

Hood County Clerk
201 W Bridge Street
PO BOX 339
Granbury Texas, 76048
Phone: 817-579-3222

Document Number: 2014-0004265 -
Filed and Recorded - Real Records

EXTENSION

Grantor: SHREE KISNA GLEN ROSE INC

Pages: 8

Recorded On: 05/12/2014 10:47 AM

**This page is a permanent part of the document.
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| Recorded On: 05/12/2014 10:47 AM | Notes: |
| Document Number: 2014-0004265 | |
| Receipt Number: R145069 | |
| Amount: \$45.00 | |
| Recorded By: Kristi Jackson | |

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas



Mary Burnett
County Clerk
Hood County, Texas



Return To: Mail Back

PROSPERITY BANK
VICTORIA LOAN OPERATIONS
1205 N NAVARRO ST
VICTORIA, TX 77901



Return to: Prosperity Bank - Victoria Loan Operations, 1205 N. Navarro St., Victoria, Texas 77901-6049 (HOOD COUNTY)

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your social security number or your driver's license number.

2011030336

Modification of Deed of Trust and Extension of Lien

Date: January 6, 2014.

Note 1

Date: May 14, 2008
Original Amount: \$3,858,865.00 Note (the "Note 1")
Maker: Shree Kisna Glen Rose, Inc.
Payee: American State Bank
Modified Date of Maturity: April 6, 2017

Note 2

Date: May 22, 2008
Original Amount: \$25,000.00 Note (the "Note 2")
Maker: Shree Kisna Glen Rose, Inc.
Payee: American State Bank
Modified Date of Maturity: April 6, 2017

Holder of Note and Lien ("Mortgagee"): Prosperity Bank, successor in interest by merger to American State Bank
1401 Avenue Q
Lubbock, Texas 79401

Obligor ("Grantor"): **SHREEJI GRANBURY, INC.**
321 Lubbock Road
Brownfield, Texas 79316

DCNP INVESTMENT CORP.
321 Lubbock Road
Brownfield, Texas 79316

Deed of Trust:

Deed of Trust recorded under Document No. 2012-0006268 of the Real Records of Hood County, Texas.

Mortgaged Property:

All of Lot Two (2) of Gibson Discount Center of Granbury, Inc. Subdivision, according to the replat thereof recorded in Slide B-108 of the Plat Records, Hood County, Texas.

Continuation of Lien:

The liens provided by the Deed of Trust and any and all other liens and equities of any and every nature upon the Mortgaged Property which secure Indebtedness now or hereafter owing to Mortgagee, are hereby extended to secure Note 1 and Note 2 as herein described, as well as all other Indebtedness secured by the Deed of Trust and other liens and equities in favor of Mortgagee.

Modification of Deed of Trust:

Note: The modifications of Note 1 described in that certain Modification of Note/Change In Terms Agreement with respect to Note 1, are incorporated into the Deed of Trust.

Trustee: The Trustee named in the Deed of Trust is deleted and the new Trustee is David Zalman, P.O. Drawer G, El Campo, Texas 77437.

Indebtedness Secured: The liens provided by the Deed of Trust secure and enforce the payment of the Note as herein modified and all other Indebtedness now or hereafter owing to Bank by Borrower. "Indebtedness" as used in this Deed of Trust means (i) all past, present, and future advances, of whatever type, by Bank to or for the benefit of Borrower; (ii) all past, present and future liabilities, indemnities and obligations of whatever type of Borrower to Bank under security agreements, Deeds of Trust, Guaranty Agreements, Loan Agreements and other instruments and documents which evidence, support, secure or are otherwise related to Indebtedness owing by Borrower to the Bank (the "Loan Documents" and "Security Documents") (iii) all past, present and future liabilities and obligations of Borrower to Bank by reason of overdrafts and other deposit and checking activities and by reason of the negotiation and transfer of leases, installment sales contracts and other transactions upon which Borrower has recourse liability to Bank; (iv) interest on the Indebtedness; and (v) all costs and expenses incurred by Bank to collect the Indebtedness, to obtain, preserve and enforce this Deed of Trust and all other Loan Documents the guaranty agreements given in support thereof and to obtain, maintain, preserve and dispose of collateral securing the Indebtedness, including (but not limited to) taxes, assessments, insurance premiums, repairs, maintenance, attorney's fees and expenses, management fees, sales expenses and court costs and (vi) all present, past and future notes held by Bank from Borrower, including all renewals, extensions, replacements, increases, decreases and other rearrangements and modifications thereof.

Additional Events of Default:

In addition to all Events of Default, included in the Deed of Trust and Loan Documents, each of the following is also an Event of Default:

- A. **Cross Default:** A default by Borrower under any other notes payable to Bank by Borrower or by any Guarantor ("Other Notes") or loan documents which evidence, support, secure or otherwise relate to any of the Other Notes (the "Other Loan Documents") shall, at the option of Bank, be deemed to be an Event of Default under the Note and the Loan Documents. Upon a default under the Other Notes and Other Loan Documents, Bank shall have all rights, powers and remedies available to it for an Event of Default under the Note and the Loan Documents as well as all rights, powers and remedies available to it under the applicable Other Notes and Other Loan Documents. Upon a default under the Note and Loan Documents, Bank shall have all rights, powers and remedies available to it for an Event of Default under the Other Note and the Other Loan Documents as well as all rights, powers and remedies available to it under the applicable Note and Loan Documents.

- B. **Due on Death:** Upon the death of any individual Borrower or the death of any individual Grantor or guarantor, or upon the dissolution of any corporation, limited liability company, partnership or other entity comprising Borrower, Grantor or any guarantor, Bank, at Bank's option, has the right to declare the same to be an Event of Default under the Note, the Loan Documents, the Other Notes and the Other Loan Documents.

Financial Statements:

Borrower shall furnish from time to time to Bank, upon Bank's request, copies of balance sheets of Borrower (and any guarantors) and copies of statements of income and cash flow of Borrower (and any guarantors), covering such periods of time and containing such reasonable detail as Bank shall reasonably request, and stating changes in the financial position of Borrower for the same periods and which are confirmed by Borrower (and guarantors respectively) as being true, whole, accurate and without material omission. Without limitation, all such financial statements shall be updated not later than one year following the date of the prior financial statements delivered to Bank, and, with respect to non-audited statements, delivered to Bank within 30 days of the date thereof; and, with respect to audited statements, delivered to Bank within 90 days of the date thereof.

Offset:

As further security for the Indebtedness, Borrower grants to Bank a first lien and contractual right of setoff in and to all money and property of Borrower now or at any time hereafter coming within the custody or control of the Bank, including (without limitation) all certificates of deposit and other accounts, whether such certificates of deposit and/or accounts have matured or not, and whether the exercise of such right of set-off results in loss of interest or other penalty under the terms of the certificate of deposit or account agreement. It is further agreed that the Bank shall have a first lien on all deposits and other sums at any time credited by or due from the Bank to Borrower or any guarantor, as security for the payment of the Indebtedness and Bank, at its option and after acceleration of the maturity of the Indebtedness (however said maturity may be brought about) may without notice and without any liability, hold all or any part of any such deposits or other sums until all amounts owing on the Indebtedness have been paid in full, and/or Bank may apply or set-off all or any part of any such deposits or other sums credited by or due from Bank to or against any sums due on the Indebtedness in any manner and in

any order of preference which the Bank, in its sole discretion, chooses.

Due on Sale:

Other than as permitted in the Security Documents, if, without the prior written consent of Bank, which consent may be given or withheld by Bank in the exercise of its sole and absolute discretion, (a) all or any part of the Mortgaged Property, or any interest therein, or any beneficial interest in Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons, but is a corporation, partnership, trust or other legal entity) is sold, transferred or otherwise conveyed, or (b) Mortgagor enters into any contract agreeing to sell, transfer or otherwise convey the Property, or any interest therein, or (c) there is a sale or exchange of the majority of the membership interest of Borrower or Mortgagor (if Borrower or Mortgagor is not a natural person or persons, but is a limited liability company), or (d) Borrower or Mortgagor creates any lien or encumbrance subordinate or allegedly superior to this Deed of Trust, or (e) Borrower or Mortgagor grants any easement, right-of-way or any other right whatsoever with respect to the Mortgaged Property, or (f) Borrower or Mortgagor conveys any leasehold interest for any purpose whatsoever covering all or any portion of the Mortgaged Property, including without limitation, one or more oil, gas or other mineral leases covering the Real Property or any portion thereof, for a period longer than one (1) year (all and any of the above being hereinafter collectively called "Transfers"), and irrespective of whether any such Transfers are evidenced by written instruments, and irrespective if such a written instrument is filed for record, then Bank, at Bank's option, has the right to declare the same to be a default under the Note, the Loan Documents, the Other Notes and the Other Loan Documents.

Payment of Property Taxes:

Mortgagor shall pay all taxes and assessments against the Mortgaged Property as the same become due and payable, and prior to delinquency. Mortgagor shall furnish proof, satisfactory in form and substance to Bank, of such payment. Mortgagor shall not authorize any person or entity to pay current or delinquent ad valorem taxes due or to become due on the Real Property if such person or entity is entitled to receive a transfer of tax lien under Section 32.06 of the Texas Tax Code (as it may be amended or modified). In the event any transfer of a tax lien is executed by a tax collector pursuant to Section 32.06 of the Texas Tax Code (as it may be amended or modified) with respect to the Real Property, Mortgagor shall, within ten (10) days of the date written notice is sent from Bank to Mortgagor, fully and finally pay the transferee of said tax lien the entirety of all principal, interest and expenses (whether or not then due and payable, or to become due and payable) owing to said transferee with respect to said transferred tax lien, and deliver proof, satisfactory in form and substance to Bank, of such payment, along with a signed and notarized release of said tax lien executed by said transferee. Mortgagor shall not defer the collection of taxes on the Real Property, in the event deferral of such taxes is permitted under applicable law. In the event of the passage of any law, ordinance, or regulation, deducting from the Real Property for the purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages, deeds of trust, or indebtedness secured thereby, or the manner of the operation of any such taxes so as to affect the interest of Bank, then and in such event, Mortgagor shall bear and pay the full amount of such taxes, unless the payment thereof by Mortgagor would be unlawful or if the payment thereof would constitute usury or render the indebtedness due Bank wholly or partially usurious; provided, however, that if for any reason payment by Mortgagor or by Bank of any such new or additional taxes would be unlawful or if the payment thereof would constitute usury or render the indebtedness due Bank wholly or partially usurious, Bank may, at Bank's option, declare said unpaid indebtedness with all accrued interest thereon to be immediately due and payable, or Bank may, at Bank's option, pay the amount or portion of such taxes which would otherwise render said indebtedness unlawful or usurious, in which event Mortgagor shall concurrently therewith pay the remaining lawful and nonusurious portion or balance of said taxes. If Mortgagor fails to pay any taxes and assessments (including interest, penalties, costs and expenses) against the Real Property, enters into a tax lien loan to any person or entity, allows any person or entity to receive a transfer of an ad valorem tax lien, or defers the payment of taxes or assessments, Bank may in Bank's sole discretion, in addition to Bank's other rights as provided in the Security Instruments, elect to advance and pay the same at Mortgagor's expense.

Insurance:

Borrower or Mortgagor shall promptly obtain and deliver to Mortgagee insurance policies with premiums paid providing extended coverage for all buildings and other property covered by the Deed of Trust against damage by fire and lightning and against such other risks as Mortgagee may require (Builder's Risk insurance shall be acceptable as to any improvements to be constructed on the Mortgaged Property during the construction phase of any construction loan), all in amounts approved by Mortgagee not less than 100% of full replacement cost of all improvements located on the Real Property, such that Mortgagor and/or Mortgagee shall not become a co-insurer under any required insurance policy, such insurance to be written on a replacement cost form promulgated by the Texas State Board of Insurance and with companies having a Best's Insurance Guide Rating of A, Class XIV or higher, as approved by Mortgagee, with (i) loss made payable to Mortgagee

pursuant to the standard mortgagee clause promulgated by the Texas State Board of Insurance, without contribution; (ii) provision that (a) each of said policies shall not be terminated, reduced or limited regardless of any breach of the representations and agreements set forth therein, and (b) no such policy shall be canceled, endorsed or amended to any extent unless the issuer thereof shall have first given Mortgagee at least 15 days' prior written notice. In case Mortgagee fails to furnish such policies, Mortgagee, at Mortgagee's option, may procure such insurance at Mortgagee's expense. All renewal and substitute policies of insurance shall be delivered to the office of Mortgagee, premiums paid, at least ten (10) days before expiration of the insurance protection to be replaced by such renewal or substituted policies. In case of loss, Mortgagee, at Mortgagee's option, shall be entitled to receive and retain the proceeds of the insurance policies, applying the same toward payment of the Indebtedness in such manner as Mortgagee may elect, or at Mortgagee's option, Mortgagee may pay the same over wholly or in part to Mortgagee for the repair of said improvements or for the erection of new improvements in their place, or for any other purpose satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the proper application of any amounts so paid to Mortgagee. If Mortgagee elects to allow such payments to Mortgagee, disbursement shall be on such terms subject to such conditions as Mortgagee may specify. Regardless of whether any insurance proceeds payable to them are sufficient to pay the costs of repair and restoration of the Mortgaged Property, Mortgagee shall promptly commence and carry out the repair, replacement, restoration and rebuilding of any and all of the improvements damaged or destroyed so as to return same, to the extent practicable, to the same condition as immediately prior to such damage to or destruction thereof. Mortgagee shall not permit or carry on any activity within or relating to the Mortgaged Property that is prohibited by the terms of any insurance policy covering any part of the Mortgaged Property or which permits cancellation of or increase in the premium payable for any insurance policy covering any part of the Mortgaged Property. In the event of a foreclosure of the Deed of Trust, the purchaser of the Mortgaged Property shall succeed to all the rights of Mortgagee, including any right to unearned premiums, in and to all policies of insurance assigned and delivered to Mortgagee pursuant to the provisions of this instrument. Regardless of the types or amounts of insurance required and approved by Mortgagee, Mortgagee shall assign and deliver to Mortgagee all policies of insurance that insure against any loss or damage to the Mortgaged Property, as collateral and further security for the payment of the Indebtedness. Mortgagee shall also obtain and maintain in force and effect at Mortgagee's expense such liability and other insurance policies and protection as Mortgagee may from time to time require. Furthermore, if any portion of the Real Property is situated in an area, or is subsequently designated in an area, having special flood hazards (as defined in the Flood Disaster Protection Act of 1973, as amended from time to time, or any similar legislation), Mortgagee shall provide flood insurance to Mortgagee in an amount equal to the replacement cost of the improvements or the maximum amount of flood insurance available, whichever is the lesser.

Extension of Liens:

The liens provided by the Deed of Trust and any and all other liens and equities of any and every nature upon the Property which secure the Indebtedness thereby secured are hereby continued to secure the Note as herein modified, as well as all other Indebtedness now or hereafter owing by Borrower to Bank as herein described.

Ratification:

As herein modified, the Note, Deed of Trust, Loan Documents, Other Notes and Other Loan Documents are hereby ratified and affirmed to be in full force and effect according to their terms and conditions as written.

LOAN DISCLOSURE

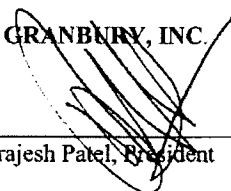
The term "written loan agreement" is defined in Section 26.02 of the Texas Business and Commerce Code, and the following notice is provided under said Section 26.02:

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Executed on the date of acknowledgment to be effective as of January 6, 2014.

SHREEJI GRANBURY, INC.

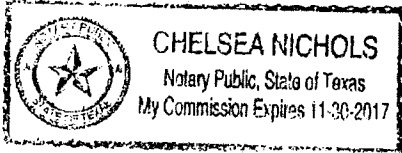
By: 
Brajesh Patel, President

THE STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

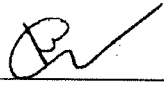
This instrument was acknowledged before me on the 26th day of February, 2014, by Brajesh Patel, President of SHREEJI GRANBURY, INC., a Texas corporation, on behalf of said corporation.



Notary Public Signature



DCNP INVESTMENT CORP.

By: 
Dilip Patel, President

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

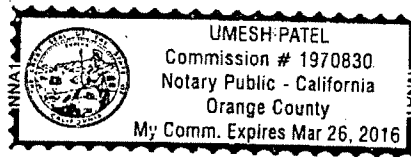
County of ORANGE

On February MARCH 13, 2014, before me, Umesh Patel, personally appeared **Dilip Patel**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public



ACCEPTED AND AGREED TO BY MORTGAGEE:

Prosperity Bank

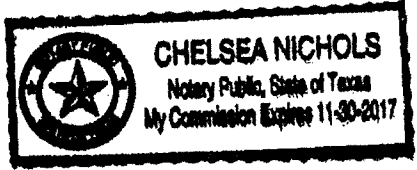
By: Bruce Curlee
Bruce Curlee, Senior Vice President

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 21st day of February, 2014, by Bruce Curlee, Senior Vice President, of American State Bank, a Texas banking association, on behalf of said association.

Chelsea Nichols
Notary Public Signature



15243

Return to: James L. Stevens, P.O. Box 2547, Lubbock, Texas 79408

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.

CASH WARRANTY DEED

Date: September 9, 2008
Grantor: B.J. Patel, aka Brajesh Patel, and Dilip Patel, aka Dillip Patel
Grantee: Shreeji Granbury, Inc.
321 Lubbock Road
Brownfield, Texas 79316

VOL 2429
Pg. 0100

Consideration: Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration.

Property (including any improvements):

All of Lots 1 and 2 of Gibson Discount Center of Granbury, Inc., Subdivision, according to the replat thereof recorded in Slide B-108 of the Plat Records, Hood County, Texas;

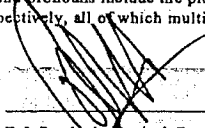
together with all rights, privileges, improvements and appurtenances thereto.

Reservations From and Exceptions to Conveyance and Warranty:

1. Taxes for the year 2008, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes;
2. Restrictions, conditions, easements and rights-of-way of record or visible on the ground, if any, to the extent they are still in full force and effect;
3. All valid and properly recorded outstanding mineral and royalty interest, reservations and leases, if any, to the extent they are still in full force and effect.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

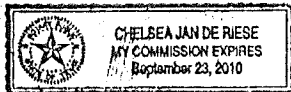
When the context requires, singular nouns and pronouns include the plural. This Deed may be executed in multiple counter-part copies by the undersigned, respectively, all of which multiple counter-part copies shall form a single document.

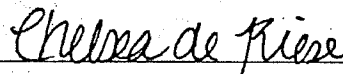


B.J. Patel, aka Brajesh Patel

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 17th day of September, 2008 by B.J. Patel, aka Brajesh Patel.





Notary Public Signature

2429 0101

VOL PG

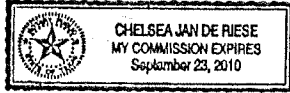
Patel

Dilip Patel, aka Dillip Patel

THE STATE OF CALIFORNIA ~~TEXAS~~

COUNTY OF WILCOCK

This instrument was acknowledged before me on the 11th day of September, 2008 by Dilip Patel, aka Dillip Patel.



Chelsea Jan De Riese

Notary Public Signature

FILED FOR RECORD
AT 11:10A M.

