b) or (c) is marked, I will pay accrued interest _____ and on the maturity date.
(d) ☐ In _____ installments of \$ _____ each, beginning _____, _____ and continuing on the same day of each ☐ month
☐ thereafter until paid in full.
(e) ☐ (other) _____

PAYMENTS: Interest accrues on the unpaid balances of principal remaining from time to time. Each payment when made will first be applied to accrued interest, and the balance to principal. The actual amount of the final payment will depend upon my payment record.
☒ If checked, interest will accrue at the rate of 18 % per year on the balance of this note not paid at maturity, including maturity by acceleration.

PREPAYMENT: I may prepay this note in whole or in part at any time without penalty. However, any partial prepayment will not excuse any subsequently scheduled payments until this note is paid in full.
THE PURPOSE OF THIS LOAN IS: business expenses
(Consumer lending usury limit today is _____ % For your internal reference only)

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. <u>APR 12.4959</u> %	FINANCE CHARGE The dollar amount the credit will cost me. \$ <u>18.15</u>	AMOUNT FINANCED The amount of credit provided to me or on my behalf. \$ <u>1,559.28</u>	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments. \$ <u>1,577.43</u>	I have the right to receive at this time an itemization of the Amount Financed YES - I want an itemization NO - I do not want an itemization "e" means an estimate														
My Payment Schedule will be: <table><tr><th>Number of Payments</th><th>Amount of Payments</th><th>When Payments Are Due</th></tr><tr><td><u>one</u></td><td><u>\$1,577.43</u></td><td><u>February 15, 1990 - 34 days</u></td></tr><tr><td></td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>					Number of Payments	Amount of Payments	When Payments Are Due	<u>one</u>	<u>\$1,577.43</u>	<u>February 15, 1990 - 34 days</u>		\$			\$			\$
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	\$																	
	\$																	
	\$																	

☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security: I am giving a security interest in: ☒ (brief description of other property) books and paintings
☐ the goods or property being purchased.
☐ my deposit accounts and other rights to the payment of money from you.
☐ collateral securing other debts with you may also secure this note.

Prepayment: If I pay off this note early, I will not have to pay a penalty.

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: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.				Itemization of Amount Financed	
Type	Premium	Term	Signatures (or Initials)	Amount given to me directly	\$ _____ (a)
Credit Life			I want credit life insurance X _____ Name of Insured _____	Amount paid on my account	\$ _____ (b)
Credit Disability			I want credit disability insurance X _____ Name of Insured _____	Amounts paid to others on my behalf:	
Joint Credit Life			I want joint credit life insurance X _____ Name of Insured _____ Name of Insured _____	To Property Insurance Company	\$ _____ (c)
				To Credit Life Insurance Company	\$ _____ (d)
				To Disability Insurance Company	\$ _____ (e)
				To Public Officials	\$ _____ (f)
					\$ _____ (g)
					\$ _____ (h)
					\$ _____ (i)
					\$ _____ (j)
					\$ _____ (k)
				Prepaid Finance Charge	\$ _____ (l)
				AMOUNT FINANCED (a through k - l)	\$ _____ (m)
				Finance Charge (include prepaid)	\$ _____ (n)
				Total of Payments (m + n)	\$ _____ (o)

I do not want: _____ Credit Life Ins.; _____ Credit Disability Ins.; _____ Joint Credit Life Ins.

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

PROPERTY INSURANCE ☐ IS REQUIRED. ☐ IS NOT REQUIRED.

I have the option of furnishing any insurance you require in connection with this transaction either through existing policies I own or control, or, by procuring and furnishing insurance coverages equivalent to what you require from any insurance company authorized to do business in Texas.

The premium quoted above for _____ insurance is not fixed or approved by the State Board of Insurance.

Security - To secure the payment of the note total (defined on the reverse side):
(1) I acknowledge and agree that you have the right to set-off this note against any obligation you have (now or hereafter) to pay money to me.
(2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.
(3) ☐ If checked, this note is not further secured by any contemporaneous agreement (except for (1) and (2) of this section).
(4) ☐ If checked, this note is secured by a separate _____ dated _____
(5) ☒ **Security Agreement -** If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

Lien on books and various paintings.

