

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

DATE: August 8, 2019

NAME AND ADDRESS

OF PERSON SENDING THIS NOTICE: Kristi Hubnik
Classic Bank, N.A
P.O. Box 805
Cameron, Texas 76520

DEED OF TRUST

Date: November 7, 2013

Grantor: CTH, INC. f/k/a Central Texas Hospital

Original Beneficiary: CLASSIC BANK, N.A.

Original Trustee: RICHARD EARL WILLIAMS, JR.

Recorded In: VOLUME 1212, PAGE 671, OFFICIAL RECORDS, MILAM COUNTY, TEXAS.

Filed 9th day of August
in 2019, At 8:15 A.M.
JODI MORGAN
County Clerk, Milam County, Texas
By [Signature]
Deputy

PROPERTY:

(a) All that certain tract or parcel of land being situated in Milam County, Texas, being more fully described as follows:

Tract One: Being 11-1/2 acres, more or less, out of the D. Monroe Survey, A-38, City of Cameron, Texas, Milam County, Texas, more particularly described by metes and bounds on Exhibit "A" of the Deed of Trust attached hereto and made a part hereof for all purposes.

Tract Two: Being all that certain lot, tract or parcel of land, being located in the City of Cameron, Texas, Milam County, Texas, more particularly described by metes and bounds on Exhibit "B" of the Deed of Trust attached hereto and made a part hereof for all purposes.

SAVE and EXCEPT any portion of that 0.245 acres and 2.091 acres, more or less, out of the D. Monroe Survey, A-38, Milam County, Texas, more particularly described by metes and bounds on Exhibit "C" of the Deed of Trust attached hereto and made a part hereof for all purposes.

(b) All improvements upon the real property hereinabove described and hereafter placed thereon, and all fixtures, materials, equipment, apparatus, furniture, furnishings, building materials, supplies, and other property, real and personal, now or hereafter installed or used thereon or upon the improvements thereon, including, but not limited to, all heating, lighting, refrigerating, plumbing, ventilating, incinerating, water heating, cooling and air-conditioning equipment, fixtures and appurtenances, all engines and machinery, elevators, pumps, motors, window screens, window shades, venetian blinds, awnings, floor coverings, and shrubbery and other chattels and personal property used or furnished in connection with the operation, use, and enjoyment of such real property and the improvements thereon, and all renewals, replacements, and substitutions

therefor and additions thereto, all of which said property and fixtures shall be deemed to be a part of and affixed to the above described real property.

(c) All rents, revenues, profits, income, damages, awards, and proceeds from or attributable to all or any portion of the real property hereinabove described, the improvements hereinabove described, and any other property, both real and personal, hereinabove described.

(d) All documents, instruments, general intangibles, chattel paper, and accounts, whether now or hereafter existing, arising out of the sale or use of the hereinabove described properties, both real and personal, and all guarantees and suretyship agreements relating thereto and all security for payment thereof, now or hereafter existing or arising, and all proceeds from any such items enumerated in this clause (d).

(e) Each and every right, privilege, hereditament, and appurtenance in anywise incident or appertaining to the properties, both real and personal, described in this Section 2.1 in the Deed of Trust.

(f) All licenses, permits, warranties, and wastewater discharge capacity attributable or allocable to all or any portion of the real property hereinabove described, the improvements hereinabove described, and any other property, both real and personal, hereinabove described.

(g) Lease Agreement between C.T.H., Inc. and Little River Health Care - Central Texas, LLC, dated October 8, 2013.

(h) All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, and parts and tools. The property includes any equipment described in a list or schedule Grantor gives to Beneficiary, but such list is not necessary to create or perfect a valid security interest in all of Grantor's equipment.

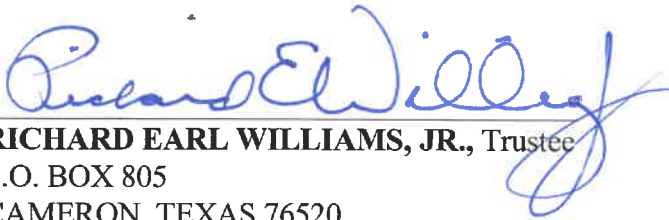
DATE OF SALE: First Tuesday of month: **September 3, 2019.** A public sale at auction will be held between 10:00 a.m. and 4:00 p.m. on such date.

The earliest time at which the sale will occur will be 10:00 a.m. The sale will begin not later than three hours after 10:00 a.m. on such date.

PLACE OF SALE: Milam County Courthouse, 107 West Main, Cameron, Texas 76520.

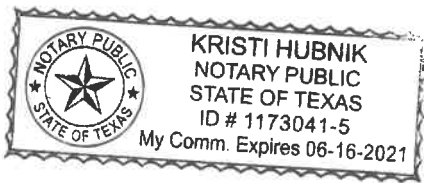
AMOUNT DUE: \$766,306.13 in principal and accrued and unpaid interest plus \$4,275.00 attorney's fees;

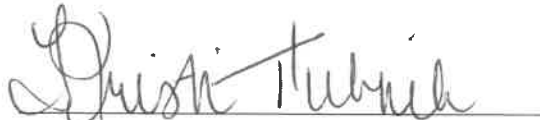
Because of default in the performance of the obligations of the Deed of Trust, Trustee will sell the property "AS IS" by public auction to the highest bidder for cash at the place and date specified to satisfy the debt secured by the Deed of Trust. The sale will begin at the earliest time stated above or within three hours after that time.


RICHARD EARL WILLIAMS, JR., Trustee
P.O. BOX 805
CAMERON, TEXAS 76520

THE STATE OF TEXAS §
 §
COUNTY OF MILAM §

This instrument was acknowledged before me on the 8th day of August, 2019 by the said **RICHARD EARL WILLIAMS, JR.**, Trustee.




Notary Public, State of TEXAS

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

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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 AND SECURITY AGREEMENT

STATE OF TEXAS)
COUNTY OF MILAM)

Preamble

This Deed of Trust and Security Agreement (hereinafter called "Deed of Trust"), executed by CTH, Inc. f/k/a Central Texas Hospital (hereinafter called "Grantor," whether one or more and jointly and severally if more than one), the mailing address of Grantor being set forth on the execution page hereof; to Richard Earl Williams, Jr. as Trustee, of Milam County, State of Texas, whose mailing address is P. O. Box 835, Cameron, Milam County, Texas 76520, and also to any substitute or successor Trustee as hereinafter provided (all of whom shall be included within the term "Trustee" as used hereinafter); for the use and benefit of Classic Bank, National Association, whose mailing address is P. O. Box 835, Cameron, Milam County, Texas 76520, and any subsequent holder of the Secured Obligations hereinafter set forth (all of whom shall be included within the term "Beneficiary" as used hereinafter), as beneficiary, assignee, and Secured Party, as more fully hereinafter set forth.