SEP 22 2008

Sally Oubre
County Clerk, Hood County, TX

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under Federal Law. COUNTY OF HOOD STATE OF TEXAS I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY TEXAS, in the Volume and Page as shown hereon.



Sally Oubre
SALLY OUBRE, County Clerk
Hood County, Texas

DEED OF TRUST

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.

DATE: March 24, 2008

GRANTOR: **SHREEJI GRANBURY, INC.**, a Texas corporation and
DCNP INVESTMENT CORP, a Texas corporation

GRANTOR'S MAILING ADDRESS: 321 Lubbock Road, Brownfield, Terry County, TX 79316

TRUSTEE: Bradford L. Moore

TRUSTEE'S MAILING ADDRESS: P. O. Box 352, Brownfield, Terry County, TX 79316

LENDER: **DILIP C. PATEL**

LENDER'S MAILING ADDRESS: 3401 E. Woodbine Road, Orange, CA 92867

OBLIGATION: NOTE

DATE: March 24, 2008

ORIGINAL PRINCIPAL AMOUNT: FOUR HUNDRED EIGHTY-EIGHT THOUSAND
ONE HUNDRED THIRTEEN AND NO/100
DOLLARS (\$488,113.00)

BORROWER: **SHREEJI GRANBURY, INC.**, a Texas corporation and
DCNP INVESTMENT CORP, a Texas corporation

LENDER: **DILIP C. PATEL**

FINAL MATURITY DATE: March 24, 2023

TERMS OF PAYMENT: As therein provided

PROPERTY (INCLUDING ANY IMPROVEMENTS):

TRACT 1 (*SHREEJI GRANBURY, INC.*): All of Lots 1 and 2 of Gibson Discount Center of Granbury, Inc. Subdivision, according to the replat thereof recorded in Slide B-108 of the Plat Records, Hood County, Texas, **SAVE AND EXCEPT** the following described tract.

TRACT 2: (*DCNP INVESTMENT CORP*) A portion of Lot 2 of GIBSON DISCOUNT CENTER OF GRANBURY, INC., SUBDIVISION, according to the replat thereof recorded in Slide B-108 of the Plat Records Hood County, Texas and being part of the MILAM COUNTY SCHOOL LAND SURVEY, Abstract No. 348, situated in Hood County, Texas and described by metes and bounds as follow:

The bearings and coordinate positions are per the Texas Coordinate System North Central Zone Nad 83 (1993), the lengths in this description are horizontal ground lengths, to convert ground lengths to grid lengths multiply by .999895806. All 5/8" capped irons set in this description are marked (BROOKES BAKER SURVEYORS).

BEGINNING at a 5/8" capped iron recovered for the southwest corner of said Lot 2 GIBSON DISCOUNT CENTER OF GRANBURY, INC., SUBDIVISION, and for the southeast corner of Lot 1 in Block 1, of BOLEN ADDITION, according to the plat thereof recorded in Slide B-140 of the said Plat Records, for the north line of South Meadow Drive.

THENCE North 30°29'04" West, along the west line of the said Lot 2 GIBSON DISCOUNT CENTER OF GRANBURY, INC., SUBDIVISION, and the east line of said Lot 1 in Block 1, BOLEN ADDITION, 351.09 feet to a 5/8" capped iron recovered.

THENCE North 58°19'20" East 388.22 feet to a 5/8" capped iron recovered.

THENCE South 82°59'42" East 30.01 feet to a 5/8" capped iron recovered in the proposed westerly line of Express Drive, and in a curve to the left having a radius of 130.00 feet.

THENCE southerly, along the arc of said curve to the left, and the said proposed westerly line of Express Drive, an arc length of 34.49 feet to a 5/8" capped iron recovered at its end. The long chord of said 34.49 feet arc is south 00°36'00" east 34.39 feet.

THENCE South 08°11'40" East, continuing along the said proposed westerly line of Express Drive, 218.55 feet to a 5/8" capped iron recovered at the beginning of a curve to the left having a radius of 130.00 feet.

THENCE southerly, along the arc of said curve to the left, and along the said proposed westerly line of Express Drive an arc length of 59.47 feet to a 5/8" capped iron recovered at its end. The long chord of said 59.47 feet arc is South 21°18'18" East 58.96 feet.

THENCE South 34°24'15" East, continuing along the said proposed westerly line of Express Drive, 44.41 feet to a 5/8" capped iron recovered in the south line of said Lot 2, and the north line of South Meadow Drive.

THENCE South 58°19'20" West, along the said south line of Lot 2, and the north line of said South Meadow Drive, 305.60 feet to the place of beginning and containing 2.786 acres.

PRIOR LIENS (INCLUDING RECORDING INFORMATION): None

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY: Easements, rights-of-way, and prescriptive rights; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, and mineral severances, other than liens and conveyances, that affect the Property.

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

CLAUSES AND COVENANTS

A. Grantor's Obligations

Grantor agrees to:

- 1. keep the Property in good repair and condition;
- 2. pay all taxes and assessments on the Property before delinquency;
- 3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- 4. maintain, in a form acceptable to Lender, an insurance policy that;
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Lender approves a smaller amount in writing;
 - b. contains an 80 percent coinsurance clause;
 - c. provides all-risk coverage;
 - d. protects Lender with a standard mortgage clause;

- e. provides flood insurance at any time the Property is in a flood hazard area; and
- f. contains such other coverage as Lender may reasonably require;
- 5. comply at all times with the requirements of the 80 percent coinsurance clause;
- 6. deliver the insurance policy to Lender within ten days of the date of this deed of trust and deliver renewals to Lender at least fifteen days before expiration;
- 7. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- 8. keep any buildings occupied as required by the insurance policy;
- 9. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- 10. notify Lender of any change of address;
- 11. make or furnish to Lender no false statements, warranty or representation under this deed of trust or the related documents, either now or at the time made or furnished or that becomes false or misleading at any time thereafter;
- 12. preserve the Lender's security position;
- 13. maintain Grantor's solvency and existence as a going business;
- 14. comply with the terms of any other agreement between Grantor and Lender within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later;
- 15. if the Property is used for purposes other than Grantor's residence, furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

B. Lender's Rights

- 1. Lender or Lender's mortgage servicer may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
- 2. If the proceeds of the note are used to pay any debt secured by prior liens, Lender is subrogated to all of the rights and liens of the holders of any debt so paid.
- 3. Lender may apply any proceeds received under the insurance policy either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible. Lender will make the insurance proceeds available to Grantor for repairs.
- 4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
- 5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
- 6. If there is a default on the Obligation or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may--
 - a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
 - b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
 - c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.
- 7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.
- 8. Lender may consider it a default of Grantor if a material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performances of the indebtedness is impaired or if Lender in good faith believes itself insecure.

9. In the event of a death or insolvency of a Guarantor, Lender at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and in doing so, cure any default.

C. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will--

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
3. from proceeds of the sale, pay, in this order--
 - a. expenses of foreclosure, including a reasonable commission to Trustee;
 - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance; and
4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.
5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such sums to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default with respect to the Obligation or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Obligation and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligation or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations with respect to the Obligation and this deed of trust in the order determined by Lender. Lender is not required to act under this

paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

10. When the context requires, singular nouns and pronouns include the plural.

11. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

12. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

13. If Grantor and Borrower are not the same person, the term *Grantor* shall include Borrower.

14. Grantor and each surety, endorser and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, to the extent permitted by law.

15. Grantor agrees to pay reasonable attorney's fees, trustee's fees and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

16. If any provisions of this deed of trust determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

17. The term *Lender* includes any mortgage services for Lender.

18. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a Hazardous Substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material" "Toxic substances" "hazardous waste" or "hazardous substance" under any Environmental Law. Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

19. Grantor represents that this deed of trust and the Note are given for the following purposes: The Note hereby secured represents and is given for the sum of \$488,113.00 this day advanced and paid in cash by DILIP C. PATEL to the grantors herein at their special instance and request, the receipt of which is hereby acknowledged by them.

20. EVIDENCE OF PAYMENT OF TAXES: If Lender has not required an escrow account to be established hereunder, Grantor agrees to furnish evidence satisfactory to Lender that all taxes and assessments on the Property have been paid when due.

21. FUTURE ADVANCES: This Deed of Trust also secures payment of any and all other present and future debts, obligations, and liabilities owed to Lender by Grantor regardless of how the other indebtedness is incurred or evidenced. In no event shall this deed of trust secure payment of any debt described in or created pursuant to the Texas Consumer Credit Code, nor shall it create a lien otherwise prohibited by law.

22. DUE ON SALE OR TRANSFER: If Grantor transfers any part of the Property without Lender's prior written consent, Lender may declare the debt secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home occupied by Grantor, exceptions to this provision are limited to (a) a subordinate lien or encumbrance that does not transfer rights or occupancy of the Property; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent or by operation of law on the death of a co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; and (g) transfer to an intervivos trust in which Grantor is and remains a beneficiary and occupant of the Property.

EXECUTED this 24th day of March, A.D. 2008.

SHREEJI GRANBURY, INC., a Texas corporation

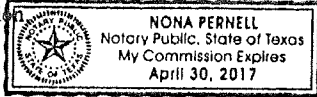
BY: [Signature]
Brahash Patel, its President

DCNP INVESTMENT CORP, a Texas corporation

BY: [Signature]
Dilip Patel,, its President

THE STATE OF TEXAS §
COUNTY OF TERRY §

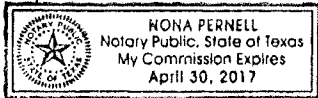
This instrument was acknowledged before me on the 8th day of May, 2014, by SHREEJI GRANBURY, INC., a Texas corporation, by Brahash Patel, its President, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

THE STATE OF TEXAS §
COUNTY OF TERRY §

This instrument was acknowledged before me on the 8th day of May, 2014, by DCNP INVESTMENT CORP., a Texas corporation, by DILIP PATEL, its President, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

BRADFORD L. MOORE

MAILING ADDRESS
P. O. Box 352
BROWNFIELD, TX 79316

After Recording Return To:
BJ Patel and Dillip Patel
3401 E. WoodBine Road
Orange, California 92867
GF#08-30035/1dd

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0343

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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS 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.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HOOD §

THAT THE UNDERSIGNED, J.M. DECKER RANCH INVESTMENTS, L.L.C. hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto B.J. PATEL and DILLIP PATEL, herein referred to as "Grantee," whether one or more, ^{(the real property more} particularly described as follows, to wit: **AKA BRAJESH PATEL**


All of Lots 1 and 2 of GIBSON DISCOUNT CENTER OF GRANBURY, INC., SUBDIVISION, according to the replat thereof recorded in Slide B-108 of the Plat Records, Hood County, Texas.

This conveyance is made subject to any and all restrictions, covenants, maintenance or similar charges and any liens securing same, encumbrances, easements, agreements, declarations, mineral reservations and conveyances, mineral leases and all other matters shown of record in Hood County, Texas, if any, relating to the hereinabove described property, but only to the extent that they are still in force and effect, and to all zoning laws, regulations and ordinances of all governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED this 29 day of March, 2008.

J.M. DECKER RANCH INVESTMENTS, L.L.C.

By: 
JOHN MERRICK DECKER, President

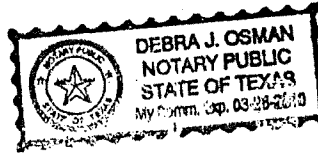
STATE OF TEXAS §
COUNTY OF HOOD §

Before me, the undersigned authority, on this day personally appeared JOHN MERRICK DECKER, President of J.M. DECKER RANCH INVESTMENTS, L.L.C., known to me through driver's license to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same is the act of J.M. DECKER RANCH INVESTMENTS, L.L.C., a Texas limited liability company, and that JOHN MERRICK DECKER execute the same as its President and as the act of such limited liability company and for the purposes and consideration expressed in the foregoing instrument.

Given under my hand and seal of office on March 24th, 2008.

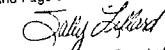

NOTARY PUBLIC, STATE OF TEXAS

Prepared in the Law Office of:
DOSHER & ASSOCIATES, P.C.
101 West Pearl Street
Granbury, Texas 76048



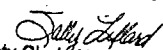
Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under Federal Law. COUNTY OF HOOD STATE OF TEXAS
I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY TEXAS, in the Volume and Page as shown hereon.




SALLY LILLARD, County Clerk
Hood County, Texas

FILED FOR RECORD
AT 3:00 P M.

MAR 25 2008


County Clerk, Hood County, TX

Hood County Clerk
201 W Bridge Street
PO BOX 339
Granbury Texas, 76048
Phone: 817-579-3222

Document Number: 2014-0004278 -
Filed and Recorded - Real Records

DEED OF TRUST

Grantor: SHREEJI GRANBURY INC

Pages: 7

Recorded On: 05/12/2014 11:15 AM

This page is a permanent part of the document.
Do Not Destroy

| | |
|---|---------------|
| Recorded On: 05/12/2014 11:15 AM | Notes: |
| Document Number: 2014-0004278 | |
| Receipt Number: R145079 | |
| Amount: \$41.00 | |
| Recorded By: Kristi Jackson | |

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas



Mary Burnett
County Clerk
Hood County, Texas



Return To: Mail Back
BRADFORD L MOORE
PO BOX 352
BROWNFIELD, TX 79316



**Hood County Clerk
201 W Bridge Street
PO BOX 339
Granbury Texas, 76048
Phone: 817-579-3222**

Document Number: 2014-0004276 -
Filed and Recorded - Real Records

RESOLUTIONS

Grantor: SHREEJI GRANBURY INC

Pages: 5

Recorded On: 05/12/2014 11:15 AM

**This page is a permanent part of the document.
Do Not Destroy**

| | |
|---|-----------------------------------|
| Recorded On: 05/12/2014 11:15 AM | Notes: |
| Document Number: 2014-0004276 | |
| Receipt Number: R145079 | |
| Amount: \$33.00 | |
| Recorded By: Kristi Jackson | |

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas



Mary Burnett
County Clerk
Hood County, Texas



Return To: Mail Back

BRADFORD L MOORE
PO BOX 352
BROWNFIELD, TX 79316



CERTIFICATE OF CORPORATE RESOLUTION

DATE: March 24, 2008

CORPORATION: **SHREEJI GRANBURY, INC.**, a Texas corporation

DATE OF ADOPTION:

The undersigned secretary of the Corporation certifies the following facts:

1. The Corporation is organized and operating under the laws of Texas, is qualified to do business in Texas, and is in good standing.
2. No proceeding for forfeiture of the certificate of incorporation of the Corporation or for voluntary or involuntary dissolution of the Corporation is pending.
3. Neither the articles of incorporation nor the bylaws of the Corporation limit the power of the board of directors to pass the resolutions below.
4. The undersigned is authorized to make and sign this certificate.
5. The undersigned keeps the records and minutes of the proceedings of the board of directors of the Corporation, and the resolutions below are an accurate reproduction of the ones made in those proceedings. They have not been amended, modified, or rescinded and are now in full force and effect.
6. The resolutions below were duly adopted on the Date of Adoption. The meeting of the board of directors was called and held in accordance with law and the bylaws of the Corporation, and a quorum was present.

"BE IT RESOLVED, the President of the Corporation, or his successor in office, and he is authorized for, on behalf of, and in the name of the Corporation to borrow the amount of \$488,113.00 from DILIP C. PATEL ("Lender") for operating funds and to enter into a promissory note (the "Note") in the principal amount of \$488,113.00, payable to the order of Lender.

RESOLVED FURTHER, that to secure the payment of the Note, the Corporation is authorized to enter into a deed of trust (the "Deed of Trust") covering the following described property:

All of Lots 1 and 2 of Gibson Discount Center of Granbury, Inc. Subdivision, according to the replat thereof recorded in Slide B-108 of the Plat Records, Hood County, Texas, SAVE AND EXCEPT the following described tract:

A portion of Lot 2 of GIBSON DISCOUNT CENTER OF GRANBURY, INC., SUBDIVISION, according to the replat thereof recorded in Slide B-108 of the Plat Records Hood County, Texas and being part of the MILAM COUNTY SCHOOL LAND SURVEY, Abstract No. 348, situated in Hood County, Texas and described by metes and bounds as follow:

The bearings and coordinate positions are per the Texas Coordinate System North Central Zone Nad 83 (1993), the lengths in this description are horizontal ground lengths, to convert ground lengths to grid lengths multiply by .999895806. All 5/8" capped irons set in this description are marked (BROOKES BAKER SURVEYORS).

BEGINNING at a 5/8" capped iron recovered for the southwest corner of said Lot 2 GIBSON DISCOUNT CENTER OF GRANBURY, INC., SUBDIVISION, and for the southeast corner of Lot 1 in Block 1, of BOLEN ADDITION, according to the plat thereof recorded in Slide B-140 of the said Plat Records, for the north line of South Meadow Drive.

THENCE North 30°29'04" West, along the west line of the said Lot 2 GIBSON DISCOUNT CENTER OF GRANBURY, INC., SUBDIVISION, and the east line of said Lot 1 in Block 1, BOLEN ADDITION, 351.09 feet to a 5/8" capped iron recovered.

THENCE North 58°19'20" East 388.22 feet to a 5/8" capped iron recovered.

THENCE South 82°59'42" East 30.01 feet to a 5/8" capped iron recovered in the proposed westerly line of Express Drive, and in a curve to the left having a radius of 130.00 feet.

THENCE southerly, along the arc of said curve to the left, and the said proposed westerly line of Express Drive, an arc length of 34.49 feet to a 5/8" capped iron recovered at its end. The long chord of said 34.49 feet arc is south 00°36'00" east 34.39 feet.

THENCE South 08°11'40" East, continuing along the said proposed westerly line of Express Drive, 218.55 feet to a 5/8" capped iron recovered at the beginning of a curve to the left having a radius of 130.00 feet.

THENCE southerly, along the arc of said curve to the left, and along the said proposed westerly line of Express Drive an arc length of 59.47 feet to a 5/8" capped iron recovered at its end. The long chord of said 59.47 feet arc is South 21°18'18" East 58.96 feet.

THENCE South 34°24'15" East, continuing along the said proposed westerly line of Express Drive, 44.41 feet to a 5/8" capped iron recovered in the south line of said Lot 2, and the north line of South Meadow Drive.

THENCE South 58°19'20" West, along the said south line of Lot 2, and the north line of said South Meadow Drive, 305.60 feet to the place of beginning and containing 2.786 acres.

RESOLVED FURTHER, that the Corporation is authorized to enter into any assignments, pledges, mortgages, deeds of trust, security agreements, and other documents and instruments concerning the Property, or any real or personal property, or any interest therein, owned by the Corporation that may be necessary or appropriate, or required by Lender, to evidence and secure the payment of the Note.

RESOLVED FURTHER, that the president of the Corporation is authorized to execute and deliver, on behalf of and in the name of the Corporation, the Note, the Deed of Trust, and any other agreements, documents, or instruments, and to take or cause to be taken any action necessary or appropriate in connection with the Note and the Deed of Trust or to accomplish the purposes of these resolutions, in the form and with the provisions that the officers may deem proper.

RESOLVED FURTHER, that the Corporation confirms and ratifies all actions previously taken by any officer or other representative of the Corporation with respect to the loan evidenced by the Note and all documents executed in connection with the loan.

7. Set forth below is a list of the names and titles of the individuals who are currently serving as officers of the Corporation.