☐ If checked, this security agreement (if filed) should be filed in the real estate records.
Legal Description _____
Record Owner (if not me) _____

This property will be used for ☐ Personal ☒ Business ☐ Agricultural
☐ (other) _____ purposes.
☐ If checked, this is a purchase money loan. You may include the name of the seller on the check or draft for this loan.

Signatures
Any person who signs within this enclosure does so to give you a security interest in the property described above, but assumes no personal obligation to pay this note.
Name _____
X _____ Date _____

I agree to the terms of the note and security agreement above (including those on the other side of this form) and acknowledge receipt of at least one copy on today's date.
COSIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING
Signature Scott Gentling
Signature _____
Signature Stuart Gentling

SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT.
© 1981 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 FORM NDS-SI-TX 10/3/85

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I" means each borrower who signs this note and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay the note. The term "note total" means the total amount I am obligated to pay on the note.

APPLICABLE LAW - I agree that this note and any agreement securing this note will be governed by the law of the State of Texas, including the Uniform Commercial Code. If property securing the payment of this note is located in another state, the security agreement may, in some circumstances, be governed by the law of that state.

To the extent permitted by law, the terms of this note and security agreement may vary applicable law. If any provision of applicable law may not be varied by agreement, any term of this note and security agreement that does not comply with that law will not be effective. If any part of this note or security agreement cannot be enforced, this fact will not affect the rest of the note or security agreement.

In particular, this section means (among other things) that I do not agree or intend to pay, and you do not agree or intend to charge or collect, any amount in the nature of interest or fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause you to charge or collect more for this loan than the maximum you would be permitted by state or federal law (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance, and, when the principal has been paid in full, refunded to me.

POST-MATURITY INTEREST - Interest will accrue at the rate specified on the reverse side on the balance of this note remaining unpaid after final maturity, until paid in full. For purposes of this section, final maturity occurs:

- if the note is payable on demand, on the date you make demand for payment;
- if the note is payable on demand with an alternate payment date(s), on the date you make demand for payment, on the final alternate payment date, or on the date you accelerate the due date of the note, whichever is earlier; and
- in all other cases, on the date of the last scheduled payment of principal or on the date you accelerate the due date of the note, whichever is earlier.

DEFAULT - I will be in default on this note and any agreement securing this note if any one or more of the following occurs:

- I fail to perform any obligation which I have undertaken in this note or any agreement securing this note, or
- you, in good faith, believe that the prospect of payment or the prospect of my performance of any other of my obligations under this note or any agreement securing this note is impaired.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES - If I am in default on the note or any agreement securing this note, you have the following remedies:

- You may, without notice, but subject to any rebate required by law, make all unpaid principal, earned interest and all other agreed charges immediately payable.
- You may, without prior demand or notice, exercise your right of set-off (described below).
- You may require additional security or parties obligated to pay this note (or both) as a condition of waiving, for any period of time, any other remedy you may have.
- You may use any remedy you may have under state or federal law.
- You may use any remedy given to you under any agreement securing this note.

By choosing any one or more of these remedies, you do not waive your right to later use any other remedy. You do not waive a default if you choose not to use any remedy, and, by electing not to use any remedy, you do not waive your right to later consider the event a default and to immediately use any remedies if it continues or occurs again. No modification of this note or any agreement securing the note is effective unless in writing and signed by you and me.

ATTORNEY'S FEES, COSTS - I agree to pay reasonable amounts you actually incur in collecting this note for attorney's fees (if assessed by a court) and court costs.

SET-OFF - I agree that you may set-off any amount I owe you under this note (less any rebate required by law) against any right I have to receive money from you. This includes, any deposit account balance I have with you (including savings, checking, and NOW accounts), any time deposit (including certificates of deposit), any money owed to me on an item presented to you or in your possession for collection or exchange, and any repurchase agreement or other non-deposit obligation.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a fiduciary. It also does not apply to any IRA account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off this debt against any of my accounts. I agree to hold you harmless from any claims arising as a result of your exercise of your right of set-off.

OTHER SECURITY - I agree that any present or future agreement securing any other debt I owe you will also secure the payment of this note. However, property securing another debt will not secure this note to the extent that:

- you fail to make any disclosure of the existence of a security interest in such property required by law for this transaction;
- such property is my principal dwelling and you fail to provide (to all persons entitled) any notice of right of rescission required by law for this transaction;
- this is a "consumer" loan and such property securing the other debt is "household goods" (as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices);
- such property is margin stock subject to the requirements of 12 C.F.R. Section 207 or 221; or
- this is an installment loan and the property securing the other debt is real estate.