WITNESSETH:

ARTICLE I
SECURED OBLIGATIONS

1.1. This Deed of Trust is executed and delivered by Grantor to secure the payment and performance of certain indebtedness, liabilities and obligations owing and to become owing to or in favor of Beneficiary, as follows:

- (a) The indebtedness evidenced by that certain promissory note dated November 7, 2013, executed by Grantor, payable to the order of Beneficiary in the original principal amount of \$1,250,000.00, being payable in the amounts, at the interest rate, and on the dates stipulated therein, finally maturing as stated therein, bearing interest on past due amounts as provided therein, and containing provisions for the acceleration of maturity, at the option of the holder thereof, and for the payment of attorney's fees upon the occurrence of contingencies set forth therein;
- (b) Any and all amounts, liabilities, and obligations for which or for the performance of which Grantor may become indebted or obligated under the terms of this Deed of Trust;
- (c) Any sum or sums constituting other indebtedness (whether now existing or hereafter arising) of Grantor to Beneficiary which indebtedness may be evidenced in various manners (including, but not limited to, indebtedness evidenced by promissory note, loan agreement, deed of trust, mortgage, security agreement, open account, overdraft, surety, guaranty, and letter of credit), whether joint or several, direct or indirect, absolute or contingent, due or to become due, primary or secondary, howsoever evidenced or acquired, it being contemplated that Grantor may hereafter become so indebted to Beneficiary; and
- (d) Any and all renewals, rearrangements, and extensions of the foregoing items of indebtedness and obligations;

provided, however, that the enumeration of items of indebtedness set forth in paragraphs 1.1(c) and (d) above shall not include and there is expressly excepted therefrom any items of indebtedness owing or to become owing to the Beneficiary for which applicable law prohibits the taking of a lien upon real estate as security, including, but not limited to, items of indebtedness incurred pursuant to Chapter 4 or 15 of the Texas Credit Code.

1.2. Each and every item of indebtedness described and included in Section 1.1 above is intended to be fully secured by the liens, assignments, and security interests created under and by virtue of this Deed of Trust; and all such items so secured (now or hereafter existing) are hereinafter collectively called "Secured Obligations."

ARTICLE II

GRANT OF MORTGAGED PROPERTIES

2.1. For the purposes and trusts hereinafter set forth, and for TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid to Grantor, the receipt and sufficiency of which are hereby acknowledged, Grantor has GRANTED, SOLD, and CONVEYED, and by these presents do GRANT, SELL, and CONVEY, unto the Trustee, all the following described property, to-wit:

- (a) All that certain tract or parcel of land being situated in Milam County, Texas, being more fully described as follows:

Tract One: Being 11-1/2 acres, more or less, out of the D. Monroe Survey, A-38, City of Cameron, Texas, Milam County, Texas, more particularly described by metes and bounds on Exhibit "A" consisting of 1 page attached hereto and made a part hereof for all purposes.

Tract Two: Being all that certain lot, tract or parcel of land, being located in the City of Cameron, Texas, Milam County, Texas, more particularly described by metes and bounds on Exhibit "B" consisting of 1 page attached hereto a made a part hereof for all purposes.

SAVE and EXCEPT any portion of that 0.245 acres and 2.091 acres, more or less, out of the D. Monroe Survey, A-38, Milam County, Texas, more particularly described by metes and bounds on Exhibit "C" consisting of 1 page attached hereto and made a part hereof for all purposes.

- (b) All improvements upon the real property hereinabove described and hereafter placed thereon, and all fixtures, materials, equipment, apparatus, furniture, furnishings, building materials, supplies, and other property, real and personal, now or hereafter installed or used thereon or upon the improvements thereon, including, but not limited to, all heating, lighting, refrigerating, plumbing, ventilating, incinerating, water heating, cooling and air-conditioning equipment, fixtures and appurtenances, all engines and machinery, elevators, pumps, motors, window screens, window shades, venetian blinds, awnings, floor coverings, and shrubbery and other chattels and personal property used or furnished in connection with the operation, use, and enjoyment of such real property and the improvements thereon, and all renewals, replacements, and substitutions therefor and additions thereto, all of which said property and fixtures shall be deemed to be a part of and affixed to the above described real property.
- (c) All rents, revenues, profits, income, damages, awards, and proceeds from or attributable to all or any portion of the real property hereinabove described, the improvements hereinabove described, and any other property, both real and personal, hereinabove described.
- (d) All documents, instruments, general intangibles, chattel paper, and accounts, whether now or hereafter existing, arising out of the sale or use of the hereinabove described properties, both real and personal, and all guarantees and suretyship agreements relating thereto and all security for payment thereof, now or hereafter existing or arising, and all proceeds from any such items enumerated in this clause (d).
- (e) Each and every right, privilege, hereditament, and appurtenance in anywise incident or appertaining to the properties, both real and personal, described in this Section 2.1.
- (f) All licenses, permits, warranties, and wastewater discharge capacity attributable or allocable to all or any portion of the real property hereinabove described, the improvements hereinabove described, and any other property, both real and personal, hereinabove described.
- (g) Lease Agreement between C.T.H., Inc. and Little River Health Care - Central Texas, LLC, dated October 8, 2013.
- (h) All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, and parts and tools. The property includes any equipment described in a list or schedule Grantor gives to Beneficiary, but such list is not necessary to create or perfect a valid security interest in all of Grantor's equipment.

TO HAVE AND TO HOLD the hereinabove described properties, together with the rights, privileges, and appurtenances thereto belonging (all of which properties, rights, privileges, and

appurtenances are hereinafter collectively called the "Mortgaged Properties"), unto the said Trustee and to his substitutes or successors forever, and Grantor does hereby bind its successors or assigns, to warrant and forever defend all and singular the Mortgaged Properties unto the Trustee, his successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

2.2. Without in any way limiting the above conveyance and the warranty herein contained, Grantor represents itself to be the owner of all the mortgaged Properties as hereinabove conveyed and, should any ambiguity exist in regard to the description of said properties, reference may be had to Grantor's ownership of properties held by them in the survey(s), subdivision(s) or section(s) described in "Exhibits A and B, save and except Exhibit C" hereto for further description of the properties herein conveyed. Grantor agrees that they will, upon request by the holder of the Secured Obligations execute any further instruments, amendments, or supplements desired to more adequately describe the Mortgaged Properties which they have agreed to make subject to this Deed of Trust.