President/Director: Brahesh Patel

Secretary: Bhavna Patel



Bhavna Patel, Secretary

The undersigned hereby certifies that he is the duly elected and qualified president of **SHREEJI GRANBURY, INC.**; that Bhavna Patel is the duly elected and qualified secretary of **SHREEJI GRANBURY, INC.**; that the signature above is the secretary's genuine signature; and that the foregoing certificate of resolutions is true and correct.

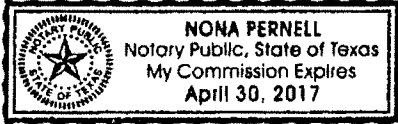


Brahesh Patel, President

THE STATE OF TEXAS §

COUNTY OF TERRY §

This instrument was acknowledged before me on the 8th day of May, 2014, by BRAHESH PATEL, President of SHREEJI GRANBURY, INC., a Texas corporation, on behalf of said corporation.

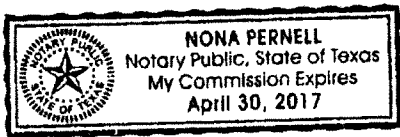


Nona Pernell
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TERRY §

This instrument was acknowledged before me on the 8th day of May, 2014, by BHAVNA PATEL, Secretary of SHREEJI GRANBURY, INC., a Texas Corporation, on behalf of said corporation.



Nona Pernell
Notary Public, State of Texas

BRADFORD L. MOORE

MAILING ADDRESS
P. O. Box 352
BROWNFIELD, TX 79316

15244

2429

0102

Return to: James L. Stevens, P. O. Box 2547, Lubbock, Texas 79408

VOL.

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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, Security Agreement,
And Assignment of Rents (Construction)**

The undersigned, **Shreeji Granbury, Inc.**, 321 Lubbock Road, Brownfield, Texas 79316, hereinafter called "Mortgagor", whether one or more, for value received and to secure payment of the Indebtedness does hereby convey to **W. R. Collier, Trustee**, of Lubbock County, Texas, hereinafter called "Trustee", and his successors and substitutes in trust, for the benefit of **American State Bank**, P. O. Box 1401, Lubbock, Texas 79408, hereinafter called "Mortgagee", the following described property, both real and personal, to-wit:

- (a) **Real Property:** All of Lots 1 and 2 of Gibson Discount Center of Granbury, Inc., Subdivision, according to the replat thereof recorded in Slide B-108 of the Plat Records, Hood County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes; and
- (b) **Personal Property:** All of the personal property described in Exhibit "A".

The term "Real Property" as used herein means all of the real estate and premises described or referred to above, together with all rights, privileges and appurtenances pertaining thereto and Improvements (as defined in Exhibit "A") located thereon including, but not limited to, all of Mortgagor's estate, right, title and interest in and to (i) all easements and rights-of-way for utilities and ingress or egress to or from said Real Property, and (ii) all adjacent streets, rights-of-way, drainage facilities, easements, utility facilities, alleys and strips of land between the Real Property and abutting properties.

The real and personal property interest above-described is sometimes called "Mortgaged Property". All Mortgaged Property other than real estate is collectively referred to herein as "Mortgaged Personal Property".

TO HAVE AND TO HOLD all and singular the Mortgaged Property and all other property which, by the terms hereof, has or may become subject to this Deed of Trust, Security Agreement and Assignment of Rents ("Deed of Trust"), together with all rights, hereditaments and appurtenances in anywise belonging unto the Trustee, his successors in trust, or assigns forever.

**Article I
Warranty**

Mortgagor hereby binds itself, its heirs, executors, legal representatives, successors and assigns, to warrant and forever defend all and singular the Mortgaged Property, unto the said Trustee and his successors or substitutes in this trust, and to his and their assigns forever, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Permitted Exceptions set forth on Exhibit "B". And for the same consideration Mortgagor, for itself, its heirs, executors, legal representatives, successors and assigns, covenants, represents and warrants that it is the lawful owner of the Mortgaged Property and that it has good right and authority to pledge, mortgage and convey the same; that Mortgagor's interest herein is free and clear of all liens, mortgages or other burdens or encumbrances except as specifically set forth in Exhibit "B" attached hereto; that Mortgagor has the right, power, and authority to incur the Indebtedness, and to mortgage the Mortgaged Property to secure the payment thereof, as well as the performance of all covenants and undertakings of Mortgagor set forth herein.

**Article II
Indebtedness Secured**

This conveyance is made, IN TRUST, HOWEVER, to secure and enforce the payment of the Indebtedness. Indebtedness as used in this Deed of Trust means (i) all past, present, and future advances, of whatever type, by Mortgagee to or for the benefit of Mortgagor, and extensions and renewals thereof; (ii) all existing and future liabilities, of whatever type, of Mortgagor to Mortgagee, including (but not limited to) liability for overdrafts and as endorser, surety, guarantor, or accommodation maker; (iii) all costs and expenses incurred by Mortgagee to obtain, preserve, and enforce this Deed of Trust, the Loan Agreement and all other loan documents governing, securing or evidencing the Indebtedness (collectively the "Loan Documents"), to collect the Indebtedness, to obtain, maintain, preserve and dispose of collateral securing the Indebtedness, including (but not limited to) taxes, assessments, insurance premiums, repairs, professional expenses, environmental expenses and legal expenses, rent, storage costs, and

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expenses of sale; (iv) accrued and unpaid interest on the Indebtedness; and (v) all present, past and future notes held by Mortgagee from Mortgagor, including all renewals, extensions and modifications of same, including (but not limited to):

A Construction Mini Perm Note of even date herewith executed by Mortgagor to the order of Mortgagee in the original principal sum of Four Million Nine Hundred Seventy Two Thousand & no/100 Dollars (\$4,972,000) (the "Maximum Amount"), bearing interest and being due and payable as therein provided and being finally due and payable in full on or before September 9, 2013 (the "Note").

The above-referenced Note is given pursuant to a Loan Agreement of even date between Mortgagee as Lender and Mortgagor as Borrower (the "Loan Agreement") and the payment of all Indebtedness as described in the Loan Agreement is also secured by this Deed of Trust.

Article III Covenants of Mortgagor

In consideration of the Indebtedness, Mortgagor, for itself, its successors and assigns, covenants and agrees as follows:

A. **Zoning.** Mortgagor will provide to Mortgagee evidence satisfactory to Mortgagee as to the present zoning of the land and shall certify to Mortgagee that the land may be developed as contemplated by Mortgagor without violating said zoning.

B. **Utilities.** Mortgagor shall provide evidence satisfactory to Mortgagee that power, water, telephone and sewer services are available to the Mortgaged Property so as to furnish applicable services and that same meet all requirements of all governmental agencies having jurisdiction and that such utility lines and plants are of adequate size and capacity to service the proposed improvements, and shall further provide evidence of payment by Borrower of any impact fees or other assessments incurred for the installation of such required services.

C. **Plans and Specifications.** Mortgagor will provide to Mortgagee, prior to any advances under the Note for development costs, a set of the plans and specifications (the "Plans and Specifications") for any and all Improvements to be placed upon the Real Property for the purpose of developing same.

D. **Payment of Subcontractors.** Mortgagor shall provide to Mortgagee evidence reasonably satisfactory to Mortgagee that all fees to architects, engineers and other parties for design and planning of the Improvements have been paid when due, waived or otherwise taken care of so that no such individual will claim any lien therefore.

E. **Use of Plans by Mortgagee.** Mortgagor covenants and agrees that both it and all architects, engineers and other parties involved in the design and plan of the Improvements agree that Mortgagee may use such Plans and Specifications to complete the Improvements during the existence of an Event of Default without a further payment therefore to any such architect, engineer or other party.

F. **Construction Contracts.** Mortgagor will provide to Mortgagee a fully executed copy of the construction contract or contracts with any parties placing the Improvements upon the Real Property for the purpose of developing same, with Mortgagee reserving the right to review and approve any required changes in such construction contract or contracts.

G. **Permits/Approvals.** Mortgagor will provide to Mortgagee all building permits, plat and dedication deed approvals, certificates, licenses, zoning variances, permits, consents and "no action" letters from applicable government authorities having jurisdiction necessary to authorize and permit construction of the Improvements to be commenced, and Mortgagor warrants and covenants that it has obtained, or will timely obtain, all such necessary approvals and filed and received all necessary permits and plats and other governmental authorizations.

H. **Streets/Curbs.** Mortgagor covenants that all streets, curbs, gutters and storm sewers now situated upon or to be placed upon the Real Property meet or exceed all city or other governmental authority requirements and specifications.

I. **Road Access and Water Run-off/Drainage.** At the completion of each phase of the development of the Real Property, the Real Property will have adequate rights of access to public streets and roads and Mortgagor will have constructed on the Real Property or will have adequate rights of access to all water, sanitary sewer and storm facilities necessary for the intended use of Real Property and all roads necessary for the intended use of the Real Property shall have been completed in substantial accordance with Plans and Specifications therefore and any requirements of governmental authorities with jurisdiction thereof.

Mortgagor further covenants that all Improvements now situated upon or to be placed upon the Real Property comply, or will comply, with all applicable statutes, rules or regulations governing water run-off and drainage and that Improvements upon the Real Property will not give rise to any liability to adjacent landowners for statutory or common law claims for damages.

J. Cure Title. Mortgagor will proceed with reasonable diligence to correct any defect in the title to the Mortgaged Property should any such defect in the title to the Mortgaged Property other than permitted encumbrances that may be found to exist after the execution and delivery of this instrument; and in this connection, should it be found, after the execution and delivery of this instrument, that there exists upon the Mortgaged Property any lien or encumbrance equal or superior in rank to the lien or liens created by this instrument, or should any such hereafter arise, Mortgagor will promptly discharge and remove same from said Mortgaged Property.

K. Cure Defects. Upon request of Mortgagee, Mortgagor will promptly correct any defect which may be discovered after the execution and delivery thereof in this agreement, in the Note or in other Loan Documents, including execution or acknowledgment hereof or thereof or in the description of the Mortgaged Property. Mortgagor will execute, acknowledge, and deliver such corrections and additions as shall, in the opinion of Mortgagee, be necessary or proper to convey and assign to the Trustee all of the Mortgaged Property herein conveyed or assigned, or intended so to be.

L. Good Repair. Mortgagor will keep and maintain all Mortgaged Personal Property and equipment and all Improvements now or hereafter situated on the Real Property and used or obtained in connection therewith in good state of repair and condition, and will not tear down or remove Improvements or permit the same to be torn down or removed without the prior consent of the Mortgagee, except in the usual course of operations as might be required for replacement when otherwise in compliance with this Deed of Trust.

M. Taxes. Mortgagor will pay before past due all taxes now or hereafter to accrue against any and all Mortgaged Property and all other taxes or assessments, general or special, lawfully levied against it which might become a lien on the Mortgaged Property; and it will during the life of this Deed of Trust keep the Mortgaged Property, and each and every part thereof free, clear and discharged from all liens, charges, encumbrances, or assessments which may or might become superior or subordinate to the lien of this agreement.

N. Worker's Compensation. Mortgagor will at all times maintain worker's compensation insurance with a responsible insurance company where required by, and in accordance with, the laws of the state in which the Real Property is located.

O. Insurance Requirements. At all times before the final termination of this Deed of Trust, Mortgagor agrees to provide, maintain and keep in force title, liability and other insurance for the Mortgaged Property as reasonably required by Mortgagee and in any event Mortgagor will maintain all insurance coverage as required by the Loan Agreement.

Each liability policy required pursuant to this Deed of Trust shall name Mortgagee as an additional insured. Each insurance policy required pursuant to this Deed of Trust shall (i) be endorsed to name Mortgagee as an insured thereunder as its interest may appear with loss payable to Mortgagee as a mortgagee or otherwise endorsed as Mortgagee may reasonably require, and (ii) each insurance policy shall be issued by good and solvent insurance companies satisfactory to Mortgagee, authorized under all applicable laws to issue and underwrite insurance policies in the State of Texas, and having a "General Policyholders Rating" of at least "A, IX" or better by Best's Insurance Guide and/or "A- or better" by Standard & Poor Insurance Solvency Review, or such better rating as may be required by Mortgagee with respect to such insurance. Mortgagee shall be furnished with a copy of each such policy and an original certificate as to same not less than fifteen (15) days prior to the expiration of the immediately preceding policy.

TEXAS FINANCE CODE SECTION 307.052 COLLATERAL PROTECTION INSURANCE NOTICE: (A) MORTGAGOR IS REQUIRED TO: (I) KEEP THE MORTGAGED PROPERTY INSURED AGAINST DAMAGE IN THE AMOUNT MORTGAGEE SPECIFIES; (II) PURCHASE THE INSURANCE FROM AN INSURER THAT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS OR AN ELIGIBLE SURPLUS LINES INSURER; AND (III) NAME MORTGAGEE AS THE PERSON TO BE PAID UNDER THE POLICY IN THE EVENT OF A LOSS; (B) MORTGAGOR MUST, IF REQUIRED BY MORTGAGEE, DELIVER TO LENDER A COPY OF THE POLICY AND PROOF OF THE PAYMENT OF PREMIUMS; AND (C) IF MORTGAGOR FAILS TO MEET ANY REQUIREMENT LISTED IN PARAGRAPH (A) OR (B), MORTGAGEE MAY OBTAIN COLLATERAL PROTECTION INSURANCE OF BEHALF OF MORTGAGOR AT THE MORTGAGOR'S EXPENSE.

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P. Mortgagee's Rights to Collect Insurance Proceeds. Mortgagor hereby assigns to Mortgagee the right to collect any and all monies that may become payable under any insurance policies covering any part of the Mortgaged Property, or any risk to or about the Mortgaged Property after the occurrence and continuance of an Event of Default.

Q. Effects of Foreclosure on Insurance Policies and Post-foreclosure Event Claims. Foreclosure of this Deed of Trust shall automatically constitute foreclosure upon all policies of insurance insuring any part of or risk to the Mortgaged Property and all claims thereunder arising from post-foreclosure events. The successful bidder or bidders for the Mortgaged Property at foreclosure, as their respective interests may appear, shall automatically accede to all of Mortgagor's rights in, under and to such policies and all post-foreclosure event claims, and such bidder(s) shall be named as insured(s) on request, whether or not the trustee's deed or bill of sale to any such successful bidder mentions insurance.

R. Application of Insurance Proceeds Collected Before Foreclosure. Unless an Event of Default has occurred and is continuing and so long as Mortgagee is satisfied that the applicable proceeds (together with other funds deposited with Mortgagee by or on behalf of Mortgagor for the purpose of repair and restoration of the applicable damage or destruction) are sufficient to pay all costs of repair and restoration of the applicable damage or destruction, Mortgagee will hold all proceeds of insurance which were paid for by Mortgagor or by anyone other than Mortgagee or another holder of any of the Indebtedness and which proceeds are actually received by Mortgagee before foreclosure (and such other funds deposited with Mortgagee) and will disburse the same as such repairs or restoration are made, upon such terms and conditions as Mortgagee may elect, and upon presentation of satisfactory evidence to Mortgagee that payment is being requested for permissible repair and restoration and without the imposition of any lien on the Mortgaged Property. Any insurance proceeds remaining if Mortgagor and Mortgagee do not agree to the terms of the advance of the funds for repair and restoration within thirty (30) days after the event producing such funds, or if an Event of Default occurs and is continuing, or after completion of the repair and restoration shall be applied by Mortgagee to the Indebtedness in such manner as Mortgagee elects.

S. Application of Insurance Proceeds Collected After Foreclosure. Unless Mortgagee or Mortgagee's representative reserves at the foreclosure sale the right to collect any uncollected insurance proceeds recoverable for events occurring before foreclosure (in which event the successful bidder at the sale, if not Mortgagee, shall have no interest in such proceeds and Mortgagee shall apply them, if and when collected, to the Indebtedness in such order and manner as Mortgagee shall then elect and remit any remaining balance to Mortgagor or to such other person or entity as is legally entitled to them), all proceeds of all such insurance which are not so reserved by Mortgagee at the foreclosure sale and are not actually received by Mortgagee until after foreclosure shall be the property of the successful bidder or bidders at foreclosure, as their interests may appear, and Mortgagor shall have no interest in them and shall receive no credit for them.

T. Mortgagee Not Obligated to Require, Provide or Evaluate Insurance. Mortgagee shall have no duty to Mortgagor or anyone else to either require or provide any insurance or to determine the adequacy or disclose any inadequacy of any insurance.

U. Mortgagee May Elect to Insure Only its Own Interests. If Mortgagee elects at any time or for any reason to purchase insurance relating to the Mortgaged Property, it shall have no obligation to cause Mortgagor or anyone else to be named as an insured, to cause Mortgagor's or anyone else's interests to be insured or protected or to inform Mortgagor or anyone else that his or its interests are uninsured or underinsured.

V. Pay Bills. Mortgagor agrees to timely pay all bills for labor and materials incurred in its business and in ownership of the Mortgaged Property.

W. Free Access to Property. Upon reasonable prior notice to Mortgagor, Mortgagor will permit Mortgagee and its accredited agents, representatives, attorneys and employees, free and unrestricted access at all times to go upon, examine, and inspect the Mortgaged Property, and will furnish Mortgagee on request all pertinent information in regard to the development and operation of the Mortgaged Property.

X. No Work Commenced. Mortgagor covenants and represents that no work or material has been furnished by Mortgagor or any contractor or subcontractor or supplier retained by or on behalf of Mortgagor at the time of execution of this Deed of Trust. This Deed of Trust has been executed, acknowledged and delivered before any labor has been performed and before any material has been furnished for construction of the Improvements for which the liens hereby created are given.

Y. Legal Proceedings. Mortgagor will notify Mortgagee in writing, promptly of the commencement of any legal proceedings affecting the Mortgaged Property or any part thereof, and will take such action as may be necessary to preserve its and

Mortgagee's right affected thereby; and should Mortgagor fail or refuse to take any such action, Mortgagee may at its election take such action on behalf and in the name of Mortgagor and at Mortgagor's cost and expense.

Z. Existence of Entity. If Mortgagor, or any purchaser from Mortgagor, is a corporation, limited liability company or limited partnership, it will maintain its existence as such entity and will maintain and procure all necessary franchises and permits to the end that Mortgagor shall be and continue a corporation, limited liability company or limited partnership, as applicable, in good standing in the state of its creation/existence and in the state wherein the Mortgaged Property is located, with full power and authority to own and operate all of the Mortgaged Property as contemplated herein until this Deed of Trust shall have been fully satisfied.

AA. Partial Release. Mortgagee at all times shall have the right to release any part of the property now or hereafter subject to the Deed of Trust hereby without releasing any other part of said property, and without affecting the Deed of Trust hereof as to the part or parts thereof not so released.

BB. Professional Fees. Mortgagor will promptly upon demand of Mortgagee pay all reasonable costs and expenses heretofore or hereafter incurred by Mortgagee for legal, accounting, appraisal services, environmental assessments and other professional services as Mortgagee may require from time to time in connection with the making of and servicing of the initial or any future loan to Mortgagor secured in whole or in part by this Deed of Trust and/or in the enforcement of any of its rights hereunder. All such professional fees shall be a part of the Indebtedness hereby secured, and interest shall accrue from the date of advancement until paid as provided in Article VI.

CC. Commencement of Construction. Prior to the recordation of this Deed of Trust, no work of any kind (including the destruction or removal of any existing Improvements, site work, clearing, grubbing, draining, or fencing of the Mortgaged Property) shall have commenced or shall have been performed on the Mortgaged Property, no equipment or material shall have been delivered to the Mortgaged Property for any purpose whatsoever, and no contract (or memorandum or affidavit thereof) for the supplying of labor, materials, or services with construction of the Improvements to the Mortgaged Property shall have been recorded in the other appropriate records in the county where the Mortgaged Property is located.