OBLIGATIONS INDEPENDENT - I understand that I am obligated to pay this note even if any other person has also agreed to pay it. I agree that you may, without notice, release any of us, release or substitute any collateral, fail to perfect any security interest or otherwise impair any collateral, waive any right you may have against any of us, extend new credit to any of us, or renew or modify this note without affecting my obligation to pay the note. I also agree that I will remain obligated to pay this note even if any other person who is obligated to pay this note has such obligation discharged in bankruptcy.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor, notice of protest, notice of intent to accelerate and notice of acceleration.

FINANCIAL STATEMENTS - I agree to provide to you, upon request, any financial statements or information you may deem necessary. I warrant that all financial statements and information I provide to you are or will be accurate, correct, and complete.

RETURNED CHECKS - If this loan is made under Chapter 3 or 4 of the Texas Credit Code, I agree to pay a \$15.00 charge for each check which (1) I give in payment on this note and (2) is dishonored and returned to you. Any charges I incur under this provision may be added to the unpaid balance of the note, but no interest may be charged on these charges during the term of this note. This paragraph does not restrict any non-contractual right you may have to impose this charge on loans not subject to Chapter 3 or 4.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This agreement secures the payment of the note and any additional amounts I am or will become obligated to pay to you under the terms of the note (including all extensions, renewals, refinancings and modifications of the note) and the security agreement. This agreement also secures all other debts I may now or later owe you (including notes, insurance premiums, overdrafts, letters of credit, guaranties, and all extensions, renewals and modifications of such debts). However, this agreement will not secure another debt:

- if you fail to make any disclosure of the existence of this security interest required by law for such other debt;
- if this security interest is in my principal dwelling and you fail to provide (to all persons entitled) any notice of right of rescission required by law for such other debt;
- to the extent that this security interest is in "household goods" and the other debt to be secured is a "consumer" loan (as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices); or
- to the extent that this security interest is in margin stock subject to the requirements of 12 C.F.R. Section 207 or 221.

This security agreement remains in effect, even if the note is paid and I owe no other debt to you, until discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any non-purchase money loan also secured by this agreement will not be deemed to apply to the purchase money loan, and (b) payments on the purchase money loan will be deemed to apply first to the non-purchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired. No security interest will be terminated by application of this formula. "Purchase money loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY - As used in this agreement, "property" means all property that is described in the "Security" section on the reverse side. It includes all of my property specifically listed and, if a general description is used, all of my property fitting the general description. "Property" also means all benefits that arise from the described property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means all property that is now or later becomes attached to, a part of, or results from the described property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent and agree that:

- I own the property, that no other person has any claim to the property, and I will defend the property against a claim made by any other person.
- Your security interest in the property is superior to the claims of any other creditor. I will execute any documents or provide any information you require to protect your interest in the property. I will not do anything to interfere with your interest in the property.
- I will keep the property in my possession (except if pledged and delivered to you), in good condition and repair, and use it only for its intended purposes. I will provide you reasonable access in order to inspect the property and notify you of any loss or damage to the property. Unless otherwise agreed in writing, the property will be kept at my address shown on the reverse side.
- I will not sell or transfer any rights in the property without your written permission (unless it is inventory and specified as such on the reverse side). I will not permit the property to become attached to any real estate without first allowing you to protect your interest in the property.
- I will pay all taxes and assessments on the property as they become due.

INSURANCE - I agree to insure the property against the risks and for the amounts you require. I will buy the insurance only from a company that is acceptable to you and authorized to do business in Texas. I will maintain this insurance until all of the secured obligations are paid in full.

I will name you as loss payee so that any benefits arising from the insured risks will be paid to you and applied to the secured obligations. In the event of loss or damage to the property, you may require additional security or assurances of payment before allowing any insurance benefits to be used to repair or replace the property.