2.3. This conveyance, however, is intended as a deed of trust and security agreement and is made upon the following trusts, terms, and conditions, to-wit: In the event Grantor shall well and truly perform and pay the Secured Obligations (including payment of all principal and all interest and attorney's fees, if any, owing or to become owing thereon) to the legal holder thereof when the same shall become due, then this Deed of Trust and all herein contained shall be null and void and shall be released at Grantor's cost and expense, otherwise this Deed of Trust shall continue in full force and effect; provided, however, that the Grantor's obligation to indemnify and hold harmless the Beneficiary and Trustee pursuant to the provisions hereof shall survive any such payment or release.

ARTICLE III ASSIGNMENT OF RENTS

3.1. The transfer of rents, revenues, profits, and income as a portion of the conveyance of the Mortgaged Properties hereinabove made to the Trustee is specific in nature and irrevocable. So long as no Event of Default (hereinafter defined) exists, but not otherwise, Grantor may collect and retain the currently accruing rents, revenues, profits, and income, but may not collect in excess of one (1) month's rental in advance or two (2) months' rental in advance where one such month's rental is attributable to the next ensuing month and one such month's rental is attributable to the last month in the lease term and is collected as security under the provisions of a written lease or rental agreement. In the event, however, any Event of Default shall occur and be continuing, thereupon or any time thereafter, while such or any subsequent Event of Default continues, Beneficiary may, personally or through an agent selected by such holder, take, or have the Trustee take possession and control of the Mortgaged Properties, or any part thereof, and receive and collect all rents, revenues, profits, and income theretofore accrued or thereafter accruing therefrom so long as any of the Secured Obligations remain outstanding or until the foreclosure of the lien hereof, applying so much thereof as may be collected prior to the sale of such property under foreclosure, first to the expenses incident to such possession, control, and collection and second to the payment of the Secured Obligations in such order as the holder thereof may elect, irrespective of whether then matured, paying the balance, if any, to Grantor.

3.2. In exercise of the rights and powers created under Section 3.1 above, Grantor specifically agrees that Beneficiary, Beneficiary's agent, or the Trustee, as such party may see fit, may: use against Grantor or any other persons lawful or peaceable means to enforce the collection of any such rents, revenues, profits, and income, and to secure possession of the Mortgaged Properties, or any part thereof; settle or compromise on any terms the liability of any person or persons for any such rents, revenues, profits, or income; institute and prosecute to final conclusion actions of forcible entry and detainer, or actions of trespass to try title, or actions for damages, or any other appropriate actions, in the name of such person or in the name of Grantor; and settle, compromise, or abandon any such actions. In furtherance of the foregoing and not by way of limitation, Grantor binds itself to take whatever lawful or peaceful steps Beneficiary may ask them to take for such purposes, including the institution and prosecution of actions of the character above stated; provided, however, Grantor recognizes that neither the Trustee, Beneficiary, or any person acting on behalf of Beneficiary shall ever be required to collect any such rents or income or be liable or chargeable for failure so to do.

ARTICLE IV SECURITY AGREEMENT

4.1. Without limiting any of the other provisions of this Deed of Trust, Grantor, as Debtors (referred to in this Article IV as "Debtors," whether one or more), expressly GRANT unto Beneficiary, as Secured Party (referred to in this Article IV as "Secured Party," whether one or more), a security interest in all the Mortgaged Properties (including both those now and those hereafter existing) to the full extent that the Mortgaged Properties may be subject to the Uniform Commercial Code--Secured Transactions (chapter 9, Business and Commerce Code of Texas, as amended) (hereinafter called the "Uniform Commercial Code").

4.2. Debtors covenant and agree with Secured Party that:

- (a) In addition to any other remedies granted in this Deed of Trust to Secured Party or the Trustee (including specifically, but not limited to, the right to proceed against all the Mortgaged Properties in accordance with the rights and remedies in respect of those Mortgaged Properties which are real property pursuant to section 9.501(d) of the Uniform Commercial Code), as Secured Party may, should an Event of Default occur, proceed under the Uniform Commercial Code as to all or any part of the personal property (tangible or intangible) and fixtures included in the Mortgaged Properties (such portion of the Mortgaged Properties being referred to in this Article IV as the "Collateral"), and shall have and may exercise with respect to the Collateral all the rights, remedies, and powers of a secured party under the Uniform Commercial Code, including, without limitation, the right and power to sell, at one or more public or private sales, or otherwise dispose of, lease, or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under the Uniform Commercial Code after default by a debtor, and to apply the proceeds thereof toward payment of any costs and expenses and attorney's fees and legal expenses thereby incurred by Secured Party, and toward payment of the Secured Obligations in such order or manner as Secured Party may elect.
- (b) Among the rights of Secured Party upon occurrence of an Event of Default and without limitation, Secured Party shall have the right, by any lawful means, to take possession of the Collateral or any part thereof and to enter, in any lawful manner, upon any premises where same may be situated for such purpose without being deemed guilty of trespass and without liability for damages thereby occasioned, and to take any lawful action deemed necessary or appropriate or desirable by Secured Party, at its option and in its discretion, to repair, refurbish, or otherwise prepare the Collateral for sale, lease, or other use or disposition as herein authorized.
- (c) To the extent permitted by law, Debtors expressly waive any notice of sale or other disposition of the Collateral and any other rights or remedies of a debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Secured Party existing after default hereunder; and, to the extent any such notice is required and cannot be waived, Debtors agree that, if such notice is mailed, postage prepaid, to Debtors at the address shown opposite Debtors' signatures hereinbelow at least five (5) days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.
- (d) Upon occurrence of an Event of Default or upon the occurrence of any event or condition which after either or both the passage of time and the giving of notice would constitute an Event of Default, Secured Party is hereby granted the express right, at its option, to transfer to itself or to its nominee the Collateral, or any part thereof, to notify any obligor or account debtor in the case of any Collateral to make payment directly to Secured Party, and to receive the moneys, income, proceeds or benefits attributable or accruing thereto and to hold the same as security for the Secured Obligations or to apply the same on the principal and interest or other amounts owing on any of the Secured Obligations, whether or not then due, in such order or manner as Secured Party may elect. With respect to the Collateral, Debtors, for themselves, their heirs and assigns, hereby expressly and specifically waive all rights to a marshaling of the assets of Debtors, including the Collateral, or to a sale in inverse order of alienation.
- (e) All recitals in any instrument of assignment or any other instrument executed by Secured Party or by the Trustee incident to sale, transfer, assignment, lease, or other disposition or utilization of the Collateral or any part thereof hereunder shall be full proof of the matters stated therein, no other proof shall be requisite to establish full legal propriety of the sale or other action or of any fact, condition or thing incident thereto, and all prerequisites of such sale or other action and of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.
- (f) Secured Party may require Debtors to assemble the Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. Debtors shall be fully liable for all expenses of retaking, holding, preparing for sale, lease or other use or disposition, selling, leasing or otherwise using or disposing of the Collateral which are incurred or paid by Secured Party as authorized or permitted hereunder, including also all attorney's fees, legal expenses, and costs, all of which expenses and costs shall constitute a part of the Secured Obligations.
- (g) Certain of the Collateral is or will become "fixtures" (as that term is defined in the

Uniform Commercial Code) on the real estate hereinabove described and this Deed of Trust upon being filed for record in the real estate records shall operate also as a financing statement upon such of the Collateral which is or may become fixtures. Debtors have an interest of record in the real estate.