DD. Other Liens. Except for Permitted Exceptions as set forth in Exhibit "B", without the prior written consent of Mortgagee, Mortgagor shall not mortgage, pledge, assign or otherwise encumber ("Encumber") any of the Mortgaged Property or permit the Mortgaged Property to be Encumbered, regardless of whether the Encumbrance is senior, junior, inferior or subordinate to the lien and security interest created hereby, and any such action by Mortgagor shall be of no force or effect against Mortgagee and shall constitute an element of default hereunder. Mortgagor shall preserve the lien priority as it is established in this Deed of Trust, and if this is not a first and prior lien, Mortgagor will abide by all prior lien provisions. The lien and security interest secured by this Deed of Trust shall remain superior to liens and security interests later created even if the Indebtedness is subsequently incurred, the Indebtedness is renewed or extended, or a portion of the Mortgaged Property is released.

Mortgagor shall promptly deliver to Mortgagee all correspondences related to any prior or subordinate liens, including any notices of default, and any correspondences related to possible foreclosures. Mortgagee has the right to cure any default(s) of prior liens and all amounts paid to cure the default(s), together with expenses incurred by reason thereof, shall be Indebtedness secured by this Deed of Trust.

Mortgagor shall pay or cause to be paid all prior or subordinate lien notes when and as due, and abide by or cause to be abided by all prior or subordinate deeds of trust and other loan documents.

EE. Condemnation Proceeds. Mortgagee shall be entitled to receive any and all sums which may be awarded and become payable to Mortgagor for condemnation of the Mortgaged Property or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Mortgagor for damages caused by public works or construction on or near Mortgage Property. All such sums are hereby assigned to Mortgagee, and Mortgagor shall, upon request of Mortgagee, make, execute, acknowledge, and deliver any and all additional assignments and documents as may be necessary from time to time to enable Mortgagee to collect and receipt for such sums. Mortgagee shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums. Any sums received by Mortgagee as a result of condemnation shall be applied to the Indebtedness in such a manner as Mortgagee may elect.

FF. Covenants With Respect to Personal Property. Mortgagor covenants and agrees with Mortgagee that:

(1) Mortgagee is granted a security interest in the Mortgaged Personal Property.

- (2) Upon an occurrence of an Event of Default, Mortgagee may:
- (a) exercise with respect to all or any part of the Mortgaged Personal Property all the rights, remedies, and powers of a secured party under the Texas Uniform Commercial Code, including without limitation, the right and power to sell at public or private sale, or otherwise dispose of, lease or utilize the Mortgaged Personal Property and any part thereof;
 - (b) exercise with respect to all or any part of the Mortgaged Personal Property, any rights remedies and powers of a secured party pursuant to any other security agreement held by Mortgagor on all or any part of the Mortgaged Personal Property;
 - (c) exercise with respect to all or any part of the Mortgaged Personal Property the right to have the Trustee proceed as to both the real and personal property in accordance with the rights and remedies in respect of real property;
 - (d) transfer at any time to itself or its nominee any part of the Mortgaged Personal Property; receive the money, income, proceeds or benefits from the Mortgaged Personal Property and hold same as security for the Indebtedness or apply same to any and all Indebtedness whether or not then due in such order and in such manner as Mortgagee may in its discretion, elect.
- (3) Should Mortgagee elect to exercise its rights under the Texas Uniform Commercial Code as to part of the Mortgaged Personal Property, this election shall not preclude Mortgagee from exercising any or all of the rights and remedies granted by the other articles of this Deed of Trust as to the remaining Mortgaged Personal Property.
- (4) Mortgagor agrees that, if notice is given to Mortgagor at least ten (10) days before the time of any public sale or disposition, or the date after which Mortgaged Personal Property will be sold or disposed of by private sale, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of any such notice.
- (5) On Mortgagee's demand, Mortgagor will deposit all payments received as proceeds of and payments on the Mortgaged Personal Property in a special bank account designated by Mortgagee, who alone will have power of withdrawal. Mortgagor will deposit the payments on receipt, in the form received, and with any necessary endorsements as security for the Indebtedness. Mortgagee may make any endorsements in Mortgagor's name and behalf. Mortgagee shall apply these funds against the Indebtedness as agreed between Mortgagor and Mortgagee, except that, after the occurrence of an Event of Default, all funds may be applied towards all or any part of the Indebtedness in such order and in such manner as Mortgagee may in its discretion, elect.
- GG. **Loan Agreement Covenants:** Mortgagee shall at all times comply with all of the Covenants and Obligations as required by the Loan Agreement.

Article IV
Defeasance, Respecting Foreclosure
and Other Remedies

A. **Default.** Now, should Mortgagor make due and punctual payment of the Indebtedness secured hereby, as the same becomes due and payable, and duly observe and perform all of the covenants, conditions and agreements as required by the Loan Agreement and as herein required to be observed and performed, then the within conveyance of the Mortgaged Property shall become of no further force and effect, and the lien and security interest hereof shall be released at the cost and expense of Mortgagor; otherwise, it shall remain in full force and effect. In addition to all events of default included in the Loan Agreement or other Loan Documents, each of the following is also an event of default ("Event of Default"):

- (1) Failure to pay any principal or interest on the Note or other Indebtedness when due or declared due, which continues unremedied for ten (10) days after written notice to Borrower of such failure.
- (2) Failure by Mortgagor or any Guarantor to observe or to perform any covenant, term or agreement required by this Deed of Trust or any other Loan Document and such remains uncured for thirty (30) days after written notice by Mortgagee to Mortgagor and to any applicable Guarantor of such failure.

- (3) Any warranty or representation in this Deed of Trust or any of the Loan Documents, and any oral and written financial and credit information furnished to Mortgagee by Mortgagor or any Guarantor upon which Mortgagee has relied is untrue in any material respect as of the date made or furnished, and such remains uncured for thirty (30) days after written notice to by Mortgagee to Mortgagor or to any applicable Guarantor of such untruth.
- (4) Any adverse change in any fact warranted or represented in this Deed of Trust or in any of the Loan Documents or in the financial condition or business of Mortgagor or any Guarantor occurs, which Mortgagee believes materially effect the value or resort to all or any part of the Collateral and/or impair or jeopardize the prospect of payment of all or any part of the indebtedness and such adverse change remains uncured for thirty (30) days after written notice by Mortgagee to Mortgagor and any applicable Guarantor of such adverse change.
- (5) Filing of an involuntary petition against the Mortgagor or any Guarantor in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under any applicable bankruptcy act or law, or under any other insolvency act or law, now or hereafter existing and such petition remains undismissed or unanswered for a period of sixty (60) days from such filing; or the involuntary appointment of a receiver or trustee for the Mortgagor or any Guarantor for all or a substantial part of its property and such appointment remains unvacated for a period of sixty (60) days or unopposed for a period of ten (10) days from such appointment; or the issuance of a warrant of attachment, execution or similar process against any substantial part of the property of the Mortgagor or any Guarantor, and such warrant remains unbonded or undismissed for a period of fifteen (15) days from notice to the Mortgagor or any Guarantor of its issuance. the appointment of a receiver or liquidator or an arrangement for benefit of creditors, voluntary or involuntary, for Mortgagor or any Guarantor or for any of their property;
- (6) Filing by the Mortgagor or any Guarantor of a voluntary petition or any answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under any applicable bankruptcy act or law, or under any other insolvency act or law, now or hereafter existing, or any action by the Mortgagor or any Guarantor, consenting to, approving of, or acquiescing in, any such petition or proceeding; the application by the Mortgagor or any Guarantor for, or the appointment by consent or acquiescence of, a receiver or trustee for the Mortgagor or any Guarantor, or for all or a part of its property; the making by the Mortgagor or any Guarantor of an assignment for the benefit of creditors, the inability of the Mortgagor or any Guarantor or the admission by the Mortgagor, in writing or its inability to pay its debts as they mature (the term "acquiescence" means the failure to file a petition or motion in opposition to such petition or proceeding or to vacate or discharge any order, judgment or decree providing for such appointment within sixty (60) days after the appointment of a receiver or trustee;
- (7) Mortgagor or any Guarantor becomes the subject of a civil or criminal action that Mortgagee believes will materially affect Mortgagor's or applicable Guarantor's ability to pay all or any part of the Indebtedness;
- (8) Mortgagor defaults on any other loan with Mortgagee;
- (9) any substantial impairment in value or resort to any collateral occurs, including any judgment against Mortgagor and any liens on Mortgaged Property other than those in favor of Mortgagee;
- (10) Mortgagee at any time in good faith deems prospect of payment on the Note or other Indebtedness, or the performance of any part of this Deed of Trust is jeopardized or impaired;

then and in such event, Mortgagee may, at its option do any one or more of the following: (a) without notice, demand or presentment, which are hereby waived by Mortgagor, declare the entire unpaid balance of the Indebtedness immediately due and payable (provided, however, if any acts of insolvency as provided for in subsections (5) and (6) above occur, acceleration shall immediately occur automatically without any actions required by Mortgagee); (b) and thereupon, or at any time thereafter while said Indebtedness or any part thereof remains unpaid, Mortgagee may request Trustee to foreclose all or any part of this lien and security interest, in which case, it shall be the duty of the Trustee to enforce this trust, and Mortgagee or Mortgagee's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and to sell and convey the Mortgaged Property either as a whole or in parcels or in undivided interests, as the Trustee may elect, at public auction at the courthouse where the Mortgaged Real Property or any part thereof may be situated (if the property is located in more than one county, the sale may be held in any county in Texas wherein a part of the Mortgaged Real Property is located, and the notice of sale shall designate the county where the sale will be held), to the highest bidder for cash, and after such sale to make the purchaser or purchasers good and sufficient deeds and assignments in

the name of the Mortgagor herein, conveying said property so sold to the purchaser or purchasers with general warranty of title binding Mortgagor subject to any prior liens and to other exceptions to conveyance and warranty. No single sale or series of sales by the Trustee shall extinguish the lien or exhaust the power of sale hereunder except with respect to the items of property sold, but such lien and power shall exist for so long as and may be exercised in any manner by law or as herein provided as often as the circumstances required to give Mortgagee full relief hereunder. It shall not be necessary to have present, or to exhibit at any such sale, any of the Mortgaged Personal Property; (c) enter upon and take possession of the Mortgaged Property and remove the fixtures or personal property or any part thereof, with or without judicial process; (d) as a matter of right and without regard to the sufficiency of security and without any showing of insolvency, fraud or mismanagement on the part of Mortgagor, the Mortgagee shall be entitled to the appointment of a receiver of the Mortgaged Property and of the profits thereof; (e) exercise all or any part of the rights, powers and remedies afforded a secured party by the Texas Uniform Commercial Code with reference to the Mortgaged Personal Property, or proceed to exercise the power of sale by the Trustee as to both all or any part of the Real Property and all or any part of the Mortgaged Personal Property covered hereby; or (f) terminate Mortgagor's license to collect rent or other income from the Mortgaged Property.

B. Application of Proceeds. Trustee is authorized to receive the proceeds of said sale or sales and apply the same as follows:

First: to the payment of all necessary costs and expenses incident to the execution of the Trustee's sale, including, but not limited to, a reasonable fee to the Trustee;

Second: to any and all Indebtedness then hereby secured, with application to be made in such order and in such manner as the holder of said Indebtedness may, in its discretion, elect;

Third: to any other party any amounts required by law to be paid before payment to Mortgagor; and

Fourth: the balance, if any to Mortgagor.

C. Possession. If any of the Mortgaged Property is sold under this Deed of Trust, Mortgagor shall immediately surrender possession to the purchaser. If Mortgagor fails to do so, Mortgagor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer or conversion.

D. Substitute or Successor Trustee. In any event, with or without cause or reason, at the option of the holder of the Indebtedness, a successor and substitute Trustee may be named, constituted and appointed by the said holder of said Indebtedness without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said Mortgaged Property and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or substitute Trustee shall exist as often and whenever the holder of the Indebtedness desires.

E. Presumptions. All recitals in any assignment or other instrument executed by Mortgagee incident to sale, transfer, assignment, lease or other disposition or utilization of any part of the Mortgaged Property hereunder shall be prima facie evidence of the matters stated therein; no other proof shall be required to establish the legality of the sale; and all prerequisites of such sale or other action shall be presumed conclusively to have been performed or to have occurred.

F. Mortgagee as Purchaser. It is expressly understood that the holder of said Indebtedness, or said Trustee, may be a purchaser of the Mortgaged Property, or of any part thereof, at any sale thereof, whether such sale be under the power of sale hereinabove vested in said Trustee or upon any other foreclosure of the lien hereof, or otherwise; and the holder of said Indebtedness or the Trustee so purchasing shall, upon any such purchase, acquire good title to the Mortgaged Property so purchased, free of all rights of redemption in Mortgagor.

G. Cumulative Remedies. The rights of entry, sale or suit, as hereinabove conferred, are cumulative of all other rights and remedies herein or by law or in equity provided, and shall not be deemed to deprive the holder of said Indebtedness or Trustee of any such other legal or equitable rights or remedies, by judicial proceedings or otherwise, appropriate to enforce the conditions, covenants and terms of this Deed of Trust, the Loan Agreement, the Note, any security agreement or other Loan Documents, and the employment of any remedy hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

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H. **Partial Invalidity.** If any part of the Indebtedness cannot lawfully be secured hereby, the lien and security interest hereof cannot be lawfully enforced with respect to any part of the Indebtedness, or the lien or security interest hereof shall be invalid or unenforceable as to any part of the Indebtedness, then and in any such event, all payments shall be deemed to have been first applied to the complete payment and liquidation of that part of the Indebtedness that is not secured by this Deed of Trust and the unsecured portion of the Indebtedness shall be completely paid and liquidated prior to the payment and liquidation of the remaining and secured portion of the Indebtedness.

Article V
Assignment of Rents

Mortgagor hereby assigns to Mortgagee all rental payable under each lease now or at any time hereafter existing on the Mortgaged Property, such assignment being upon the following terms:

- (1) until receipt from Mortgagee of notice of the occurrence of a default, each lessee may pay rental directly to Mortgagor, but after default Mortgagor covenants to hold all rental so paid in trust for the use and benefit of Mortgagee;
- (2) upon receipt from Mortgagee of notice that a default exists, each lessee is hereby authorized and directed to pay directly to Mortgagee all rental thereafter accruing; and the receipt of rental by Mortgagee shall be a release of such lessee to the extent of all amounts so paid;
- (3) rental so received by Mortgagee shall be applied by Mortgagee, first to the expenses, if any, of collection and then to and among the Indebtedness hereby secured as Mortgagee may elect; provided however, Mortgagee shall have the right, but not the obligation to use rents to discharge expenses incurred in the management of the Mortgaged Property;
- (4) without impairing its rights hereunder, Mortgagee may, at its option, at any time and from time to time, release to Mortgagor rental so received by Mortgagee, or any part thereof;
- (5) Mortgagee shall not be liable for its failure to collect, or its failure to exercise diligence in the collection of rental, but shall be accountable only for rental that it shall actually receive; and
- (6) the assignment contained in this Article V shall terminate upon the release of this Deed of Trust, but no lessee shall be required to take notice of termination until a copy of such release shall have been delivered to such lessee.

As between Mortgagee and Mortgagor, and any person claiming through or under Mortgagor, other than any lessee who has not received notice of default pursuant to subparagraph (b) above, the assignment contained in this Article V is intended to be absolute, unconditional and presently effective, and the provisions of subparagraphs (a) and (b) above are intended solely for the benefit of each lessee and shall never inure to the benefit of the Mortgagor or any person claiming through or under Grantor, other than a lessee who has not received such notice. It shall never be necessary for Mortgagee to institute legal proceedings of any kind whatsoever to enforce the provisions of this Article V.

Mortgagor, upon request of Mortgagee, agrees to execute and deliver to Mortgagee from time to time written assignments of specific leases which cover all or any part of the Real Property in a form as approved by attorneys for the Mortgagee, and to cause its tenants to execute subordination, non-disturbance and attornment agreements in a form as approved by the attorneys for Mortgagee.

Article VI
Additional Remedies

If Mortgagor should fail to comply with any of the covenants or obligations of Mortgagor hereunder, then Mortgagee or said Trustee may perform the same for the account and at the expense of Mortgagor but shall not be obligated so to do, and any and all expenses, including attorney's fees, incurred or paid in so doing shall be payable by Mortgagor to Mortgagee, with interest from the date when same was so incurred or paid, and the amount thereof shall be payable on demand at AMERICAN STATE BANK, 1401 Avenue Q, Lubbock, Lubbock County, Texas 79401, and shall constitute a part of the Indebtedness hereby secured by and under this Deed of Trust, and the amount and nature of such expense and the time when paid shall be fully established by the affidavit of Mortgagee or any officer or agent thereof, or by the affidavit of any Trustee acting hereunder; provided, however, that the exercise of the privileges granted in this paragraph shall in nowise be considered or constitute a waiver of the right of Mortgagee upon the

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happening of an Event of Default hereunder to declare the Indebtedness secured by this Deed of Trust to be at once due and payable but is cumulative of such right and all other rights herein given.

Interest shall accrue on all Indebtedness for which an interest rate has not otherwise been contracted for in writing at a floating rate equal to the Highest Lawful Rate as it may change from time to time on the amount advanced or expended from time to time from the date advanced or expended until paid.

"Highest Lawful Rate", as used herein, shall be deemed to mean the greater of (i) the "Quarterly Ceiling" as referred to in Section 303.006 of the Texas Finance Code, as it may be subsequently amended, or (ii) the maximum rate of interest permitted at such time by any federal or other law applicable to the indebtedness evidenced by the Note. Each change in the Highest Lawful Rate is to become effective immediately without notice on the effective date of each change.

Article VII Miscellaneous

A. **Not Usury.** Any provision in any of the Loan Documents to the contrary notwithstanding, the holder of the Indebtedness hereby secured shall in any event not be entitled to receive or collect, nor shall any amounts received hereunder be credited so that the holders of said Indebtedness shall be paid as interest a sum greater than that authorized by law. If any possible construction of the Deed of Trust or the Note, or any or all other Loan Documents seems to indicate any possibility of a different power given to the holder of said Indebtedness hereby secured, or any authority to ask for, demand, or receive any larger rate of interest, such as a mistake in calculation or wording, then this clause shall override and control.

Maker shall not be obligated to pay such interest in excess of the amount permitted by applicable law, and the right to demand the payment of any such excess is hereby waived. Such excess shall be applied first to principal to reduce the Indebtedness, and if the excess interest exceeds the unpaid principal balance, it shall be refunded to the maker.

B. **Headings.** This Deed of Trust, for convenience only, has been divided into articles and paragraphs, and it is understood that the rights, powers, privileges, duties and other legal relations of said Mortgagor, Mortgagee, any other holder of said Indebtedness secured hereby, and Trustee, shall be determined from this instrument as an entirety and without regard to the aforesaid division into articles and paragraphs and without regard to headings prefixed to said articles.

C. **Successors and Assigns.** The terms used to designate any of the parties herein shall be deemed to include the heirs, successors and assigns of such parties; the term "successors" shall include the heirs and legal representatives; and the term "Mortgagee" shall also include any lawful owner, holder or pledgee of any Indebtedness secured hereby. These presents shall be binding upon the parties, their successors and assigns and shall inure to the benefit of the parties, their successors and assigns and the covenants and agreements herein contained shall constitute covenants running with the land.