DEFAULT AND REMEDIES - I will be in default on this agreement if any event specified in the "Default" paragraph of the note occurs. If I am in default on this agreement or on any secured obligation, you have all of the remedies provided in the note or other obligation and all of the remedies provided below and by law. You may:

- pay taxes, assessments or liens, buy insurance to protect your interest in the property, or have repairs made, if I fail to pay such taxes, assessments or other liens, fail to obtain or maintain any required insurance, fail to have you named loss payee on such insurance, or fail to make repairs to the property. If you do, the amount you pay will be added to the secured obligations, will be immediately due, and will accrue interest at a rate equal to the Annual Percentage Rate disclosed on the reverse side, from the date you pay such amount until paid in full.
- require me to gather the property and any related books and records and make them available to you at any place you choose that is reasonably convenient to you and me.
- take immediate possession of the property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may then sell, lease or dispose of the property, as provided by law. You may apply the proceeds of the disposition to your expenses (including amounts actually expended for repossessing, storing, preparing for sale and selling the property) and then to payment of the secured obligations. Except when prohibited by law, you may obtain a deficiency judgment if the proceeds do not satisfy the debt. If any items not otherwise subject to this agreement are contained in the property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them.

I agree that when you must give notice to me of your intended sale or disposition of the property, the notice is reasonable if it is sent to me at the address on the reverse side by first class mail 10 days before the date of the intended disposition.

PLEDGES - Pledged property is property I am giving to you to keep in your possession to secure the payment of the secured obligations. You may keep this property until the secured obligations are paid in full. You do not have to protect any rights I may have against any prior parties to the property. You or someone you select may be shown as the owner of the property. You may have any prior party make payments on the property to you. You are not liable for any decline in value of the property.

FILING - I agree that a carbon, photographic or other reproduction of this security agreement may be filed as a financing statement to the extent permitted by law.

NOTICE TO THE COSIGNER

You (the cosigner) are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

GUARANTEE - By signing below I unconditionally guarantee the payment of the note and any amounts agreed to be paid under the terms of the security agreement. I also agree that all of the terms of the note and, to the extent applicable, the security agreement will apply to me.

NAME _____

X _____

Scott Gentling and
Stuart Gentling
902 Boland
Fort Worth, Texas 76107

BORROWER'S NAME AND ADDRESS
"I" includes each borrower above, jointly and severally.

JLM/pmh
CAMP BOWIE NATIONAL BANK
3859 CAMP BOWIE BLVD., P.O. BOX 9678
FORT WORTH, TEXAS 76147

LENDER'S NAME AND ADDRESS
"You" means the lender, its successors and assigns.

Loan Number
Date January 12, 1990
Maturity Date February 15, 1990
Loan Amount \$ 879.01
Renewal Of 2303602

Note: I promise to pay to you, or your order, at your address above, the principal sum of: Eight Hundred Seventy-Nine and 01/100 Dollars \$ 879.01

plus interest from date at the rate of 12.50 % per year until maturity. I will pay this amount as follows:

(a) ☐ on demand. (b) ☒ on demand, but if none is made, on February 15, 1990 (c) ☐ on _____

If (a), (b) or (c) is marked, I will pay accrued interest _____ and on the maturity date.

(d) ☐ In _____ installments of \$ _____ each, beginning _____ and continuing on the same day of each ☐ month ☐ thereafter until paid in full.

(e) ☐ (other) _____

PAYMENTS: Interest accrues on the unpaid balances of principal remaining from time to time. Each payment when made will first be applied to accrued interest, and the balance to principal. The actual amount of the final payment will depend upon my payment record.

PREPAYMENT: I may prepay this note in whole or in part at any time without penalty. However, any partial prepayment will not excuse any subsequently scheduled payments until this note is paid in full.

THE PURPOSE OF THIS LOAN IS: additional funds to complete publishing book of Birds of Texas

(Consumer lending usury limit today is _____ % For your internal reference only)

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. <u>18.3194</u> %	FINANCE CHARGE The dollar amount the credit will cost me. \$ <u>15.00</u>	AMOUNT FINANCED The amount of credit provided to me or on my behalf. \$ <u>879.01</u>	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments. \$ <u>894.01</u>	I have the right to receive at this time an itemization of the Amount Financed YES - I want an itemization NO - I do not want an itemization
My Payment Schedule will be:				
Number of Payments <u>one</u>	Amount of Payments \$ <u>894.01</u>	When Payments Are Due <u>February 15, 1990 - 34 days</u>		"e" means an estimate \$ _____ Filing Fees \$ _____ Non-filing Insurance
	\$ _____			
	\$ _____			

☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security: I am giving a security interest in: ☒ (brief description of other property) lien on books and various paintings

☐ the goods or property being purchased.
☐ my deposit accounts and other rights to the payment of money from you.
☐ collateral securing other debts with you may also secure this note.