- (h) Any copy of this Deed of Trust which is signed by Debtors or any carbon, photographic, or other reproduction of this Deed of Trust may also serve as a financing statement under the Uniform Commercial Code by Debtors, whose address is set opposite their respective signatures hereinbelow, in favor of Secured Party, whose address is set out hereinabove.
- (i) So long as any Secured Obligations remain outstanding, unless the prior written specific consent and approval of Secured Party shall have first been obtained, Debtors will not execute and there will not be filed in any public office any financing statement or statements affecting the Collateral other than financing statements in favor of Secured Party hereunder.

4.3. Debtors warrant and represent to Secured Party that, except for the security interest granted hereby in the Collateral, Debtors are the owners and holders of the Collateral, free of any adverse claim, security interest or encumbrance, and Debtors agree to defend the Collateral against all claims and demands of any person at any time claiming the same or any interest therein. Debtors further warrant and represent that they have not heretofore signed any financing statement and that no financing statements signed by Debtors are now on file in any public office except those statements true and correct copies of which have been delivered to Secured Party.

ARTICLE V CERTAIN COVENANTS AND WARRANTIES OF GRANTOR

5.1. As further assurances with regard to the Secured Obligations, Grantor hereby covenants, warrants, and agrees in favor of Beneficiary, as follows:

- (a) Grantor hereby agrees and binds itself to perform and pay the Secured Obligations and every installment of principal and interest thereof promptly as the same becomes due or payable.
- (b) Grantor covenants and agrees to pay all taxes and assessments of every kind or character charged, levied, or assessed against the Mortgaged Properties or any part thereof, before any such taxes or assessments become delinquent; to pay all water, gas, sewer, electricity, and other utility rates and charges with regard to the mortgaged Properties; to pay all maintenance fees or charges of any owners' association or like group assessed with respect to the Mortgaged Properties; to pay any ground rents or charges for any easement, license, or agreement existing for the benefit of the Mortgaged Properties; to pay any interest, costs or penalties with respect to the foregoing items; and, upon request of Beneficiary, to furnish to Beneficiary evidence of the timely payment of such items.
- (c) Grantor covenants and agrees to insure and keep insured the insurable portion of all improvements constituting a part of the Mortgaged Properties against loss by fire, explosion, wind storm and such other hazards as may be required by Beneficiary, in an amount not less than the greater of (i) eighty percent (80%) of the full insurable value of such improvements or (ii) such amount, not to exceed the unpaid principal of the Secured Obligations, as may be required by Beneficiary (to the extent such insurance may be procured). Grantor further agrees to maintain such other insurance upon and relating to the Mortgaged Properties, including, but not limited to, insurance against personal injury and death, loss by flood, and business interruption insurance covering loss of rentals, all as may be required by Beneficiary from time to time. Each insurance policy shall be issued by an insurance company or companies approved by Beneficiary, and Grantor shall deliver such policies of insurance, together with all renewals thereof, promptly as issued to Beneficiary, together with evidence of the payment of all premiums therefor. Beneficiary shall retain the original copies of such insurance policies until the Secured Obligations are satisfied and paid in full. Each insurance policy shall provide by way of endorsements, riders, or otherwise that proceeds will be payable to Beneficiary as its interest may appear; that coverage of Beneficiary shall not be terminated, reduced, or affected in any manner by any breach or violation by Grantor of any warranties, declarations, or conditions in such policy; that such policy may not be cancelled, endorsed, altered, or reissued to effect a change in coverage unless such insurer shall first give Beneficiary not less than thirty (30) days prior written notice thereof; and that Beneficiary may, but shall not be obligated to, make premium payments to prevent any cancellation, endorsement, alteration or reissuance, which payments will be accepted by the insurer. Each renewal policy shall be furnished to Beneficiary not less than thirty

(30) days prior to the expiration of the initial or preceding renewal policy.

- (d) Grantor covenants and agrees to keep and maintain the improvements now or at any time hereafter constituting a portion of the Mortgaged Properties in a state of good repair and condition; to make all repairs, replacements, reconstructions and restorations necessary to keep such improvements in such condition; and, without the prior written consent of Beneficiary, not to tear down or remove or permit to be torn down or removed any such improvements now existing or hereafter erected.
- (e) Grantor covenants and agrees that, should it be discovered after the execution and delivery hereof there is a lien or encumbrance of any nature whatsoever upon the Mortgaged Properties or any part thereof, equal or superior in rank to the lien of this Deed of Trust, or in case of an error or defect herein, or the execution or acknowledgment hereof, Grantor shall, upon demand from Beneficiary, correct such defects in such title, or remove said liens or encumbrances or homestead claim, or correct such error or defect in this Deed of Trust or its execution or any acknowledgment hereof.
- (f) Grantor covenants and agrees that, after any sale under this Deed of Trust, Grantor or Grantor's successors or assigns, shall be mere tenants at sufferance of the purchaser of the property at said sale, and that such purchaser shall be entitled to immediate possession thereof, and that, if Grantor fails to vacate such property immediately, such purchaser may and shall have the right to go into any justice court having venue, or in any other court hereafter having jurisdiction of forcible detainer actions, and file an action in forcible detainer, which action shall lie against Grantor or Grantor's assigns as tenants at sufferance.
- (g) Grantor expressly agrees that Beneficiary shall be fully subrogated to the rights of all holders of any vendor's liens or other liens whose indebtedness is paid in whole or in part with the proceeds of the Secured Obligations. To the extent that the Secured Obligations represent funds advanced for the acquisition of any of the Mortgaged Properties, Grantor acknowledges and agrees that Beneficiary is entitled to a vendor's lien securing the payment of said indebtedness, and Grantor further specifically covenants, stipulates and agrees that foreclosure under the power of sale contained in this Deed of Trust shall operate to fully foreclose such vendor's lien.
- (h) Grantor will not permit removal of any item of personal property or fixtures constituting a portion of the Mortgaged Properties unless, simultaneously therewith, such item is replaced by a like item of equal or greater value and in good working condition with the lien and security interest of this Deed of Trust to attach to such replacement item free from any other lien, security interest, conditional sale, title retention, lease, or other encumbrance.
- (i) Grantor will give Beneficiary prompt notice of any casualty loss, threat of condemnation, condemnation, or taking affecting all or any portion of the Mortgaged Properties.
- (j) In the event the Secured Obligations shall become due and payable by virtue of an Event of Default, Grantor agrees that any tender of payment of the Secured Obligations prior to a foreclosure sale shall, at the option of Beneficiary, be deemed a voluntary prepayment by Grantor requiring the payment of any prepayment penalty or premium required under the terms of the Secured Obligations to the full extent that such payment, when added to all other amounts then and theretofore paid and which constitute interest, would not exceed the maximum lawful interest permitted to be charged of Grantor.