D. **Subrogation.** If any of the funds advanced as a part of the Indebtedness are used to pay any debts secured by prior liens, Mortgagee is subrogated to all of the rights and liens of the holders of any debts so paid.

E. **Any Unsecured Indebtedness is Deemed Paid First.** If any part of the Indebtedness cannot lawfully be secured by this Deed of Trust, or if the lien, assignments and security interest of this Deed of Trust cannot be lawfully enforced to pay any part of the Indebtedness, then and in either such event, at the option of Mortgagee, all payments on the Indebtedness shall be deemed to have been first applied against that part of the Indebtedness.

F. **Due on Sale.** The Indebtedness described herein has been extended personally to Mortgagor and shall not be considered to run to or with the Mortgaged Property, or with the ownership of the Mortgaged Property, or to be appurtenant thereto. It is expressly acknowledged, covenanted and agreed that if there occurs, without the prior written consent of Mortgagee, which consent will not be unreasonably withheld, any sale, lease, exchange, assignment, conveyance, encumbrance, mortgage, alienation, transfer or other disposition of (i) all or any portion of or any interest in any Mortgaged Property, including undivided interests, or (ii) all or any part of the beneficial, legal or equitable ownership interest in Mortgagor (if Mortgagor is a corporation, partnership, joint venture, trust or other type of business association or legal entity), then Mortgagee may, at Mortgagee's option, accelerate the maturity of the Indebtedness, and Mortgagee may enforce any and all of Mortgagee's rights, remedies and recourses set forth in this

Deed of Trust during the existence of an Event of Default, including the right to collect any prepayment premiums resulting under any notes hereby secured, but only to the extent that it does not result in interest in excess of the Highest Lawful Rate.

G. **Environmental Matters.**

(1) **Definitions.**

- (a) **"Hazardous Materials"** means (i) those substances included within the statutory and/or regulatory definitions of "hazardous waste," "extremely hazardous substance," "regulated substance," "contaminant," "hazardous materials" or "toxic substances," under any Environmental Law, (ii) those substances listed in 49 C.F.R. 172.101 and in 40 C.F.R. Part 302; (iii) any material, waste or substance which is (A) petroleum, oil or a fraction thereof, (B) ACM, (c) polychlorinated biphenyls, (D) formaldehyde, (E) designated as a "hazardous substance" pursuant to 33 U.S.C. §1321 or listed pursuant to 33 U.S.C. §1317; (F) explosives or (G) radioactive materials (including naturally occurring radioactive materials); (iv) Solid Wastes that pose imminent and substantial endangerment to health or the environment; (v) any material, waste or substance designated, classified or regulated as a "hazardous material," "hazardous substance," or "toxic substance" under any Environmental Law; (vi) radon gas in an ambient air concentration exceeding four picocuries per liter (4pCi/l); (vii) such other substances, materials, or wastes that are or become classified or regulated as hazardous or toxic under any Environmental Law; and (viii) any other substance which by governmental requirements requires special handling or notification of any federal, state or local governmental entity or agency in its collection, storage, treatment and/or disposal. For the purposes of this definition, Hazardous Materials shall not include any substance that is natural occurring or of a nature, quantity or concentration that is customarily used, stored or disposed as part of or incidental to the operation and maintenance of the Mortgaged Property in the ordinary course of Mortgagor's business currently conducted (or currently contemplated to be conducted following completion of construction of Improvements, if applicable) and the Land so long as (x) such use, storage or disposal takes place in accordance with applicable Environmental Laws, (y) any disposal takes place in accordance with applicable Environmental Laws at disposal facilities and locations other than the Land and which are permitted in accordance with Environmental Laws and (z) such use, storage or disposal does not require Mortgagor, any agent or employee of Mortgagor or any operator of the Mortgaged Property to have a hazardous waste generator identification number or any other environmental permit based primarily on or related primarily to the Hazardous Materials in question.
- (b) **"Environmental Laws"** means all applicable laws, rules, regulations, ordinances, orders or guidance documents now or hereafter in effect of any federal, state or local executive, legislative, judicial, regulatory or administrative agency, board of authority or any judicial or administrative decision relating thereto that relate to (i) wetlands, pinelands or other protected land or wildlife species; (ii) noise; (iii) radioactive materials (including naturally occurring radioactive materials); (iv) explosives; (v) pollution, contamination, preservation, protection or clean-up of the air, surface water, ground water, soil or wetlands; (vi) solid, gaseous or liquid waste generation, handling, discharge, release, threatened release, treatment, storage, disposal or transportation; (vii) exposure of persons or property to Hazardous Materials and the effects thereof; (viii) injury to, death of or threat to the safety or health of employees and any other persons relating to any Environmental Law; (ix) the manufacture, processing, distribution in commerce, use, treatment, storage, disposal or remediation of Hazardous Materials Contamination (x) destruction, contamination of, or the release onto any property (whether real or personal) directly or indirectly connected with Hazardous Materials; (xi) the implementation of spill prevention and/or disaster plans relating to Hazardous Materials; (xii) community right-to-know and other disclosure laws relating to any Environment Law; or (xiii) maintaining, disclosing or reporting information to governmental authorities under any Environmental Law.
- (c) **"Hazardous Materials Contamination"** shall mean the contamination (whether presently existing or hereafter occurring) of the improvement, facilities, soil, groundwater, air or other elements on or of the Mortgaged Property by Hazardous Materials, or the contamination of the buildings, facilities, soil,

groundwater, air or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this Deed of Trust) emanating from the Mortgaged Property.

- (2) **Warranties.** Mortgagor represents and warrants to Mortgagee that to the best of Mortgagor's knowledge, except as disclosed by Mortgagor in writing to Mortgagee prior to the execution of this Deed of Trust, that:
- (a) No Hazardous Materials are now located on the Mortgaged Property nor anticipated to be used in the future in connection with Mortgagor's business.
 - (b) No part of the Mortgaged Property is being used nor has been used for the disposal, storage, treatment, processing or handling of Hazardous Materials, nor is any portion affected by Hazardous Materials Contamination.
 - (c) No investigation, order, litigation, agreement or settlement is proposed, threatened, anticipated or in existence with respect to Hazardous Materials or Hazardous Materials Contamination.
 - (d) Mortgagor has all required environmental permits and has made all required filings, if any, with the Texas Water Commission, the Texas Air Control Board, the Texas Department of Health, the Environmental Protection Agency and other applicable state and federal agencies; and Mortgagor is now in full compliance with such laws and regulations related to environmental matters.
- (3) **Covenants.** Mortgagor covenants and agrees:
- (a) To comply with all applicable laws and regulations related to environmental matters including all Environmental Laws during the term of the loan, including any required remedial actions.
 - (b) That the Mortgaged Property never has been, and never will be, so long as this Deed of Trust remains in place, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Materials except in accordance with applicable Environmental Laws. The representations and warranties contained herein are based on Mortgagor's due diligence in investigating the Mortgaged Property for Hazardous Materials. Mortgagor hereby (1) releases and waives any future claims against Mortgagee for indemnity or contribution in the event Mortgagor becomes liable for cleanup or other costs under any such Environmental Laws unless caused by the gross negligence or willful misconduct of Mortgagee or any of the Mortgagee Indemnitees, and (2) agrees to indemnify and hold harmless Mortgagee against any and all claims and losses resulting from a breach of the provisions of Article VII.G. of this Deed of Trust unless caused by the gross negligence or willful misconduct of Mortgagee or any of the Mortgagee Indemnitees. This obligation to indemnify shall survive the payment of the Indebtedness and the satisfaction of this Deed of Trust.
 - (c) That Mortgagee and its representatives shall have the right at any time and from time to time so long as Indebtedness is secured to conduct an environmental audit with respect to the Mortgaged Property, and all expenses of same shall be paid by Mortgagor.
 - (d) That Mortgagor will provide Mortgagee with copies of all notices, filings and communications given to or received from governmental agencies related to environmental matters.
 - (e) That Mortgagor will immediately notify Mortgagee upon acquiring knowledge of the presence of Hazardous Materials or any Hazardous Materials Contamination related to the Mortgaged Property.
- (4) **Expenses Secured.** Mortgagee shall have the right but not the obligation at any time and from time to time to take such action as it deems necessary or advisable to identify, clean up, remove, resolve or otherwise deal with Hazardous Materials Contamination and other environmental matters of Mortgagor which in Mortgagee's sole opinion could jeopardize Mortgagee's position. All costs and expenses incurred by Mortgagee related to such actions (including the costs of environmental audits and reports) shall be payable to Mortgagee upon demand, shall

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be Indebtedness secured by this Deed of Trust, and shall draw interest from the date of advancement until paid according to the provisions of Article VI herein unless caused by the gross negligence or willful misconduct of Mortgagee or any of the Mortgagee Indemnitees..

(5) **Indemnity.**

- (a) **Scope of Indemnity.** Mortgagor hereby agrees, jointly and severally, unconditionally, absolutely and irrevocably, to indemnify and hold harmless each Mortgagee Indemnitee from and against all costs, expenses, losses, claims and liabilities ("Costs") which at any time or from time to time may be suffered or incurred in connection with any Hazardous Material Contamination, the violation of any applicable laws and regulations related to environmental matters, the breach of any warranties or representations of Mortgagor related to environmental matter or the failure of Mortgagor to perform any obligations herein required to be performed by Mortgagor; provided that indemnity will not be provided to a Mortgagee Indemnitee for the portion of the Costs which are directly attributable to the gross negligence or willful misconduct of a Mortgagee Indemnitee.

As used herein, the term "Mortgagee Indemnitee" means Mortgagee, any subsequent holder or owner of Indebtedness or any interest therein, any affiliate, successor, assign or subsidiary of Mortgagee and each of their shareholders, directors, officers, employees, counsel, agents and contractors, and the Trustee and all successor or substitute trustees, as well as their respective heirs, successors and assigns.

MORTGAGOR SHALL INDEMNIFY EACH MORTGAGEE INDEMNITEE REGARDLESS OF WHETHER THE ACT, OMISSION, FACTS, CIRCUMSTANCES OR CONDITIONS GIVING RISE TO SUCH INDEMNIFICATION WERE CAUSED IN WHOLE OR IN PART BY MORTGAGEE'S (OR ANY MORTGAGEE INDEMNITEE'S) SIMPLE (BUT NOT GROSS) NEGLIGENCE.

- (b) **Survival of Indemnity.** The provisions of and undertakings and indemnifications set out herein shall survive foreclosure of this Deed of Trust or acceptance of the Mortgaged Property by Mortgagee in lieu of foreclosure, the payment of the Indebtedness and satisfaction and release of this Deed of Trust, but shall not apply (i) to any release of Hazardous Materials first used, stored, released, manufactured, generated or treated at, on or under the Real Property that occurs at any time after Mortgagor is divested title and possession by foreclosure or deed-in-lieu of foreclosure and is not the result of activities that occurred on the Real Property while or before Mortgagor held title or was in possession of the Real Property, or (ii) to any environmental claim or Costs attributable to or arising out of any Mortgagee Indemnitees' gross negligence or willful misconduct.
- (c) **Mortgagor's Obligation.** Mortgagor's liability under the above indemnification provisions shall accrue upon an environmental claim being asserted against any Mortgagee Indemnitee. In addition, actual threatened action by governmental authority is not a condition or prerequisite to Mortgagor's obligations under this Deed of Trust. Within five (5) days after notification from Mortgagee supported by sufficient documentation setting forth the nature of the environmental claim, Mortgagor, at no cost or expense to Mortgagee Indemnitees, shall diligently commence resolution of the environmental claim in a commercially reasonable and cost effective manner and shall diligently and timely prosecute such resolution to completion. Notwithstanding the foregoing, Mortgagor shall have the right to contest any claim so long as reserves that are deemed adequate by Mortgagee are maintained and Mortgagor is diligently and in good faith contesting same.

H. Waiver of Right to Trial by Jury. Mortgagor, each Guarantor and Mortgagee hereby agree not to elect a trial by jury of any issue triable of right by jury, and waive any right to trial by jury fully to extent that any such right shall now or hereafter exist with regard to this Deed of Trust and any other loan documents, or any claim, counterclaim or other action arising in connection therewith. This waiver of right to trial by jury is given knowingly and voluntarily by Mortgagor, each Guarantor and Mortgagee, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each of Mortgagee, each Guarantor and Mortgagor is hereby authorized to file a copy of this paragraph in any proceeding as conclusive evidence of this waiver by Mortgagor, each Guarantor and Mortgagee.

I. **Construction.** Funds are being advanced for construction of Improvements upon the Real Property. This Deed of Trust is intended to be a "construction mortgage" as that term is defined in § 9.334 of the Texas Business and Commerce Code. Mortgagor agrees to execute an affidavit of commencement as may be required by Mortgagee designating the date construction commences and, during and after construction of the Improvements is complete, to provide Mortgagee with such affidavit of bills paid and affidavit of construction complete and waivers of Mechanic and Materialman liens as may be reasonably required by Mortgagee.

J. **Counterparts.** This instrument may be simultaneously executed in a number of identical counterparts, each of which for all purposes shall be deemed an original. This agreement may also be executed separately by all or any of the parties and all such agreements shall collectively be deemed as an original executed agreement of all of the parties.

K. **Receivership.** Without regard to any cure period provided for herein or in the Note, upon the occurrence and continuance of any Event of Default under the Note or this Deed of Trust, Mortgagee may, at Mortgagee's election, make application to a court of a competent jurisdiction for appointment of a receiver of the Mortgaged Property as a matter of strict right, without notice to Mortgagor, and without regard to the adequacy of the value of such Mortgaged Property for the repayment of the Indebtedness, and Mortgagor hereby irrevocably consents to such an appointment. Any receiver shall have all the usual powers and duties of receivers in similar cases, including full power to possess, rent, maintain, repair and operate the Mortgaged Property upon such terms and conditions as may be approved by the court; provided, however, that the receivership provisions hereinabove shall not be applicable to the extent all or any portion of the Mortgaged Property constitutes the homestead of Mortgagor as of the date of this Deed of Trust and as of the date when Mortgagee seeks or desires to seek the appointment of a receiver.

L. **Proof of Tax Payment.** Mortgagor agrees to furnish to Mortgagee, on or before January 20th of each year during the term of the Note hereby secured, evidence (tax certificates or paid tax receipts) satisfactory to Mortgagee that all taxes and assessments on the Mortgaged Property have been paid when due.

M. **Indebtedness May be Changed without Affecting this Deed of Trust.** Any of the Indebtedness may be extended, rearranged, renewed, increased or otherwise changed in any way with Mortgagor's consent, and any part of the security described in this Deed of Trust or any other collateral or guaranty for any part of the Indebtedness may be waived or released without in anyway altering or diminishing the force or effect of this Deed of Trust, and the lien, assignment and security interest granted by this Deed of Trust shall continue as a prior lien, assignment and security interest on all of the Mortgaged Property not expressly so released, until the final termination of this Deed of Trust.

N. **Financial Information.** Mortgagor agrees to deliver to Mortgagee (1) financial statements within 120 days after the end of each calendar year which will reflect the net worth of Mortgagor and of each Guarantor and will reflect the current assets and current liabilities from which the net worth of Mortgagor and of each Guarantor can be determined, (2) a copy of the federal income tax return of Mortgagor and each Guarantor and (3) such other financial information as Mortgagee may reasonably request from time to time.

Mortgagor represents, covenants and warrants that the financial information furnished to Mortgagee and which shall continue to be furnished to Mortgagee during the term of the Indebtedness hereby secured, in all material respects: (1) are complete and correct; (2) accurately present the financial conditions at said date; (3) accurately reflect the operations for the period ending on said date; (4) accurately reflect all liabilities and other comments; (5) accurately reflect material adverse changes in the financial condition or operations; and (6) accurately disclose all information which would adversely affect the financial conditions of Mortgagor and each Guarantor

O. **Notices.** All notices or other written communications under this Deed of Trust or under any of the other Loan Documents shall be deemed to have been properly given when given by: (i) personal delivery; (ii) registered or certified U.S. mail, postage prepaid, return receipt requested; (iii) a recognized overnight delivery service (receipt requested) such as DHL, FedEx or UPS, (iv) facsimile if transmitted by a machine that produces a transmission report verifying the date and time of transmission and the telephone number to which transmitted, and a confirming hard copy is mailed to the recipient; and in each case to the appropriate addresses set forth below (or to such other addresses as a party may designate by notice to the other parties). Notice given: (i) by personal delivery shall be effective upon delivery or refusal of delivery, whichever is earlier; (ii) by mail shall be effective upon

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receipt or three (3) business days after the postmark date, whichever is earlier; (iii) by overnight delivery service upon receipt or refusal of delivery, whichever is earlier; and (iv) by facsimile shall be effective on the date shown on the transmission receipt:

To Mortgagee:

American State Bank
Attention: Mike Jackson
P.O. Box 1401
Lubbock, Texas 79408

with a mandatory copy, which will not constitute notice, to:

McWhorter, Cobb and Johnson, L.L.P.
Attention: Jack P. Driskill
P. O. Box 2547
Lubbock, Texas 79408
Facsimile: 806.762.8014

To Mortgagor:

Shreeji Granbury, Inc
321 Lubbock Road
Brownfield, Texas 79316

with copy to:

Bradford L. Moore
P.O. Box 352
Brownfield, Texas 79316

To Guarantors:

Dilip Patel
3401 Woodbine Road
Orange, CA 92867

Brajesh Patel
321 Lubbock Road
Brownfield, Texas 79316

Ashukkumar Amin
9501 Montanza Way
Buena Park, California 90620

EXECUTED to be effective as of September 9, 2008.

Shreeji Granbury, Inc.

By: _____

Brajesh Patel, President

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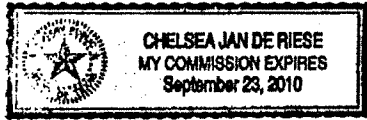
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THE STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 17th day of September, 2008, by Brajesh Patel, President of Shreeji Granbury, Inc., a Texas corporation, on behalf of said corporation.



Chelsea Jan De Riese
Notary Public Signature

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**EXHIBIT "A" TO DEED OF TRUST,
SECURITY AGREEMENT AND ASSIGNMENT OF RENTS
FROM SHREEJI GRANBURY, INC.
TO AMERICAN STATE BANK**

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1. Real Property:

All of Lots 1 and 2 of Gibson Discount Center of Granbury, Inc., Subdivision, according to the replat thereof recorded in Slide B-108 of the Plat Records, Hood County, Texas;

together with all rights, privileges and appurtenances pertaining thereto and Improvements located thereon, including, but not limited to, all right, title, and interest of Mortgagor in and to adjacent roads, right-of-ways, alley, drainage facilities, easements and utility facilities, strips and gores between the described Real Property and abutting properties and all permits, authorities, licenses, consents, and bonds, if any.

Assignment of Lease: Mortgagee retains the right at any time and from time to time to require Mortgagor to additionally secure the Indebtedness by a separate written assignment in recordable form of any or all leases of the real property.