Prepayment: If I pay off this note early, I will not have to pay a penalty.

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: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.				Itemization of Amount Financed	
Type	Premium	Term	Signatures (or Initials)	Amount given to me directly	\$ _____ (a)
Credit Life			I want credit life insurance X _____ Name of Insured _____	Amount paid on my account	\$ _____ (b)
Credit Disability			I want credit disability insurance X _____ Name of Insured _____	Amounts paid to others on my behalf:	
Joint Credit Life			I want joint credit life insurance X _____ Name of Insured _____ Name of Insured _____	To Property Insurance Company	\$ _____ (c)
				To Credit Life Insurance Company	\$ _____ (d)
				To Disability Insurance Company	\$ _____ (e)
				To Public Officials	\$ _____ (f)
					\$ _____ (g)
					\$ _____ (h)
					\$ _____ (i)
					\$ _____ (j)
					\$ _____ (k)
				Prepaid Finance Charge	\$ _____ (l)
				AMOUNT FINANCED (a through k - l)	\$ _____ (m)
				Finance Charge (include prepaid)	\$ _____ (n)
				Total of Payments (m + n)	\$ _____ (o)

I do not want: _____ Credit Life Ins.; _____ Credit Disability Ins.; _____ Joint Credit Life Ins.

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

PROPERTY INSURANCE ☐ IS REQUIRED. ☐ IS NOT REQUIRED.

I have the option of furnishing any insurance you require in connection with this transaction either through existing policies I own or control, or, by procuring and furnishing insurance coverages equivalent to what you require from any insurance company authorized to do business in Texas.

The premium quoted above for _____ insurance is not fixed or approved by the State Board of Insurance.

Security - To secure the payment of the note total (defined on the reverse side):

(1) I acknowledge and agree that you have the right to set-off this note against any obligation you have (now or hereafter) to pay money to me.

(2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

(3) ☐ If checked, this note is not further secured by any contemporaneous agreement (except for (1) and (2) of this section).

(4) ☐ If checked, this note is secured by a separate _____ dated _____

(5) ☒ **Security Agreement -** If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

Lien on books and various paintings

☐ If checked, this security agreement (if filed) should be filed in the real estate records.

Legal Description _____

Record Owner (if not me) _____

Signatures

Any person who signs within this enclosure does so to give you a security interest in the property described above, but assumes no personal obligation to pay this note.

Name _____

X _____ Date _____

SIMPLE INTEREST NOTE, DISCLOSURE, AND SECURITY AGREEMENT.

© 1981 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 FORM NDS-SI-TX 10/3/85

This property will be used for ☐ Personal ☒ Business ☐ Agricultural ☐ (other) _____ purposes.

☐ If checked, this is a purchase money loan. You may include the name of the seller on the check or draft for this loan.

I agree to the terms of the note and security agreement above (including those on the other side of this form) and acknowledge receipt of at least one copy on today's date.

COSIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING

Signature Scott Gentling

Signature _____

Signature Stuart Gentling

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I" means each borrower who signs this note and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay the note. The term "note total" means the total amount I am obligated to pay on the note.

APPLICABLE LAW - I agree that this note and any agreement securing this note will be governed by the law of the State of Texas, including the Uniform Commercial Code. If property securing the payment of this note is located in another state, the security agreement may, in some circumstances, be governed by the law of that state.

To the extent permitted by law, the terms of this note and security agreement may vary applicable law. If any provision of applicable law may not be varied by agreement, any term of this note and security agreement that does not comply with that law will not be effective. If any part of this note or security agreement cannot be enforced, this fact will not affect the rest of the note or security agreement.

In particular, this section means (among other things) that I do not agree or intend to pay, and you do not agree or intend to charge or collect, any amount in the nature of interest or fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause you to charge or collect more for this loan than the maximum you would be permitted by state or federal law (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance, and, when the principal has been paid in full, refunded to me.