ARTICLE VI
ESCROW FUND

(Intentionally Deleted)

ARTICLE VII
DEFAULTS

7.1. Should any of the following events or conditions occur, the same shall constitute an event of default under this Deed of Trust (herein called "Event of Default").

- (a) Grantor shall fail or refuse to pay all or any portion of the Secured Obligations when due.
- (b) Grantor shall fail to perform or to fulfill in a timely manner any of the Secured Obligations, including specifically, but not limited to, the covenants and obligations of

Grantor contained in this Deed of Trust.

- (c) Any warranty or representation of Grantor set forth in this Deed of Trust shall prove untrue in any material respect.
- (d) Grantor shall become insolvent, be the subject of an order for relief, or a custodian, receiver, or other such officer of their property be appointed, or should any liquidation, reorganization, arrangement, or other proceeding under any bankruptcy law or other law for the relief of debtors be requested by or instituted against Grantor.
- (e) There shall occur any levy or execution of any attachment, execution, or other process against any of the Mortgaged Properties, unless timely and completely stayed by appropriate proceedings.

7.2. Upon the occurrence of an Event of Default, so long as such default remains uncured, Beneficiary shall have the option and right to take any one or more of the following actions: (i) without demand, presentment, notice of intent to accelerate, notice of acceleration, or other notice or demand, all of which are expressly waived by Grantor, declares the Secured Obligations immediately due and payable, (ii) proceed to enforce the lien of this Deed of Trust, and (iii) pursue any and all other remedies available to Beneficiary whether set forth herein or otherwise available at law or in equity.

7.3. Each of the rights and remedies set forth in this Deed of Trust or available at law or in equity shall be cumulative and concurrent, may be pursued jointly or severally against Grantor or any of the Mortgaged Properties, and shall be non-exclusive. The election to pursue any such right or remedy shall not be deemed a waiver, then or thereafter, to pursue any other such right or remedy.

7.4. The acceptance of payment of any portion of the Secured Obligations after its due date or after the giving of notice of an Event of Default and of election to accelerate the maturity of the Secured Obligations shall not waive any right of Beneficiary to require prompt payment when due of all other sums constituting Secured Obligations or to declare an Event of Default for failure to pay the entire unpaid balance of the Secured Obligations, or any right of Beneficiary to proceed with foreclosure sale pursuant to any such notice and acceleration for any unpaid balance of the Secured Obligations. Waiver of a right granted to Beneficiary as to one transaction or occurrence shall not be deemed a waiver of such right as to any subsequent transaction or occurrence.

ARTICLE VIII CERTAIN REMEDIES; POWER OF SALE

8.1. In the event that Grantor fails or refuses to pay any taxes or assessments upon the Mortgaged Properties before the same become delinquent, fail to take out or procure or maintain such insurance as is required by this Deed of Trust, or fail to perform any other covenant or to pay any other obligation of Grantor sets forth in this Deed of Trust or set forth in any other agreement or instrument evidencing or securing the Secured Obligations, then in any such case Beneficiary, at its option and without any obligation to do so, may pay any such taxes or assessments (without being required to examine the legality or justice of same), take out or procure such insurance, or tender such performance or payment. All amounts advanced by Beneficiary as aforesaid shall be due and payable upon demand, shall become a part of the Secured Obligations, shall bear interest from the date such payments are advanced until the repayment thereof at the greater of eighteen percent (18%) per annum or the highest nonusurious rate of interest set forth in the instruments evidencing the Secured Obligations, and shall be fully secured by the liens, assignments, and security interest of this Deed of Trust. Any amounts so paid, as well as the time of payment thereof, shall be deemed fully established by the affidavit or certificate of the Trustee or Beneficiary. Grantor agrees that the payment of such taxes or assessments, the procuring and maintaining of such insurance, or the tendering of any such performance or payment by Beneficiary shall not prevent Beneficiary from declaring the Secured Obligations to be due and payable under the provisions hereof by reason of such Event of Default and pursuing any other remedies available to Beneficiary should Beneficiary so elect.

8.2. Upon failure to perform or to pay the Secured Obligations, or any part thereof, when the same shall become due, in whatever way the maturity thereof may be brought about, it shall thereupon, or at any time thereafter while any part of the Secured Obligations remains undischarged, be the duty of the Trustee, or his successors, as hereinafter provided, at the request of Beneficiary (which request shall be presumed), to enforce this trust and to sell the mortgaged Properties, as an entirety or in parcels, by one sale or by several sales, held at one time or at different times, all as the Trustee acting may elect, each sale to be held at the location within the county courthouse designated for the holding of nonjudicial foreclosure sales by the Commissioners Court of any county in which a part of the real property to be sold is situated (or if no area has been so designated, then in an area within said courthouse described in the notice referred to in Section 8.3 and to be made on the first Tuesday of some month between the hours of 10 o'clock a.m. and 4 o'clock p.m. to the highest bidder for cash at public vendue, after the Trustee (or a

person or persons selected by the Trustee) and Beneficiary shall have given notices of the proposed sale in the manner hereinafter set forth, and to make due conveyance to the purchaser or purchasers, with general warranty of title to such purchaser or purchasers binding upon Grantor and Grantor's successors. Such sale must begin at the time stated in the notice referred to in Section 8.3 or not later than three hours after that time. Grantor hereby expressly and specifically waives all rights to a marshaling of the assets of Grantor, including the Mortgaged Properties, or to a sale in inverse order of alienation.