2. Personal Property:

All of Mortgagor's remedies, powers, privileges, rights, titles and interests (including all power of Mortgagor, if any, to pass greater title than it has itself) of every kind and character, now owned or hereafter acquired, created or arising in and to the following:

- (a) All fixtures, equipment and supplies (the "Fixtures and Equipment") now or hereafter owned by Mortgagor and attached to, used, intended or acquired for use for, or in connection with, the construction, maintenance, operation or repair of the Real Property or Improvements (hereinafter defined), or for the present or future replacement or replenishment of used portions of it, and all related parts, filters and supplies, including, but not limited to, all heating, lighting, cooling, ventilating, air conditioning, environment control, refrigeration, plumbing, incinerating, water-heating, cooking, pollution control, gas, electric, solar, nuclear, computing, monitoring, measuring, controlling, distributing and other equipment and fixtures, and all renewals and replacements of them, all substitutions for them and all additions and accessions to them, all of which Mortgagor and Mortgagee hereby irrevocably declare to be real estate and part of the Real Property.
- (b) All Leases (as such term is hereinafter defined).
- (c) All wastewater, fresh water and other utilities capacity and facilities (the "Utilities Capacity") available or allocable to the Real Property and Improvements or dedicated to or reserved for them pursuant to any system, program, contract or other arrangement with any public or private utility, and all related or incidental licenses, rights and interests, whether considered to be real, personal or mixed property, including the right and authority to transfer or relinquish any or all such rights and the right to any credit, refund, reimbursement or rebate for utilities facilities construction or installation or for any reservation fee, standby fee or capital recovery charge promised, provided or paid for by Mortgagor or any of Mortgagor's predecessors or Affiliates (defined below), to the full extent now allocated or allocable to the Real Property or Improvements, plus all additional Utilities Capacity, if any, not dedicated or reserved to the Real Property or Improvements but which is now or hereafter owned or controlled by Mortgagor or by anyone (an "Affiliate", whether a natural person or an entity) who directly or through one or more intermediaries controls, is controlled by or is under common control with Mortgagor, to the full extent that such additional Utilities Capacity is necessary to allow development, marketing and use of the Real Property or Improvements for their highest and best use.
- (d) All estate, right, title and interest acquired by Mortgagor in or to the Real Property, Improvements, Fixtures and Equipment, Leases and Utilities Capacity after execution of this Financing Statement.
- (e) Any and all rights and appurtenances (the "Appurtenances") belonging, incident or appertaining to the Real Property, Improvements, Fixtures and Equipment, Leases or Utilities Capacity or any part of them, including, but not limited to any rights as declarant and/or developer under any restrictive covenants affecting the Real Property.

- (f) All existing and future minerals, oil, gas, and other hydrocarbon substances in, upon, under or through the Real Property that are now or hereafter owned by Mortgagor.
- (g) Any and all rights and estates in reversion or remainder to the Real Property, Improvements, Fixtures and Equipment, Leases, Utilities Capacity or Appurtenances or any part of them.
- (h) All contracts executed or to be executed by Mortgagor for the development of the Real Property, and all franchises, licenses and permits, whether executed, granted or issued by a private person or entity or a governmental or quasi-governmental agency, which are directly or indirectly related to or connected with the development or sale of the Real Property or the Improvements, whether now or at any time hereafter existing, and all amendments and supplements thereto and renewals and extensions thereof at any time made, and all rebates, refunds, escrow accounts and funds, or deposits and all other sums due or to become due under and pursuant thereto and all powers, privileges, options and other benefits of Mortgagor thereunder.
- (i) All other estates, easements, interests, licenses, rights, titles, powers or privileges of every kind and character which Mortgagor now has, or at any time hereafter acquires, in and to any of the foregoing, including, without limitation, the proceeds from condemnation, or threatened condemnation, and the proceeds of any and all insurance covering any part of the foregoing; and all related parts, accessions and accessories to any of the foregoing and all replacements or substitutions therefor, as well as all other Improvements, Fixtures and Equipment, Leases, Utilities Capacity and Appurtenances now or hereafter placed thereon or accruing thereto.
- (j) All equipment, accounts, general intangibles, fixtures, inventory, chattel paper, notes, documents and other personal property owned by Mortgagor and used, intended or acquired for use, on or in connection with the use or operation of the Real Property, the Improvements or the property described in (a) through (i) above, or otherwise related to the Mortgaged Property, and all products and proceeds of it, including, without limitation, all security deposits under Leases now or at any time hereafter held by or for Mortgagor's benefit, all monetary deposits which Mortgagor has been required to give to any public or private utility with respect to utility services furnished to the Mortgaged Property, all funds, accounts, instruments, accounts receivable, documents, trademarks, trade names and symbols used in connection therewith, and notes or chattel paper arising from or by virtue of any transactions related to the Mortgaged Property, all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Mortgaged Property, and all guaranties and warranties obtained with respect to all Improvements, equipment, furniture, furnishings, personal property and components of any thereof located on or installed at the Mortgaged Property.
- (k) All contracts now or hereafter entered into by and between Mortgagor and any Original Contractor (as such term is defined in Section 53.001(7) of the Texas Property Code) or between Mortgagor and any other party, as well as all right, title and interest of Mortgagor under any subcontracts, providing for the construction (original, restorative or otherwise) of any Improvements to or on any of the Mortgaged Property or the furnishing of any materials, supplies, equipment or labor in connection with any such construction.
- (l) All of the plans, specifications and drawings (including, but not limited to, plot plans, foundation plans, floor plans, elevations, framing plans, cross-sections of walls, mechanical plans, electrical plans and architectural and engineering plans and architectural and engineering studies and analyses) heretofore or hereafter prepared by any architect, engineer or other design professional, in respect of any of the Mortgaged Property.
- (m) All agreements now or hereafter entered into with any person or entity in respect of architectural, engineering, design, management, development or consulting services rendered or to be rendered in respect of planning, design, inspection or supervision of the construction, management or development of any of the Mortgaged Property.
- (n) Any commitment issued by any lender or investor other than Mortgagee to finance or invest in any of the Mortgaged Property.
- (o) Any completion bond, performance bond and labor and material payment bond and any other bond relating to the Mortgaged Property or to any contract providing for construction of Improvements to any of the Mortgaged Property.

2429 0120

- (p) All substitutions for and proceeds of any of the foregoing received upon the rental, sale, exchange, transfer, collection or other disposition or substitution of it and all general intangibles now owned by Mortgagor or existing or hereafter acquired, created or arising (whether or not related to any of the foregoing property).
- (q) All permits, licenses, certifications, franchises, building permits, certificates of occupancy, certificates of compliance, and other rights and privileges obtained in connection with the development and proposed use of the Mortgaged Property;

together with all accessions, appurtenances and additions to and substitutions for any of the foregoing and all products and proceeds of any of the foregoing, together with all renewals and replacements of any of the foregoing, all accounts, receivables, account receivables, instruments, notes, chattel paper, documents (including all documents of title), books, records, contract rights and general intangibles arising in connection with any of the foregoing (including all insurance and claims for insurance affected or held for the benefit of Mortgagor or Mortgagee in respect of the foregoing) and together with all general intangibles now owned by Mortgagor or existing or hereafter acquired, created or arising (whether or not related to any of the foregoing property).

The term "Improvements and/or improvements" as used herein means all existing and all future buildings on the Real Property and other Improvements to it, all of which Mortgagor and Mortgagee hereby irrevocably declare to be real estate and part of the Real Property, including, but not limited to, all water, sewage and drainage facilities, wells, treatment plants, supply, collection and distribution systems, paving, landscaping and other improvements.

The term "Leases" as used herein means any oral or written agreement between Mortgagor and another person or entity to use or occupy all or any portion of the Mortgaged Property together with any guaranties or security for the obligations of any tenant, lessee, sublessee or other person or entity having the right to occupy, use or manage any part of such Mortgaged Property under a Lease. Each time Mortgagor enters a Lease, such Lease shall automatically become subject to this Agreement.

Mortgagor is the record owner of the land described above.

EXHIBIT "B" TO DEED OF TRUST,
SECURITY AGREEMENT AND ASSIGNMENT OF RENTS
FROM SHREEJI GRANBURY, INC.
TO AMERICAN STATE BANK

2429
VOL.

0121
PG.

Permitted Exceptions: The following items are Permitted Exceptions to the extent they are valid and subsisting and affect the Mortgaged Property:

1. Subject to restrictions, easements and rights-of-way of record or visible on the ground, if any, to the extent they are still in full force and effect;
2. Proportionately subject to all valid and properly recorded out-standing mineral and royalty interest, reservations and leases, if any, to the extent they are still in full force and effect;
3. Save and Except all valid and properly recorded outstanding oil, gas and other minerals (it being the intent to hereby create a lien on all oil, gas and other minerals owned by Grantor herein, as well as all interest of Grantor in any oil, gas and mineral leases).

FILED FOR RECORD
AT 11:10 A M.

SEP 22 2008

Sally Oubre
County Clerk, Hood County, TX

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under Federal Law.
STATE OF TEXAS
COUNTY OF HOOD
I hereby certify that this Instrument was filed on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY TEXAS, in the Volume and Page as shown hereon.



Sally Oubre
SALLY OUBRE, County Clerk
Hood County, Texas

Hood County Clerk
201 W Bridge Street
PO BOX 339
Granbury Texas, 76048
Phone: 817-579-3222

Document Number: 2010-0011804 -
Filed and Recorded - Real Records

RESOLUTIONS

Pages: 4


Recorded On: 10/19/2010 11:29 AM

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| Recorded On: | 10/19/2010 11:29 AM | Notes: |
| Document Number: | 2010-0011804 | |
| Receipt Number: | R105583 | |
| Amount: | \$24.00 | |
| Recorded By: | Virginia Chavero | |

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas


Sally Oubre
County Clerk
Hood County, Texas



Return To: Mail Back
BRADFORD L MOORE
ATTORNEY AT LAW
P O BOX 352
BROWNFIELD, TX 79316



CERTIFICATE OF CORPORATE RESOLUTION

DATE: August 19, 2010

CORPORATION: **SHREEJI GRANBURY, INC.**, a Texas corporation

DATE OF ADOPTION: August 18, 2010

The undersigned **BRAHESH PATEL**, president of the Corporation certifies the following facts:

1. The Corporation is organized and operating under the laws of Texas, is qualified to do business in Texas, and is in good standing.
2. No proceeding for forfeiture of the certificate of incorporation of the Corporation or for voluntary or involuntary dissolution of the Corporation is pending.
3. Neither the articles of incorporation nor the bylaws of the Corporation limit the power of the board of directors to pass the resolutions below.
4. The undersigned is authorized to make and sign this certificate.
5. The undersigned is familiar with the records and minutes of the proceedings of the board of directors of the Corporation, and the resolutions below are an accurate reproduction of the ones made in those proceedings. They have not been amended, modified, or rescinded and are now in full force and effect.
6. The resolutions below were duly adopted on the Date of Adoption. The meeting of the board of directors was called and held in accordance with law and the bylaws of the Corporation, and a quorum was present.

"**BE IT RESOLVED**, the President of the Corporation, or his successor in office, is authorized for, on behalf of, and in the name of the Corporation to convey the following described property to **DCNP INVESTMENT CORP** upon terms solely determined by the President. The property to be conveyed is described as follows, to-wit:

All of Lots 1 and 2 of Gibson Discount Center of Granbury, Inc. Subdivision, according to the replat thereof recorded in Slide B-108 of the Plat Records, Hood County, Texas, **SAVE AND EXCEPT** the following described tract:
A portion of Lot 2 of **GIBSON DISCOUNT CENTER OF GRANBURY, INC.**, **SUBDIVISION**, according to the replat thereof recorded in Slide B-108 of the Plat Records Hood County, Texas and being part of the **MILAM COUNTY SCHOOL LAND SURVEY**, Abstract No. 348, situated in Hood County, Texas and described by metes and bounds as follow:

The bearings and coordinate positions are per the Texas Coordinate System North Central Zone Nad 83 (1993), the lengths in this description are horizontal ground lengths, to convert ground lengths to grid lengths multiply by .999895806. All 5/8" capped irons set in this description are marked (BROOKES BAKER SURVEYORS).

BEGINNING at a 5/8" capped iron recovered for the southwest corner of said Lot 2 GIBSON DISCOUNT CENTER OF GRANBURY, INC., SUBDIVISION, and for the southeast corner of Lot 1 in Block 1, of BOLEN ADDITION, according to the plat thereof recorded in Slide B-140 of the said Plat Records, for the north line of South Meadow Drive.

THENCE North 30°29'04" West, along the west line of the said Lot 2 GIBSON DISCOUNT CENTER OF GRANBURY, INC., SUBDIVISION, and the east line of said Lot 1 in Block 1, BOLEN ADDITION, 351.09 feet to a 5/8" capped iron recovered.

THENCE North 58°19'20" East 388.22 feet to a 5/8" capped iron recovered.

THENCE South 82°59'42" East 30.01 feet to a 5/8" capped iron recovered in the proposed westerly line of Express Drive, and in a curve to the left having a radius of 130.00 feet.

THENCE southerly, along the arc of said curve to the left, and the said proposed westerly line of Express Drive, an arc length of 34.49 feet to a 5/8" capped iron recovered at its end. The long chord of said 34.49 feet arc is south 00°36'00" east 34.39 feet.

THENCE South 08°11'40" East, continuing along the said proposed westerly line of Express Drive, 218.55 feet to a 5/8" capped iron recovered at the beginning of a curve to the left having a radius of 130.00 feet.

THENCE southerly, along the arc of said curve to the left, and along the said proposed westerly line of Express Drive an arc length of 59.47 feet to a 5/8" capped iron recovered at its end. The long chord of said 59.47 feet arc is South 21°18'18" East 58.96 feet.

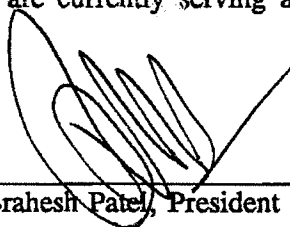
THENCE South 34°24'15" East, continuing along the said proposed westerly line of Express Drive, 44.41 feet to a 5/8" capped iron recovered in the south line of said Lot 2, and the north line of South Meadow Drive.

THENCE South 58°19'20" West, along the said south line of Lot 2, and the north line of said South Meadow Drive, 305.60 feet to the place of beginning and containing 2.786 acres.

RESOLVED FURTHER, that the president of the Corporation is authorized to execute and deliver, on behalf of and in the name of the Corporation, Warranty Deed and any other agreements, documents, or instruments, and to take or cause to be taken any action necessary or appropriate in connection with the proposed transfer to accomplish the purposes of these resolutions, in the form and with the provisions that the officers may deem proper. The necessary and usual expenses are authorized to be paid in connection with the transfer.

RESOLVED FURTHER, that the Corporation confirms and ratifies all actions previously taken by any officer or other representative of the Corporation with respect to the sale of the above described property and all documents executed in connection with said sale.

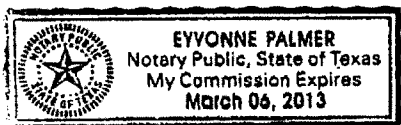
7. Brahesh Patel is the individual who are currently serving as the President of the Corporation.



Brahesh Patel, President

THE STATE OF TEXAS §

COUNTY OF TERRY §

This instrument was acknowledged before me on the 14th day of October 2010, by BRAHESH PATEL, President of SHREEJI GRANBURY, INC., a Texas corporation, on behalf of said corporation.




Notary Public, State of Texas

Att:
BRADFORD L. MOORE
ATTORNEY AT LAW
P.O. Box 508 WEST BROADWAY 352
BROWNFIELD, TEXAS 79316

Hood County Clerk
201 W Bridge Street
PO BOX 339
Granbury Texas, 76048
Phone: 817-579-3222

Document Number: 2012-0006268 -
Filed and Recorded - Real Records

DEED OF TRUST

Grantor: SHREEJI GRANBURY INC

Pages: 8

Recorded On: 06/14/2012 10:22 AM

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| | | |
|-------------------------|---------------------|-----------------------------------|
| Recorded On: | 06/14/2012 10:22 AM | Notes: |
| Document Number: | 2012-0006268 | |
| Receipt Number: | R126678 | |
| Amount: | \$40.00 | |
| Recorded By: | Kristi Jackson | |

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**I hereby certify that this instrument was filed and duly
recorded in the Official Records of Hood County, Texas**



Mary Burnett
County Clerk
Hood County, Texas



Return To: Mail Back

JAMES L STEVENS
PO BOX 2547
LUBBOCK, TX 79408



Return to: James L. Stevens, P.O. Box 2547, Lubbock, Texas 79408

(HOOD COUNTY)

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

Date: April 6, 2012

Grantor: SHREEJI GRANBURY, INC., and
DCNP INVESTMENT CORP.
Grantor's Mailing Address (including county): 321 Lubbock Road
Brownfield, Terry County, Texas 79316

Trustee: W. R. COLLIER
Trustee's Mailing Address (including county): P.O. Box 1401, Lubbock,
Lubbock County, Texas 79408-1401

Lender: AMERICAN STATE BANK
Lender's Mailing Address (including county): P.O. Box 1401, Lubbock,
Lubbock County, Texas 79408-1401

Note 1

Date: May 14, 2008
Original Amount: \$3,858,865.00 Promissory Note
Maker: Shree Kisna Glen Rose, Inc.
Payee: American State Bank
Modified Date of Maturity: April 6, 2017

Note 2

Date: May 22, 2008
Original Amount: \$25,000 Promissory Note
Maker: Shree Kisna Glen Rose, Inc.
Payee: American State Bank
Modified Date of Maturity: April 6, 2017

Note 1 and Note 2 are hereafter collectively referred to as "Note".

Property (including any improvements):

All of Lots One (1) and Two (2) of Gibson Discount Center of Granbury, Inc. Subdivision, according to the replat thereof recorded in Slide B-108 of the Plat Records, Hood County, Texas;

together with all rights, privileges and appurtenances pertaining thereto and improvements located thereon, including, but not limited to, all right, title, and interest of Grantor in and to adjacent roads, right-of-ways, alley, drainage facilities, easements and utility facilities, strips and gores between the described Property and abutting properties and all permits, authorities, licenses, consents, and bonds, if any.

Prior Lien(s) (including recording information): Note secured by Deed of Trust recorded in Volume 2429, Page 102, Official public Records of Hood County, Texas.

Other Exceptions to Conveyance and Warranty:

Subject to restrictions, easements and rights-of-way of record or visible on the ground, if any, to the extent they are still in full force and effect;

Proportionately subject to all valid and properly recorded outstanding mineral and royalty interest, reservations and leases, if any, to the extent they are still in full force and effect;

Save and Except all valid and properly recorded outstanding oil, gas and other minerals (it being the intent to hereby create a lien on all oil, gas and other minerals owned by Grantor herein, as well as all interest of Grantor in any oil, gas and mineral leases).