POST-MATURITY INTEREST - Interest will accrue at the rate specified on the reverse side on the balance of this note remaining unpaid after final maturity, until paid in full. For purposes of this section, final maturity occurs:

- if the note is payable on demand, on the date you make demand for payment;
- if the note is payable on demand with an alternate payment date(s), on the date you make demand for payment, on the final alternate payment date, or on the date you accelerate the due date of the note, whichever is earlier; and
- in all other cases, on the date of the last scheduled payment of principal or on the date you accelerate the due date of the note, whichever is earlier.

DEFAULT - I will be in default on this note and any agreement securing this note if any one or more of the following occurs:

- I fail to perform any obligation which I have undertaken in this note or any agreement securing this note, or
- you, in good faith, believe that the prospect of payment or the prospect of my performance of any other of my obligations under this note or any agreement securing this note is impaired.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES - If I am in default on the note or any agreement securing this note, you have the following remedies:

- You may, without notice, but subject to any rebate required by law, make all unpaid principal, earned interest and all other agreed charges immediately payable.
- You may, without prior demand or notice, exercise your right of set-off (described below).
- You may require additional security or parties obligated to pay this note (or both) as a condition of waiving, for any period of time, any other remedy you may have.
- You may use any remedy you may have under state or federal law.
- You may use any remedy given to you under any agreement securing this note.

By choosing any one or more of these remedies, you do not waive your right to later use any other remedy. You do not waive a default if you choose not to use any remedy, and, by electing not to use any remedy, you do not waive your right to later consider the event a default and to immediately use any remedies if it continues or occurs again. No modification of this note or any agreement securing the note is effective unless in writing and signed by you and me.

ATTORNEY'S FEES, COSTS - I agree to pay reasonable amounts you actually incur in collecting this note for attorney's fees (if assessed by a court) and court costs.

SET-OFF - I agree that you may set-off any amount I owe you under this note (less any rebate required by law) against any right I have to receive money from you. This includes, any deposit account balance I have with you (including savings, checking, and NOW accounts), any time deposit (including certificates of deposit), any money owed to me on an item presented to you or in your possession for collection or exchange, and any repurchase agreement or other non-deposit obligation.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a fiduciary. It also does not apply to any IRA account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off this debt against any of my accounts. I agree to hold you harmless from any claims arising as a result of your exercise of your right of set-off.

OTHER SECURITY - I agree that any present or future agreement securing any other debt I owe you will also secure the payment of this note. However, property securing another debt will not secure this note to the extent that:

- you fail to make any disclosure of the existence of a security interest in such property required by law for this transaction;
- such property is my principal dwelling and you fail to provide (to all persons entitled) any notice of right of rescission required by law for this transaction;
- this is a "consumer" loan and such property securing the other debt is "household goods" (as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices);
- such property is margin stock subject to the requirements of 12 C.F.R. Section 207 or 221; or
- this is an installment loan and the property securing the other debt is real estate.

OBLIGATIONS INDEPENDENT - I understand that I am obligated to pay this note even if any other person has also agreed to pay it. I agree that you may, without notice, release any of us, release or substitute any collateral, fail to perfect any security interest or otherwise impair any collateral, waive any right you may have against any of us, extend new credit to any of us, or renew or modify this note without affecting my obligation to pay the note. I also agree that I will remain obligated to pay this note even if any other person who is obligated to pay this note has such obligation discharged in bankruptcy.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor, notice of protest, notice of intent to accelerate and notice of acceleration.

FINANCIAL STATEMENTS - I agree to provide to you, upon request, any financial statements or information you may deem necessary. I warrant that all financial statements and information I provide to you are or will be accurate, correct, and complete.

RETURNED CHECKS - If this loan is made under Chapter 3 or 4 of the Texas Credit Code, I agree to pay a \$15.00 charge for each check which (1) I give in payment on this note and (2) is dishonored and returned to you. Any charges I incur under this provision may be added to the unpaid balance of the note, but no interest may be charged on these charges during the term of this note. This paragraph does not restrict any non-contractual right you may have to impose this charge on loans not subject to Chapter 3 or 4.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This agreement secures the payment of the note and any additional amounts I am or will become obligated to pay to you under the terms of the note (including all extensions, renewals, refinancings and modifications of the note) and the security agreement. This agreement also secures all other debts I may now or later owe you (including notes, insurance premiums, overdrafts, letters of credit, guaranties, and all extensions, renewals and modifications of such debts). However, this agreement will not secure another debt:

- if you fail to make any disclosure of the existence of this security interest required by law for such other debt;
- if this security interest is in my principal dwelling and you fail to provide (to all persons entitled) any notice of right of rescission required by law for such other debt;
- to the extent that this security interest is in "household goods" and the other debt to be secured is a "consumer" loan (as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices); or
- to the extent that this security interest is in margin stock subject to the requirements of 12 C.F.R. Section 207 or 221.