8.3. The Trustee (or a person or persons selected by the Trustee) shall give notice of each such proposed sale by posting written notice of the time, place, and terms of sale at the courthouse door, and by filing a copy of such written notice in the office of the county clerk, of the county in which the sale is to be made for at least twenty-one (21) consecutive days preceding the date of the sale. Where real properties to be sold are situated in more than one county, one notice shall be posted at the courthouse door, and a copy of such notice shall be filed with the county clerk, of each county in which a part of the real properties to be sold is situated, and such notices shall designate the county where such real properties will be sold, which may be any county in which a part of said real properties is situated. In addition to the foregoing notice or notices to be posted and filed by the Trustee (or a person or persons selected by the Trustee), Beneficiary shall, at least twenty-one (21) days preceding the date of sale, serve or cause to be served written notice of the proposed sale by certified mail on each debtor obligated to pay such indebtedness according to the records of the Beneficiary. The service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to each such debtor at the most recent address (which shall be within the United States of America) as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service. If the real property described in Exhibit A hereto is used as the residence of a debtor obligated to pay the Secured Obligations, then, notwithstanding any agreement to the contrary, Beneficiary shall serve such debtor with written notice by certified mail stating that such debtor is in default under this Deed of Trust and such debtor must be given at least twenty days to cure the default before the entire Secured Obligations are due and notice of sale pursuant to this Section 8.3 is given. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. In this respect and to the full extent they may legally do so, Grantor also expressly covenants, stipulates, and agrees that: (i) the address of Grantor set out opposite Grantor's signature hereto shall be deemed and considered conclusively to be and remain at all times the most recent address of all debtors obligated to pay such indebtedness as shown by the records of Beneficiary, provided such address may be changed to some other address within the United States of America from time to time only by express written notice of change thereof signed by all debtors obligated to pay such indebtedness and actually delivered to and received by Beneficiary and setting forth a new address which shall be within the United States of America and which shall be deemed and considered conclusively to be and remain at all times thereafter the most recent address of all debtors obligated to pay such indebtedness as shown by the records of Beneficiary until changed in the manner herein provided, (ii) the records of Beneficiary shall not be deemed to reflect any change in the name or identity of the debtors obligated to pay the indebtedness (to whom notice of a proposed sale shall be required to be mailed as provided for above) unless and until express written notice of such change signed by all debtors obligated to pay such indebtedness shall have been actually delivered to and received by Beneficiary, and (iii) no notice of such sale or sales other than the notices hereinabove provided shall be required to be given to Grantor or any other persons and any other notice is expressly waived.

8.4 The provisions of Section 8.3 with respect to posting, serving, filing, and giving notices of sale are intended to comply with the provisions of section 51.002 of the Property Code of the State of Texas (in this Section 8.4 such section 51.002 being called the "Subject Statute"). In the event the requirement for any notice, or the posting, serving, filing, or giving thereof, under the Subject Statute shall be eliminated or the prescribed manner of posting, serving, filing, or giving same is modified by future amendment to the Subject Statute, the requirement for such particular notice shall be stricken from, or the manner of posting, serving, filing, or giving any notice hereunder modified in, this Deed of Trust in conformity with such amendment. The manner herein prescribed for posting, serving, filing, or giving any notice, other than that to be posted and filed or caused to be posted and filed by the Trustee, shall not be deemed exclusive but such notice or notices may be posted, served, filed, or given in any other manner which may be permitted by applicable law. Further, in relation to this Deed of Trust and the exercise of any power of sale by the Trustee hereunder, if the Subject Statute shall be amended or modified to require any other notice or the posting, filing, serving, or giving thereof or any statute hereafter enacted shall require any other notice or the posting, filing, serving, or giving thereof, the Trustee or the person selected by him is hereby authorized and empowered by Grantor to give such notice or make such posting, filing, serving, or giving thereof; provided, however, Grantor waives such other notice or the posting, filing, serving, or giving thereof to the full extent Grantor may lawfully so do.

8.5. At any sale conducted under this Deed of Trust, credit upon all or any part of the Secured Obligations shall be deemed cash paid for the purpose of Section 8.3; and the holder of all or any part of the Secured Obligations may purchase at any such sale. With the proceeds arising from such sale or sales, the Trustee shall first pay all expenses of advertising, sale and conveyance, including a reasonable commission (not to exceed five percent (5%) of the gross proceeds of such sale or sales) to the Trustee

acting, and shall next apply such proceeds toward the discharge and payment of the Secured Obligations (including principal, interest, and attorney's fees, if any) and the remaining balance, if any, shall be paid to Grantor or Grantor's assigns.

8.6. Without limiting any of the powers or remedies provided elsewhere, Grantor agrees that, in the event the Secured Obligations are payable in installments or include, at any time, items of matured as well as unmatured indebtedness, the holder of the matured installments or items of indebtedness, as the case may be, shall have the right to have the Mortgaged Properties sold, subject to the part of the secured Obligations which is unmatured at the time the Trustee is requested to make such sale, at Trustee's sale to satisfy the lien and security interest hereof securing the then matured portion of said indebtedness and the Trustee is expressly authorized and empowered to conduct such sale which is called in this Section 8.6 "Installment Foreclosure." Any Installment Foreclosure made under this Section 8.6 shall not affect the liens, assignments, and security interest of this Deed of Trust existing to secure that portion of the Secured Obligations to which the sale is to be made subject. No Installment Foreclosure shall exhaust the power of the Trustee to conduct future Installment Foreclosures nor in anywise limit the powers of sale provided elsewhere in this Deed of Trust. The provisions elsewhere in this Deed of Trust relating to manner of conducting Trustee's sales, including the posting, filing, and giving of notices thereof, shall also apply to any Installment Foreclosure and the same presumptions shall be applicable to any Trustee's deed or recital therein contained in connection with an Installment Foreclosure and to any other affidavit as hereinabove provided.

8.7. In the case of the absence of the Trustee from the state, or of his death, refusal, or failure to act, or in the event the holder or holders of not less than a majority in amount of the Secured Obligations should elect at any time (with or without cause) to remove the Trustee then acting, a successor or substitute may be named, constituted, and appointed by the holder or holders of not less than a majority of the amount of the Secured Obligations, without further formality than an appointment and designation in writing, which appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited; and this conveyance shall vest in the Successor or Substitute Trustee the title, powers, and duties conferred on the Trustee named herein and the conveyance by the Successor or Substitute Trustee to the purchaser at any sale made pursuant hereto shall be valid and effective as fully as hereinabove provided in the case of a conveyance by the Trustee. Such right to appoint a Successor or Substitute Trustee shall exist as often as and whenever the Trustee, original, successor, or substitute, cannot or will not act or has been removed. Grantor specifically covenants and stipulates that: the recitals in the conveyance made to the purchaser, either by the Trustee or any Successor or Substitute Trustee, shall be full proof and evidence of the matters therein stated; no other proof shall be requisite of the request by the holder of the Secured Obligations on the Trustee or on any Successor or Substitute Trustee to enforce this trust, or of the due, timely, and proper posting, filing, and giving of all notices and making of the sale, or any particulars thereof, or of the inability, refusal, or failure of the Trustee or any Successor or Substitute Trustee to act, or of the removal of the Trustee or any Successor or Substitute Trustee, or of the appointment of a Successor or Substitute Trustee, as herein provided, either as to the legality of his appointment or otherwise, or of the contingencies which brought about the failure or inability of the Trustee or any Successor or Substitute Trustee to act, or of his removal, as the case may be; all prerequisites of said sale shall be presumed to have been performed; and any sale made under the powers herein granted shall be a perpetual bar against Grantor or Grantor's assigns.