Conveyance and Warranty: For value received and to secure payment of the Note, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. If this Deed of Trust secures the payment of future indebtedness, the fact of repayment of all indebtedness to Lender shall not terminate this deed of trust unless the same is released by Lender at the request of Grantor. If this deed of trust does not secure the payment of future indebtedness, on payment of the Note and all other amounts secured by this deed of trust and performance by Grantor of all other covenants continued herein or in the Note, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

Clauses and Covenants

A. Grantor's Obligations

Grantor agrees to—

1. keep the Property in good repair and condition;
2. pay all taxes and assessments on the Property before delinquency;
3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Lender, an insurance policy that—
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Lender approves a smaller amount in writing;
 - b. contains an 80 percent coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Lender with a standard mortgage clause;
 - e. provides flood insurance at any time the Property is in a flood hazard area; and
 - f. contains such other coverage as Lender may reasonably require;
5. comply at all times with the requirements of the 80 percent coinsurance clause;
6. deliver the insurance policy to Lender within ten days of the date of the deed of trust and deliver renewals to Lender at least fifteen days before expiration;
7. obey all laws, ordinances, and restrictive covenants applicable to the Property;
8. keep any buildings occupied as required by the insurance policy; and
9. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes when and as due, and abide by or cause to be abided by all prior deeds of trust and other loan documents.
10. Except for Exceptions to Conveyance and Warranty listed above, without the prior written consent of Lender, Grantor shall not mortgage, pledge, assign or otherwise encumber any of the Property or permit the Property to be encumbered, regardless of whether the lien or encumbrance is senior, junior, inferior or subordinate to the mortgage created hereby, and any such action by Grantor shall be of no force or effect against Lender and shall constitute an element of default hereunder. Grantor shall preserve the lien priority as it is established in this Deed of Trust, and if this is not a first and prior lien, Grantor will abide by all

prior lien provisions. The lien secured by this Deed of Trust shall remain superior to liens later created even if indebtedness is subsequently incurred, the indebtedness is renewed or extended, or a portion of the Property is released.

Grantor shall immediately deliver to Lender all correspondences related to any prior liens, including any notices of default, and any correspondences related to possible foreclosures. Lender has the right to cure any default(s) of prior liens and all amounts paid to cure the default(s), together with expenses incurred by reason thereof, shall be indebtedness secured by this Deed of Trust.

11. observe and perform all covenants, terms and duties of Grantor under this deed of trust and any other security agreement, deed of trust, loan agreement and/or other loan documents related to or given in connection with the indebtedness hereby secured.
12. Should the Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

B. Lender's Rights

1. Lender may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the Note are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
3. Lender may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the insurance proceeds available to Grantor for repairs.
4. Notwithstanding note terms to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor under the Note or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender under the Note, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
6. If there is a default on the Note or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—
 - a. declare the unpaid principal balance and earned interest on the Note immediately due;
 - b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
 - c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.
7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will—

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or

warranty, express or implied, by Trustee;

3. from the proceeds of the sale, pay, in this order—
 - a. expenses of foreclosure, including a reasonable commission to Trustee;
 - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance; and
4. be indemnified by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any trustee's deed conveying the Property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien will remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.
5. If any portion of the Note cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
6. Grantor assigns to Lender all amounts payable to or received by Borrower from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Note. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default under the Note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the Note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations under the Note and this deed of trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

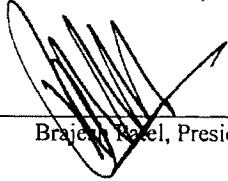
9. In no event may this deed of trust secure payment of any debt subject to chapters 342, 343, 345, or 346 of the Texas Finance Code or create a lien otherwise prohibited by law.
10. When the context requires, singular nouns and pronouns include the plural.
11. The term *Note* includes all extensions and renewals of the Note and all amounts secured by this deed of trust.
12. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
13. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.
14. Grantor and each surety, endorser, and guarantor of the Note waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.
15. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust.
16. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
17. Consent by the holder of said Note must first be obtained in writing before: (1) the Property conveyed herein may be sold, leased, transferred, or encumbered, in whole or in part, (2) the indebtedness herein secured may be assumed in whole or in part, or (3) if Grantor or maker is a corporation, limited liability company, partnership or other entity, a sale, transfer, dissolution, reorganization, merger, consolidation or other change in the equity ownership of said entity. Consent will not be unreasonably withheld. If such prior written consent is not given, the holder of the Note at its option may mature and accelerate the entire indebtedness.
18. Grantor represents and warrants that the Property never has been, and never will be, so long as this deed of trust remains a lien on the Property, used for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance, as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules or regulations adopted pursuant to any of the foregoing. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this deed of trust. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this deed of trust.

Further, Lender shall have the right, but not the obligation, at any time and from time to time to take such action as it deems necessary or advisable to identify, clean up, remove, resolve or otherwise deal with Hazardous Materials Contamination and other environmental matters of Grantor. All costs and expenses incurred by Lender related to such actions (including the costs of environmental audits and reports) shall be payable to Lender upon demand and shall be a part of the indebtedness secured by this deed of trust.
19. Grantor agrees to furnish to Lender, on or before January 20th of each year during the term of the Note hereby secured, evidence (tax certificates or paid tax receipts) satisfactory to Lender that all taxes and assessments on the Property have been paid when due.
20. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.
21. **Waiver of Right to Trial by Jury.** Grantor, each Guarantor and Lender hereby agree not to elect a trial by jury of any issue triable of right by jury, and waive any right to trial by jury fully to extent that any such right shall now or hereafter exist with regard to this Deed of Trust and any other loan documents, or any claim, counterclaim or other action arising in connection therewith. This waiver of right to trial by jury is given knowingly and voluntarily by Grantor, each Guarantor and Lender, and is intended to encompass individually each instance and each issue as to which

the right to a trial by jury would otherwise accrue. Each of Lender, each Guarantor and Grantor is hereby authorized to file a copy of this paragraph in any proceeding as conclusive evidence of this waiver by Grantor, each Guarantor and Lender.

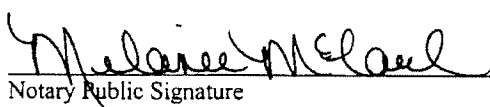
22. Grantor represents that this deed of trust and the Note are given for the following purposes: As collateral to secure funds advanced by Lender to Borrower.

SHREEJI GRANBURY, INC.

By:  _____
Brajesh Patel, President

THE STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 21st day of ^{May}~~April~~, 2012, by Brajesh Patel, President of SHREEJI GRANBURY, INC., a Texas corporation, on behalf of said corporation.

 _____
Notary Public Signature



DCNP INVESTMENT CORP.

By: *DP*
Dilip Patel, President

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ORANGE

On ~~April~~ ^{May} 7, 2012, before me, KYONG HUN KIM, Notary Public, personally appeared Dilip Patel, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kyong Hun Kim
Notary Public



HOOD CENTRAL APPRAISAL DISTRICT

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Information Updated 7/28/2020

Property ID: R000102332 Geo ID: 17027.000.0002.1

**** PROPERTY ALERT ** 2020 value(s) are preliminary and not certified.**

Property Details

Ownership

Available Actions

DCNP INVESTMENT CORP

321 LUBBOCK RD
BROWNFIELD, TX 79316

Ownership Interest: 1.0000000

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 5.617, Lot: PT 2, Subd: GIBSON DISCOUNT CENTER OF GRANBURY

Situs: MEADOWS 1641 S

Property Valuation History

| Values by Year | | 2020 | 2019 | 2018 | 2017 | 2016 | n/a |
|-----------------------|----------|--------------------|--------------------|--------------------|--------------------|--------------------|------------|
| Improvements | + | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Land | + | \$1,712,740 | \$1,712,740 | \$1,712,740 | \$1,712,740 | \$1,712,740 | \$0 |
| Production Market | + | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Personal | + | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Mineral | + | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Market | = | \$1,712,740 | \$1,712,740 | \$1,712,740 | \$1,712,740 | \$1,712,740 | \$0 |
| Agricultural Loss | - | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Homestead Cap Loss | - | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Assessed | = | \$1,712,740 | \$1,712,740 | \$1,712,740 | \$1,712,740 | \$1,712,740 | \$0 |

Improvement / Buildings Improvement Value: \$0

| Group Sequence | Code | Building Description | Year Built | Square Footage | Perimeter Footage |
|----------------|------|----------------------|------------|----------------|-------------------|
|----------------|------|----------------------|------------|----------------|-------------------|

Land Details Market Value: \$1,712,740 Production Market Value: \$0 Production Value: \$0

| Land Code | Acres | Sq. Ft. | Front Ft. | Rear Ft. | Depth | Mkt. Value | Prd. Value |
|-----------|-------|---------|-----------|----------|-------|------------|------------|
| 7.00 | 5.617 | 244,677 | 0 | 0 | | 1,712,739 | 0 |

Deed History

| Sold By | Volume | Page | Deed Date | Instrument |
|----------------------|--------|------|------------|--------------|
| SHREEJI GRANBURY INC | | | 10/19/2010 | 2010-0011803 |

Property Tax Estimation by Entity / Jurisdiction

| Code | Description | Taxable Value | Tax Rate per \$100 | Tax Factor applied to Taxable Value | Estimated Tax |
|-------------------------|-----------------|---------------|--------------------|-------------------------------------|--------------------|
| GR | GRANBURY CITY | 1,712,740 | \$0.399385 | 0.00399385 | \$6,840.43 |
| HOD | HOOD COUNTY | 1,712,740 | \$0.377793 | 0.00377793 | \$6,470.61 |
| LIB | LIBRARY | 1,712,740 | \$0.010444 | 0.00010444 | \$178.88 |
| LTR | LATERAL ROAD | 1,712,740 | \$0.039781 | 0.00039781 | \$681.35 |
| SGR | GRANBURY I.S.D. | 1,712,740 | \$1.125 | 0.01125 | \$19,268.32 |
| Total Estimation | | | \$1.952403 | 0.01952403 | \$33,439.59 |

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[Click here to view actual Property Tax Bill.](#)

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HOOD CENTRAL APPRAISAL DISTRICT

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Information Updated 7/28/2020

Property ID: R000092764 Geo ID: 17027.000.0002.0

**** PROPERTY ALERT ** 2020 value(s) are preliminary and not certified.**

Property Details

Ownership

Available Actions

SHREEJI GRANBURY INC

321 LUBBOCK RD
BROWNFIELD, TX 79316

Ownership Interest: 1.0000000

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 2.786, Lot: PT 2, Subd: GIBSON DISCOUNT CENTER OF GRANBURY

Situs: MEADOWS 1641 S

Property Valuation History

| Values by Year | | 2020 | 2019 | 2018 | 2017 | 2016 | n/a |
|--------------------|---|-----------|-----------|-----------|-----------|-----------|-----|
| Improvements | + | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Land | + | \$242,720 | \$242,720 | \$242,720 | \$242,720 | \$242,720 | \$0 |
| Production Market | + | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Personal | + | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Mineral | + | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Market | = | \$242,720 | \$242,720 | \$242,720 | \$242,720 | \$242,720 | \$0 |
| Agricultural Loss | - | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Homestead Cap Loss | - | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Assessed | = | \$242,720 | \$242,720 | \$242,720 | \$242,720 | \$242,720 | \$0 |

Improvement / Buildings Improvement Value: \$0

| Group Sequence | Code | Building Description | Year Built | Square Footage | Perimeter Footage |
|----------------|------|----------------------|------------|----------------|-------------------|
|----------------|------|----------------------|------------|----------------|-------------------|

Land Details Market Value: \$242,720 Production Market Value: \$0 Production Value: \$0

| Land Code | Acres | Sq. Ft. | Front Ft. | Rear Ft. | Depth | Mkt. Value | Prd. Value |
|-----------|-------|---------|-----------|----------|-------|------------|------------|
| 2.00 | 2.786 | 121,358 | 0 | 0 | | 242,716 | 0 |

Deed History

| Sold By | Volume | Page | Deed Date | Instrument |
|----------------------------------|--------|-------|-----------|------------|
| PATEL B J & DILLIP | 02429 | 00100 | 9/22/2008 | WD |
| J M DECKER RANCH INVESTMENTS LLC | 02385 | 00343 | 3/25/2008 | GWD |
| GIBSON DISCOUNT CENTER OF GRAN | 01810 | 00790 | 3/4/2002 | |
| n/a | | | 6/22/2000 | |

Property Tax Estimation by Entity / Jurisdiction

| Code | Description | Taxable Value | Tax Rate per \$100 | Tax Factor applied to Taxable Value | Estimated Tax |
|-------------------------|-----------------|---------------|--------------------|-------------------------------------|-------------------|
| GR | GRANBURY CITY | 242,720 | \$0.399385 | 0.00399385 | \$969.39 |
| HOD | HOOD COUNTY | 242,720 | \$0.377793 | 0.00377793 | \$916.98 |
| LIB | LIBRARY | 242,720 | \$0.010444 | 0.00010444 | \$25.35 |
| LTR | LATERAL ROAD | 242,720 | \$0.039781 | 0.00039781 | \$96.56 |
| SGR | GRANBURY I.S.D. | 242,720 | \$1.125 | 0.01125 | \$2,730.60 |
| Total Estimation | | | \$1.952403 | 0.01952403 | \$4,738.88 |

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**Hood County Clerk
201 W Bridge Street
PO BOX 339
Granbury Texas, 76048
Phone: 817-579-3222**

Document Number: 2010-0011803 -
Filed and Recorded - Real Records

DEED RECORDS

Pages: 3


Recorded On: 10/19/2010 11:29 AM

**This page is a permanent part of the document.
Do Not Destroy**

| | |
|---|---------------|
| Recorded On: 10/19/2010 11:29 AM | Notes: |
| Document Number: 2010-0011803 | |
| Receipt Number: R105583 | |
| Amount: \$20.00 | |
| Recorded By: Virginia Chavero | |

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

I hereby certify that this instrument was filed and duly recorded in the Official Records of Hood County, Texas


Sally Oubre
County Clerk
Hood County, Texas



Return To: Mail Back
BRADFORD L MOORE
ATTORNEY AT LAW
P O BOX 352
BROWNFIELD, TX 79316



WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any 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.

DATE: August 19, 2010

GRANTOR: SHREEJI GRANBURY, INC., a Texas corporation

GRANTOR'S MAILING ADDRESS: 321 Lubbock Road, Brownfield, Terry County, Texas 79316

GRANTEE: DCNP INVESTMENT CORP, a Texas corporation

GRANTEE'S MAILING ADDRESS: 321 Lubbock Road, Brownfield, Terry County, Texas 79316

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

PROPERTY: All of Lots 1 and 2 of Gibson Discount Center of Granbury, Inc. Subdivision, according to the replat thereof recorded in Slide B-108 of the Plat Records, Hood County, Texas, SAVE AND EXCEPT the following described tract:

A portion of Lot 2 of GIBSON DISCOUNT CENTER OF GRANBURY, INC., SUBDIVISION, according to the replat thereof recorded in Slide B-108 of the Plat Records Hood County, Texas and being part of the MILAM COUNTY SCHOOL LAND SURVEY, Abstract No. 348, situated in Hood County, Texas and described by metes and bounds as follow:

The bearings and coordinate positions are per the Texas Coordinate System North Central Zone Nad 83 (1993), the lengths in this description are horizontal ground lengths, to convert ground lengths to grid lengths multiply by .999895806. All 5/8" capped irons set in this description are marked (BROOKES BAKER SURVEYORS).

BEGINNING at a 5/8" capped iron recovered for the southwest corner of said Lot 2 GIBSON DISCOUNT CENTER OF GRANBURY, INC., SUBDIVISION, and for the southeast corner of Lot 1 in Block 1, of BOLEN ADDITION, according to the plat thereof recorded in Slide B-140 of the said Plat Records, for the north line of South Meadow Drive.

THENCE North 30°29'04" West, along the west line of the said Lot 2 GIBSON DISCOUNT CENTER OF GRANBURY, INC., SUBDIVISION, and the east line of said Lot 1 in Block 1, BOLEN ADDITION, 351.09 feet to a 5/8" capped iron recovered.

THENCE North 58°19'20" East 388.22 feet to a 5/8" capped iron recovered.

THENCE South 82°59'42" East 30.01 feet to a 5/8" capped iron recovered in the proposed westerly line of Express Drive, and in a curve to the left having a radius of 130.00 feet.

THENCE southerly, along the arc of said curve to the left, and the said proposed westerly line of Express Drive, an arc length of 34.49 feet to a 5/8" capped iron recovered at its end. The long chord of said 34.49 feet arc is south 00°36'00" east 34.39 feet.

THENCE South 08°11'40" East, continuing along the said proposed westerly line of Express Drive, 218.55 feet to a 5/8" capped iron recovered at the beginning of a curve to the left having a radius of 130.00 feet.

THENCE southerly, along the arc of said curve to the left, and along the said proposed westerly line of Express Drive an arc length of 59.47 feet to a 5/8" capped iron recovered at its end. The long chord of said 59.47 feet arc is South 21°18'18" East 58.96 feet.

THENCE South 34°24'15" East, continuing along the said proposed westerly line of Express Drive, 44.41 feet to a 5/8" capped iron recovered in the south line of said Lot 2, and the north line of South Meadow Drive.

THENCE South 58°19'20" West, along the said south line of Lot 2, and the north line of said South Meadow Drive, 305.60 feet to the place of beginning and containing 2.786 acres.

RESERVATIONS FROM CONVEYANCE: None

EXCEPTIONS TO CONVEYANCE AND WARRANTY: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, and mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2010, which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership or both, the payment of which Grantee assumes.

Grantor, for the consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, GRANTS, SELLS, and CONVEYS to Grantee the property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee, Grantee's heirs, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

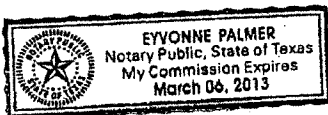
SHREEJI GRANBURY, INC., a Texas corporation

BY: 
Brahesh Patel, its President

THE STATE OF TEXAS §

COUNTY OF TERRY §


This instrument was acknowledged before me on the 14th day of OCTOBER, 2010, by SHREEJI GRANBURY, INC., a Texas corporation, by Brahesh Patel, its President, on behalf of said corporation.