This security agreement remains in effect, even if the note is paid and I owe no other debt to you, until discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any non-purchase money loan also secured by this agreement will not be deemed to apply to the purchase money loan, and (b) payments on the purchase money loan will be deemed to apply first to the non-purchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired. No security interest will be terminated by application of this formula. "Purchase money loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY - As used in this agreement, "property" means all property that is described in the "Security" section on the reverse side. It includes all of my property specifically listed and, if a general description is used, all of my property fitting the general description. "Property" also means all benefits that arise from the described property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means all property that is now or later becomes attached to, a part of, or results from the described property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent and agree that:

- I own the property, that no other person has any claim to the property, and I will defend the property against a claim made by any other person.
- Your security interest in the property is superior to the claims of any other creditor. I will execute any documents or provide any information you require to protect your interest in the property. I will not do anything to interfere with your interest in the property.
- I will keep the property in my possession (except if pledged and delivered to you), in good condition and repair, and use it only for its intended purposes. I will provide you reasonable access in order to inspect the property and notify you of any loss or damage to the property. Unless otherwise agreed in writing, the property will be kept at my address shown on the reverse side.
- I will not sell or transfer any rights in the property without your written permission (unless it is inventory and specified as such on the reverse side). I will not permit the property to become attached to any real estate without first allowing you to protect your interest in the property.
- I will pay all taxes and assessments on the property as they become due.

INSURANCE - I agree to insure the property against the risks and for the amounts you require. I will buy the insurance only from a company that is acceptable to you and authorized to do business in Texas. I will maintain this insurance until all of the secured obligations are paid in full.

I will name you as loss payee so that any benefits arising from the insured risks will be paid to you and applied to the secured obligations. In the event of loss or damage to the property, you may require additional security or assurances of payment before allowing any insurance benefits to be used to repair or replace the property.

DEFAULT AND REMEDIES - I will be in default on this agreement if any event specified in the "Default" paragraph of the note occurs. If I am in default on this agreement or on any secured obligation, you have all of the remedies provided in the note or other obligation and all of the remedies provided below and by law. You may:

- pay taxes, assessments or liens, buy insurance to protect your interest in the property, or have repairs made, if I fail to pay such taxes, assessments or other liens, fail to obtain or maintain any required insurance, fail to have you named loss payee on such insurance, or fail to make repairs to the property. If you do, the amount you pay will be added to the secured obligations, will be immediately due, and will accrue interest at a rate equal to the Annual Percentage Rate disclosed on the reverse side, from the date you pay such amount until paid in full.
- require me to gather the property and any related books and records and make them available to you at any place you choose that is reasonably convenient to you and me.
- take immediate possession of the property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may then sell, lease or dispose of the property, as provided by law. You may apply the proceeds of the disposition to your expenses (including amounts actually expended for repossessing, storing, preparing for sale and selling the property) and then to payment of the secured obligations. Except when prohibited by law, you may obtain a deficiency judgment if the proceeds do not satisfy the debt. If any items not otherwise subject to this agreement are contained in the property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them.

I agree that when you must give notice to me of your intended sale or disposition of the property, the notice is reasonable if it is sent to me at the address on the reverse side by first class mail 10 days before the date of the intended disposition.

PLEDGES - Pledged property is property I am giving to you to keep in your possession to secure the payment of the secured obligations. You may keep this property until the secured obligations are paid in full. You do not have to protect any rights I may have against any prior parties to the property. You or someone you select may be shown as the owner of the property. You may have any prior party make payments on the property to you. You are not liable for any decline in value of the property.

FILING - I agree that a carbon, photographic or other reproduction of this security agreement may be filed as a financing statement to the extent permitted by law.

NOTICE TO THE COSIGNER

You (the cosigner) are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

GUARANTEE - By signing below I unconditionally guarantee the payment of the note and any amounts agreed to be paid under the terms of the security agreement. I also agree that all of the terms of the note and, to the extent applicable, the security agreement will apply to me.

NAME _____
X _____