8.8. The right of sale hereunder shall not be exhausted by one or any sale, but, so long as any of the Secured Obligations remain undischarged, the Trustee or Successor or Substitute Trustee may make other and successive sales until all the Mortgaged Properties shall be legally sold.

ARTICLE IX CONDEMNATION AND CASUALTY LOSS

9.1. If the Mortgaged Properties, or any part thereof, shall be condemned or taken for public use under the power of eminent domain, Beneficiary shall have the right to demand all awards and damages for such taking of or injury to the Mortgaged Properties be paid to Beneficiary. To the extent such moneys are received by Beneficiary, Beneficiary may apply the same or so much thereof as is necessary, less the reasonable expense of collecting such funds, as a credit upon the Secured Obligations, whether or not then matured.

9.2. Should the mortgaged Properties be wholly or partially destroyed or damaged by fire, explosion, windstorm, or other insured casualty, Beneficiary shall have the right to collect, receive, and receipt for, in the name of Grantor or otherwise, any and all moneys that may become payable or collectible upon any policy of insurance by reason of such damage to or destruction of the Mortgaged Properties. To the extent such moneys are received by Beneficiary, Beneficiary may apply the same or so much thereof as is necessary, less the reasonable expense of collecting such funds, as a credit upon the Secured Obligations, whether or not then matured.

9.3. In the event that Beneficiary shall have received the proceeds of condemnation or insured

casualty pursuant to the terms of Sections 9.1 or 9.2 above, Beneficiary may, at its sole option, hold such proceeds (net of costs of collection), without interest, to be disbursed to Grantor incident to the rebuilding and restoration of that portion of the Mortgaged Properties from which such proceeds were derived. Grantor agrees to proceed promptly with such rebuilding and restoration of the Mortgaged Properties to as near their condition prior to such event as may be practicable, to provide to Beneficiary assurances that all funds required in addition to such proceeds are available to Grantor, to present paid invoices for all labor and materials as the work of such rebuilding and restoration progresses, and to suffer no lien against the Mortgaged Properties incident to such rebuilding and reconstruction.

ARTICLE X
MISCELLANEOUS

10.1. In the event any item, term, or provision contained in this Deed of Trust is in conflict or may be held hereafter to be in conflict with any applicable laws, this Deed of Trust shall be affected only as to its application to such item, term, or provision and shall in all other respects remain in full force and effect.

10.2. All article and section titles or captions contained in this Deed of Trust or in any schedule or exhibit hereto are for convenience only and shall not be deemed a part of this Deed of Trust and shall not affect the meaning or interpretation of this Deed of Trust.

10.3. Grantor and Beneficiary specifically intend and agree to limit contractually the amount of interest payable under this Deed of Trust, the Secured Obligations, and all other instruments and agreements related hereto and thereto to the maximum amount of interest lawfully permitted to be charged under applicable law. Therefore, none of the terms of this Deed of Trust, the Secured Obligations, or any instrument pertaining to or relating to this Deed of Trust or the Secured Obligations shall ever be construed to create a contract to pay interest at a rate in excess of the maximum rate permitted to be charged under applicable law, and neither Grantor nor any other party liable or to become liable hereunder, under the Secured Obligations, or under any other instruments and agreements related hereto and thereto shall ever be liable for interest in excess of the amount determined at such maximum rate, and the provisions of this paragraph shall control over all other provisions of this Deed of Trust, the Secured Obligations, or of any other instrument pertaining to or relating to the transactions herein contemplated. If any amount of interest taken or received by Beneficiary shall be in excess of said maximum amount of interest which, under applicable law, could lawfully have been collected by Beneficiary incident to such transactions, then such excess shall be deemed to have been the result of a mathematical error by all parties hereto and shall, at the election of Beneficiary, either be applied as credit against the then unpaid principal amount of the Secured Obligations or refunded promptly to the party paying such amount. All amounts paid or agreed to be paid in connection with such transactions which would under applicable law be deemed "interest" shall, to the extent permitted by such applicable law, be amortized, prorated, allocated, and spread throughout the stated term of the Secured Obligations. "Applicable law" as used in this paragraph means that law in effect from time to time which lawfully permits the charging and collection of the highest permissible lawful, nonusurious rate of interest on the transactions herein contemplated, including laws of the State of Texas and of the United States of America; and "maximum rate" as used in this paragraph means, with respect to each portion of the Secured Obligations, the maximum lawful, nonusurious rate of interest (if any) which under applicable law Beneficiary is permitted to charge from time to time with respect to such portion of the Secured Obligations.

10.4. Grantor agrees that no other security, now existing or hereafter taken, for the Secured Obligations shall be impaired or affected in any manner by the execution hereof; no security subsequently taken by any holder of the Secured Obligations shall impair or affect in any manner the security given by this Deed of Trust; all security for the payment of the Secured Obligations shall be taken, considered, and held as cumulative; and the taking of additional security shall at no time release or impair any security by endorsement or otherwise previously given. Grantor further agrees that any part of the security herein described may be released without in any wise altering, varying, or diminishing the force, effect, or lien of this Deed of Trust, or of any renewal or extension of said lien, and that this Deed of Trust shall continue as a first lien, assignment, and security interest on all the Mortgaged Properties not expressly released until all Secured Obligations are fully discharged and paid.

10.5. The filing of a suit to foreclose any lien, assignment, or security interest under this Deed of Trust either on any matured portions of the Secured Obligations or for all Secured Obligations shall never be considered an election so as to preclude foreclosure under any power of sale herein contained after dismissal of this suit.

10.6. The term "Grantor" as used herein shall include not only the parties who are designated as Grantor and who execute this Deed of Trust but also the respective successors, legal representatives, and assigns of each such party. When this Deed of Trust is executed by only one person, the word "Grantor" shall be construed as if written "Grantor" and all pronouns and verbs in their number shall be changed to correspond, and when executed by a corporation the applicable words "heirs, executors, administrators,

and assigns" shall be construed as "successors, assigns, and legal representatives." Whenever the context requires, the gender of words used herein shall include the masculine, feminine, and neuter, and number of words used herein shall include the singular and the plural.

10.7. 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 \$1,250,000.00 to be made in future advances and paid in cash by Classic Bank, National Association to Little River Health Care - Central Texas, LLC (as requested by said Little River Health Care and approved by said Classic Bank).