Notary Public, State of Texas

BRADFORD L. MOORE
ATTORNEY AT LAW
P.O. Box 352
508 WEST BROADWAY
BROWNFIELD, TEXAS 79316

HOOD CENTRAL APPRAISAL DISTRICT

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Information Updated 7/28/2020

Property ID: R000099268 Geo ID: 20348.001.6240.0

**** PROPERTY ALERT ** 2020 value(s) are preliminary and not certified.**

Property Details

Ownership

Available Actions

PATEL BJ AND PATEL PILIP

321 LUBBOCK RD
BROWNFIELD, TX 79316

Ownership Interest: 1.0000000

0073

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 0.162, Abst: MILAM CO - ABST 348

Situs: MEADOWS 1300 N

Property Valuation History

| Values by Year | | 2020 | 2019 | 2018 | 2017 | 2016 | n/a |
|--------------------|---|----------|----------|----------|----------|----------|-----|
| Improvements | + | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Land | + | \$35,290 | \$35,290 | \$35,290 | \$35,290 | \$35,290 | \$0 |
| Production Market | + | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Personal | + | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Mineral | + | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Market | = | \$35,290 | \$35,290 | \$35,290 | \$35,290 | \$35,290 | \$0 |
| Agricultural Loss | - | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Homestead Cap Loss | - | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Assessed | = | \$35,290 | \$35,290 | \$35,290 | \$35,290 | \$35,290 | \$0 |

Improvement / Buildings Improvement Value: \$0

| Group Sequence | Code | Building Description | Year Built | Square Footage | Perimeter Footage |
|----------------|------|----------------------|------------|----------------|-------------------|
|----------------|------|----------------------|------------|----------------|-------------------|

Land Details Market Value: \$35,290 Production Market Value: \$0 Production Value: \$0

| Land Code | Acres | Sq. Ft. | Front Ft. | Rear Ft. | Depth | Mkt. Value | Prd. Value |
|-----------|-------|---------|-----------|----------|-------|------------|------------|
| 5.00 | 0.162 | 7,057 | 0 | 0 | | 35,285 | 0 |

Deed History

| Sold By | Volume | Page | Deed Date | Instrument |
|----------------------------------|--------|-------|-----------|------------|
| J M DECKER RANCH INVESTMENTS LLC | 02439 | 00391 | 11/7/2008 | GWD |
| HERITAGE NATIONAL BANK | 02122 | 00238 | 8/1/2005 | |


Property Tax Estimation by Entity / Jurisdiction

| Code | Description | Taxable Value | Tax Rate per \$100 | Tax Factor applied to Taxable Value | Estimated Tax |
|-------------------------|-----------------|---------------|--------------------|-------------------------------------|-----------------|
| GR | GRANBURY CITY | 35,290 | \$0.399385 | 0.00399385 | \$140.94 |
| HOD | HOOD COUNTY | 35,290 | \$0.377793 | 0.00377793 | \$133.32 |
| LIB | LIBRARY | 35,290 | \$0.010444 | 0.00010444 | \$3.69 |
| LTR | LATERAL ROAD | 35,290 | \$0.039781 | 0.00039781 | \$14.04 |
| SGR | GRANBURY I.S.D. | 35,290 | \$1.125 | 0.01125 | \$397.01 |
| Total Estimation | | | \$1.952403 | 0.01952403 | \$689.00 |

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Information Updated 7/28/2020

Property ID: R000043147 Geo ID: 20348.000.0090.0

**** PROPERTY ALERT ** 2020 value(s) are preliminary and not certified.**

Property Details

Ownership

Available Actions

PATEL BJ AND PATEL PILIP

321 LUBBOCK RD
BROWNFIELD, TX 79316

Ownership Interest: 1.0000000

0060

Qualified Exemptions

Not Applicable

Legal Information

Legal: Acres: 2.026, Abst: MILAM CO - ABST 348

Situs: MORGAN 1418 S

Property Valuation History

| Values by Year | | 2020 | 2019 | 2018 | 2017 | 2016 | n/a |
|--------------------|---|-----------|-----------|-----------|-----------|-----------|-----|
| Improvements | + | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Land | + | \$176,510 | \$176,510 | \$176,510 | \$176,510 | \$176,510 | \$0 |
| Production Market | + | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Personal | + | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Mineral | + | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Market | = | \$176,510 | \$176,510 | \$176,510 | \$176,510 | \$176,510 | \$0 |
| Agricultural Loss | - | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Homestead Cap Loss | - | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Assessed | = | \$176,510 | \$176,510 | \$176,510 | \$176,510 | \$176,510 | \$0 |

Improvement / Buildings Improvement Value: \$0

| Group Sequence | Code | Building Description | Year Built | Square Footage | Perimeter Footage |
|----------------|------|----------------------|------------|----------------|-------------------|
|----------------|------|----------------------|------------|----------------|-------------------|

Land Details Market Value: \$176,510 Production Market Value: \$0 Production Value: \$0

| Land Code | Acres | Sq. Ft. | Front Ft. | Rear Ft. | Depth | Mkt. Value | Prd. Value |
|-----------|-------|---------|-----------|----------|-------|------------|------------|
| 2.00 | 2.026 | 88,253 | 0 | 0 | | 176,506 | 0 |

Deed History

| Sold By | Volume | Page | Deed Date | Instrument |
|--------------------------------------|--------|-------|-----------|------------|
| J M DECKER RANCH INVESTMENTS LLC | 02439 | 00391 | 11/7/2008 | GWD |
| ARMSTRONG DAVID W & ARMSTRONG ROBERT | 02067 | 00925 | 1/5/2005 | |
| ARMSTRONG BILLIE | 01646 | 00476 | 7/29/1999 | |
| ARMSTRONG SAMMY R | 01646 | 00465 | 6/29/1999 | |
| ARMSTRONG VIRGIL | 00217 | 00441 | 3/1/1974 | |

Property Tax Estimation by Entity / Jurisdiction

| Code | Description | Taxable Value | Tax Rate per \$100 | Tax Factor applied to Taxable Value | Estimated Tax |
|-------------------------|-----------------|---------------|--------------------|-------------------------------------|-------------------|
| GR | GRANBURY CITY | 176,510 | \$0.399385 | 0.00399385 | \$704.95 |
| HOD | HOOD COUNTY | 176,510 | \$0.377793 | 0.00377793 | \$666.84 |
| LIB | LIBRARY | 176,510 | \$0.010444 | 0.00010444 | \$18.43 |
| LTR | LATERAL ROAD | 176,510 | \$0.039781 | 0.00039781 | \$70.22 |
| SGR | GRANBURY I.S.D. | 176,510 | \$1.125 | 0.01125 | \$1,985.74 |
| Total Estimation | | | \$1.952403 | 0.01952403 | \$3,446.18 |

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17826

2439

0391

VOL.

PG.

Sendera Title GF# 0811049-FCNJ

GENERAL WARRANTY DEED

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.

Date: October 17, 2008

Grantor: J M Decker Ranch Investments, LLC, a Texas limited liability company

Grantor's Mailing Address: 425 Crestwood Drive
Fort Worth, Tarrant County, Texas 76107

Grantee: BJ Patel and Pilip Patel

Grantee's Mailing Address: 321 Lubbock Road
Brownfield, Terry County, Texas 79316

Consideration: Cash and other good and valuable consideration.

Property (including any improvements): As described in EXHIBIT "A", attached hereto and incorporated by reference herein for all purposes.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: As described in EXHIBIT "B", attached hereto and incorporated by reference herein for all purposes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

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Grantor:

J M Decker Ranch Investments, LLC, a
Texas limited liability company

By: 
Name: John Merrick Decker, Manager

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on November 4 2008,
by John Merrick Decker, Manager of J M Decker Ranch Investments, LLC, a Texas limited
liability company, on behalf of said limited liability company.


Notary Public, State of Texas



AFTER RECORDING RETURN TO:

BJ Patel and Philip Patel
321 Lubbock Road
Brownfield, Texas 79316

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EXHIBIT "A"

TRACT I:

BEING part of the MILAM COUNTY SCHOOL LAND SURVEY, Abstract No. 348 situated in Hood County, Texas, and embracing the 2 acre tract described in the deed to David Wayne Armstrong and Robert Erwin Armstrong recorded in Volume 1646, Page 476, of the Real Records of Hood County, Texas and described by metes and bounds as follows:

The bearings and coordinate positions are per the Texas Coordinate System North Central Zone Nad 83 (1993) the lengths in this description are horizontal ground lengths, to convert ground lengths to grid lengths multiply by .999895806. All 5/8" capped irons set in this description are marked Brookes Baker Surveyors.

BEGINNING at a brass disk in concrete found for the southwest corner of the 4-789/1000 acre tract described in the deed to the State of Texas recorded in Volume 133, Page 32 of the Deed Records of Hood County, Texas, and for the southeast corner of the said 2 acres tract, in the north line of Lot 2 GIBSON DISCOUNT CENTER OF GRANBURY, INC, SUBDIVISION, according to the re-plat of GIBSON DISCOUNT CENTER OF GRANBURY, INC , recorded in Slide B-108 of the Plat Records of Hood County, Texas, having a coordinate value of X= 2,185,914 714 feet and Y= 6,839,450 104 feet;

THENCE South 58 degrees-19 minutes-17 seconds West, along the north line of said Lot 2, and the south line of the said 2 acres tract, 363-66/100 feet to a 5/8" capped iron set for the southwest corner of the said 2 acres tract;

THENCE North 29 degrees-51 minutes-32 seconds West, along the west line of the said 2 acre tract 220-41/100 feet to a 5/8" capped iron found for the southwest corner of Lot 8 in Block 2 of LAKE FOREST, an addition to the City of Granbury, according to the plat thereof recorded in Slide B-154 of the Plat Records of Hood County, Texas;

THENCE North 58 degrees-52 minutes-49 seconds East, along the south line of said Block 2, 444-67/100 feet to a 5/8" capped iron recovered for the southeast corner of Lot 1 in said Block 2, LAKE FOREST, and in the west line of the said 4-789/1000 acres tract;

THENCE South 09 degrees-30 minutes-39 seconds East, along the west line of the said 4-789/1000 acres tract, for the east line of the said 2 acres tract. 233-20/100 feet to the PLACE OF BEGINNING and containing 2-026/1000 acres.

TRACT II:

BEING a part of the MILAM COUNTY SCHOOL LAND SURVEY, Abstract No. 348 situated in Hood County, Texas; embracing a part of the 49-32/100 acres tract described in the deed to Lake Granbury National Bank recorded in Volume 1324, Page 445 of the Real Records of Hood County, Texas and described by metes and bounds as follows:

BEGINNING at a ½" capped iron found for the northeast corner of Lot 2 Block 1 VOA ADDITION, an addition to the City of Granbury, Hood County, Texas according to the plat thereof recorded Slide B-357 of the Plat Records of Hood County, Texas in the south line of the tract described in the deed to L.G. Ingram recorded in Volume 1002, Page 457 of the said Real Records;

THENCE North 58 degrees-40 minutes-54 seconds East, along the south line of said L.G. Ingram tract, 50-06 /100 feet to a 3/8" iron found for the southeast corner of said L.G. Ingram tract in the west line of the 2-026/1000 acre tract described in the deed to JM Decker Ranch Investments, LLC recorded in Volume 2067, Page 925 of the said Real Records;

THENCE South 29 degrees-51 minutes-32 seconds East, along the west line of said 2-026/1000 acre tract, 19-97/100 feet to a 5/8" capped iron recovered for the southwest corner of said 2-026/1000 acre tract;

THENCE North 58 degrees-19 minutes-17 seconds East, along the south line of said 2-026/1000 acre tract, 20-38/100 feet to a 5/8" capped iron recovered for the northwest corner of Lot 2 GIBSON DISCOUNT CENTER OF GRANBURY, INC. SUBDIVISION, an addition to the City of Granbury, Hood County, Texas according to the plat thereof recorded in Slide B-108 of the said Plat Records;

THENCE South 30 degrees-29 minutes-04 seconds East, along the west line of said Lot 2 GIBSON DISCOUNT CENTER OF GRANBURY, INC SUBDIVISION, 88-22 /100 feet to the northeast corner of the 1 acre tract described in the deed to Willa Dean Long Trust recorded in Volume 1408, Page 779 of the said Real Records;

THENCE South 59 degrees-10 minutes-30 seconds West, along the north line of said 1 acre tract, 68-97 /100 feet to a ½" capped iron found for the most easterly southeast corner of said Lot 2, Block 1;

THENCE North 31 degrees-08 minutes-55 seconds West, along the most northerly east line of said Lot 2 Block 1, 107-46/100 feet to the PLACE OF BEGINNING and containing 7,095 square feet or 0-162/1000 of an acre of land.

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EXHIBIT "B"

1. Standby fees, taxes and assessments by any taxing authority for the year 2008, and subsequent years.
2. Easement dated July 24, 1929, executed by Lula Lowe to Lone Star Gas Company, recorded in Volume 69, Page 209, Deed Records, Hood County, Texas.
3. Easement for water line granted to the City of Granbury recorded in Volume 148, Page 413, Deed Records, Hood County, Texas. (Tract II)
4. Terms, conditions, provisions and stipulations contained in Replacement Access Easement dated June 22, 2005, executed by J M Decker Ranch Investments, LLC to L.G. Ingram and Carol Ingram, recorded in Volume 2116, Page 910, Real Records, Hood County, Texas.
5. Terms, conditions, provisions and stipulations contained in Replacement Access Easement dated June 23, 2005, executed by J M Decker Ranch Investments, LLC to Heritage National Bank f/k/a Lake Granbury National Bank, recorded in Volume 2116, Page 898, Real Records, Hood County, Texas.
6. Terms, conditions, provisions and stipulations contained in Replacement Access Easement dated July 5, 2005, executed by J M Decker Ranch Investments, LLC to Willa Deal Long, recorded in Volume 2117, Page 356, Real Records, Hood County, Texas.
7. Mineral and/or royalty interest, as described in Mineral Deed dated June 6, 1977, recorded in Volume 266, Page 731, Deed Records, Hood County, Texas.
8. Mineral reservation, as described in instrument recorded in Volume 1093, Page 594, Real Records, Hood County, Texas.
9. Terms, conditions and stipulations contained in Oil, Gas or Mineral Lease dated May 30, 1974, between E.B. Price and Alice Merrill Price, as Lessor and W.E. Pope, as Lessee, recorded in Volume 222, Page 139, Deed Records, Hood County, Texas.
10. Terms, conditions and stipulations contained in Oil, Gas or Mineral Lease dated May 28, 2008, between Carol M. Bowden, as Lessor and Hollis Sullivan, Chairman of Titan Operating, LLC, as Lessee, recorded in Volume 2404, Page 625, Real Records, Hood County, Texas.

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- 11. Terms, conditions and stipulations contained in Oil, Gas or Mineral Lease dated May 28, 2008, between William Michael Bowden, as Lessor and Hollis Sullivan, Chairman of Titan Operating, LLC, as Lessee, recorded in Volume 2404, Page 630, Real Records, Hood County, Texas.
- 12. Terms, conditions and stipulations contained in Oil, Gas or Mineral Lease dated May 28, 2008, between James Christian Bowden, as Lessor and Hollis Sullivan, Chairman of Titan Operating, LLC, as Lessee, recorded in Volume 2404, Page 635, Real Records, Hood County, Texas.
- 13. Terms, conditions and stipulations contained in Oil, Gas or Mineral Lease dated May 28, 2008, between Thomas Kevin Bowden, as Lessor and Hollis Sullivan, Chairman of Titan Operating, LLC, as Lessee, recorded in Volume 2404, Page 640, Real Records, Hood County, Texas.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under Federal Law.
 STATE OF TEXAS COUNTY OF HOOD
 I hereby certify that this Instrument was filed on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY TEXAS, in the Volume and Page as shown hereon.



Sally Oubre
 SALLY OUBRE, County Clerk
 Hood County, Texas

FILED FOR RECORD
 AT 1:55 P.M.

NOV 07 2008

Sally Oubre
 County Clerk, Hood County, TX

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Senders Title GF# 0811049-FCNJ

GENERAL WARRANTY DEED

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.

Date: October 17, 2008

Grantor: J M Decker Ranch Investments, LLC, a Texas limited liability company

Grantor's Mailing Address: 425 Crestwood Drive
Fort Worth, Tarrant County, Texas 76107

Grantee: BJ Patel and Pilip Patel

Grantee's Mailing Address: 321 Lubbock Road
Brownfield, Terry County, Texas 79316

Consideration: Cash and other good and valuable consideration.

Property (including any improvements): As described in EXHIBIT "A", attached hereto and incorporated by reference herein for all purposes.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: As described in EXHIBIT "B", attached hereto and incorporated by reference herein for all purposes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

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10. Terms, conditions and stipulations contained in Oil, Gas or Mineral Lease dated May 28, 2008, between Carol M. Bowden, as Lessor and Hollis Sullivan, Chairman of Titan Operating, LLC, as Lessee, recorded in Volume 2404, Page 625, Real Records, Hood County, Texas.

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Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under Federal Law.
STATE OF TEXAS COUNTY OF HOOD
I hereby certify that this instrument was filed on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY TEXAS, in the Volume and Page as shown hereon.

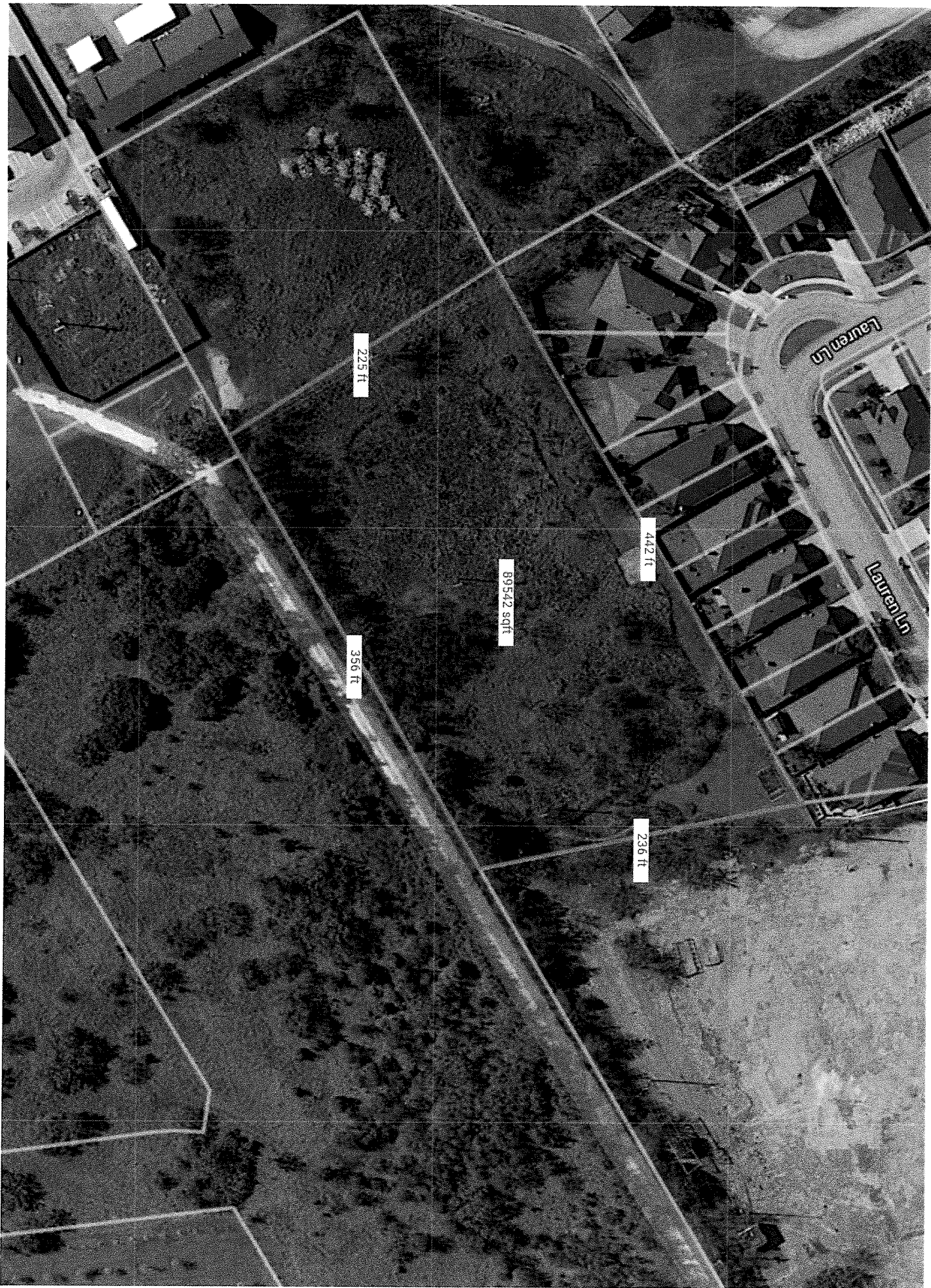


Sally Oubre
SALLY OUBRE, County Clerk
Hood County, Texas

FILED FOR RECORD
AT 1:55 P.M.

NOV 07 2008

Sally Oubre
County Clerk, Hood County, TX



225 ft

356 ft

895.42 sqft

442 ft

236 ft

Lauren Ln

Lauren Ln