Grantor agrees to execute, acknowledge, and deliver to Beneficiary any document requested by Beneficiary, at Beneficiary's request from time to time, to (a) correct any defect, error, omission, or ambiguity in this deed of trust or in any other document executed in connection with the Note or this deed of trust; (b) comply with Grantor's obligations under this deed of trust and other documents; (c) subject to and perfect the liens and security interests of this deed of trust and other documents any property intended to be covered thereby; and (d) protect, perfect, or preserve the liens and the security interests of this deed of trust and other documents against third persons or make any recordings, file any notices, or obtain any consents requested by Beneficiary in connection therewith. Grantor agrees to pay all costs of the foregoing.

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust this 9 day of November, 2013.

CTH, Inc. f/k/a Central Texas Hospital

By: Mark M. Humble
Mark M. Humble, President

ADDRESSES OF GRANTOR:

203 N. Houston St.
Cameron, Milam County, Texas 76520

STATE OF TEXAS)
COUNTY OF MILAM)

This instrument was acknowledged before me on the 7th day of November, 2013, by Mark M. Humble in his capacity as President of CTH, Inc. f/k/a Central Texas Hospital, on behalf of said entity.



Lori Towery
Notary Public, State of Texas

(Notary's Printed Name)
My commission expires: _____

PREPARED IN THE LAW OFFICE OF:
Mark M. Humble
203 N. Houston
Cameron, Texas 76520
254/697-3454

FIRST TRACT: All that certain tract or parcel of Land situated in the City of Cameron, Milam County, Texas, and being a part of the D. Monroe Survey, and more particularly described as follows, to-wit: BEGINNING at the S.W. corner of the tract of land deeded by W. M. Reese, et al, to Jno. M. Hefley from which a post oak marked X bears N. 50 E. 23 vrs.; THENCE with league line N. 20 E. 182 vrs. to N.W. corner of what is known as the Wilkerson 1st for the N.W. corner of this; THENCE S. 71 E. 84 vrs. to the N.W. corner of the James lot; THENCE S. 19 W. 98 vrs. to the S.W. corner of the James Lot; THENCE S. 71 E. 100 vrs. to the S.E. corner of said James Lot; said corner being the S.E. corner of the W. T. Saich lot; THENCE S. 19 W. 284 vrs. to the S. E. corner of this; THENCE N. 71 W. 193 vrs. to the PLACE OF BEGINNING, containing 11 1/2 acres of land, and being the property described in deed from W. M. Hefley, Receiver, to Eduard Rischer dated July 6, 1940 and recorded in Volume 129, Page 552 of the Milam County Deed Records, to which instrument and the record thereof reference is here made for all purposes.

EXHIBIT A
Page 1 of 1 Pages

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SECOND TRACT: All that certain lot, tract or parcel of land, lying and being situated in the City of Cameron, Milam County, Texas, being a lot 60 feet x 178 feet out of Block "C" of the N. A. Robinson Addition to the City of Cameron, known as 1102 N. Crockett, Cameron, Texas, and being more particularly described by metes and bounds as follows: BEGINNING at a $\frac{1}{2}$ " iron rod, located in the westerly line of N. Crockett Avenue, set for the Southeast corner of the herein described lot; THENCE N. $72^{\circ} 34' 26''$ W. along a fence line, a distance of 178 feet to a $\frac{1}{2}$ " iron rod set for the Southwest corner of the herein described lot; THENCE N. $17^{\circ} 42' 20''$ E. a distance of 60 feet to a $\frac{1}{2}$ " iron rod set for the Northwest corner of the herein described lot; THENCE S. $72^{\circ} 34' 26''$ E. along a fence line a distance of 178 feet to a $\frac{1}{2}$ " iron rod located in the Westerly line of N. Crockett Avenue, set for the Northeast corner of the herein described lot; THENCE S. $17^{\circ} 42' 20''$ W. along the westerly line of said N. Crockett Avenue, a distance of 60 feet to the PLACE OF BEGINNING, and containing 0.2452 acres of land. And being the property described in warranty deed of Woodrow W. Finley to Sisters of Charity of the Incarnate Word dated March 30, 1988 and recorded in Volume 594, Page 211 of the Official Records of Milam County, Texas, to which instrument and the record thereof reference is here made for all purposes.

EXHIBIT B
Page 1 of 1 Pages

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SAVE AND EXCEPT ANY PORTION: -

FIELD NOTES for a tract of land in Milam County, Texas part of the D. Monroe Grant and the land herein described being that certain tract described in a deed from Hasey F. Temple to Louis A. Elley, et ux, said deed being of record in Volume 272, Page 8, Deed Records of Milam County, Texas.

BEGINNING at an iron rod found in the west margin of North Crockett Avenue being the northeast corner of the said Elley tract for the southeast corner of this.

THENCE S. 17° 42' 20" W., 60.0 feet with the said west margin to an iron rod for the southeast corner of this.

THENCE N. 72° 25' 00" W., 178.16 feet to an iron rod for the southwest corner of this.

THENCE N. 17° 31' 31" E., 59.92 feet to an iron rod for the northwest corner of this.

THENCE S. 72° 26' 23" E., 178.0 feet to the point of beginning containing 0.245 acre of land.

FIELD NOTES for a tract of land in Milam County, Texas part of the D. Monroe Grant and the land herein described being a part of that certain 1 1/2 acres of land described in a deed being of record in Volume 254, Page 123, Deed Records of Milam County, Texas.

BEGINNING at an iron rod at the intersection of the east margin of Austin Street and the south margin of West 12th Street for the northwest corner of this.

THENCE S. 70° 07' 16" E., 226.72 feet with the said north margin to an iron rod for the most northerly northeast corner of this.

THENCE S. 18° 34' 40" W., 212.97 feet to an iron rod for an all corner of this.

THENCE S. 72° 16' 28" E., 101.64 feet and S. 72° 25' 00" W., 178.16 feet to an iron rod in the west margin of Crockett Avenue for the most easterly northeast corner of this.

THENCE S. 17° 42' 20" W., 80.0 feet with the said west margin to an iron rod for the southeast corner of this.

THENCE N. 72° 23' 45" W., 515.46 feet to an iron rod in the east margin of Austin Drive for the southwest corner of this.

THENCE N. 20° 02' 44" E., 302.15 feet with the said east margin to the point of beginning containing 2.091 acres of land.

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CLERK'S NOTICE: 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.

AT 9:00 FILED A M
ON THE 8th DAY OF Nov
A.D., 20 13

STATE OF TEXAS
COUNTY OF MILAM

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 Volume and Page of the Official Records of Milam County, Texas.



Barbara Vansa
County Clerk, Milam County, Texas
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Barbara Vansa
COUNTY CLERK, MILAM COUNTY, TEXAS

BY *Jodi Morgan* DEPUTY

RECORDED 11-8-2013 2:50 PM
BY *Jodi Morgan* DEPUTY

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