

When Recorded, Return To:

Edward M. Fishman
Fishman Jackson Ronquillo PLLC
13155 Noel Road, Suite 700
Dallas, Texas 75240

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 CONVEYS 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 AND LEASES**

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

THAT, effective as of September 24, 2018, **CS 125 HOSPITALITY, LLC**, a Texas limited liability company ("Borrower", whether one or more), whose address is 251 O'Connor Ridge Blvd., Suite 100, Irving, Texas 75038, Attn: William P. Glass, for and in consideration of the sum of TEN DOLLARS (\$10.00) to Borrower in hand paid by **AMY FAUSS** whose address is 2021 McKinney Avenue, Suite 800, Dallas, Texas 75201 ("Trustee"), in order to secure the payment of the Indebtedness (as hereinafter defined) and the performance of the obligations, covenants, agreements and undertakings of Borrower hereinafter described, does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN and SET OVER to Trustee, with power of sale, the real estate (the "Land") situated in the County of Brazos and State of Texas described in Exhibit "A" attached hereto and made a part hereof, TOGETHER WITH the following, whether now owned or hereafter acquired by Borrower: (a) all buildings and other improvements now or hereafter attached to or placed, erected, constructed or developed on the Land (the "Improvements") during the existence of this lien; (b) all materials, equipment, fixtures, furnishings, inventory and articles of personal property ("Personal Property"), whatsoever now or hereafter delivered to, attached to, installed in, or used in or about the Improvements or which are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personal Property is or may be used in the development of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing whether or not the same shall be attached to the Land or Improvements; (c) all water and water rights, timber, crops, and mineral interests pertaining to the Land; (d) all building materials and equipment now or hereafter delivered to and intended to be installed in or on the Land or Improvements; (e) all security deposits and advance rentals under any lease agreements now or at any time hereafter arising from or by virtue of any transactions related to the Land, Improvements or the Personal Property and held by or for the benefit of Borrower; (f) all monetary deposits which Borrower has been required to give to any public or private utility with respect to utility services furnished to the Land or Improvements; (g) all leases, rents, issues, profits, revenues, royalties, bonuses or other benefits of the Land, the Improvements or the Personal Property, including, without limitation, cash or securities deposited pursuant to leases of all or any part of the Land, Improvements or Personal Property to secure performance by the lessees of their obligations thereunder; (h) all proceeds (including premium refunds) of each policy of insurance relating to the Land, Improvements or Personal Property; (i) all proceeds from the taking of any of the Land, Improvements, Personal Property or any part thereof or any interest or right or estate appurtenant thereto by right of eminent domain or by purchase in lieu thereof; (j) all Borrower's rights (but not its obligations) under any contracts (including, without limitation, all construction contracts, development agreements, purchase agreements, engineering contracts, management agreements, consulting agreements and architectural agreements related to the Land, the Improvements or the Personal Property; (k) all Borrower's rights as declarant under any restrictions now

or hereafter affecting the Property and all Borrower's rights with respect to any property owner's or homeowner's association or architectural control committee established with respect to the Property; (l) all Borrower's rights (but not its obligations) under any documents, contract rights, commitments, accounts, general intangibles (including payment intangibles), trademarks, trade names and symbols used in connection therewith arising by virtue of any transactions related to the Land, Improvements or Personal Property; (m) all deposits, bank accounts, funds, instruments, investment property, letter of credit rights, commercial tort claims, monetary obligations, notes or chattel paper (including electronic chattel paper) arising from or related to the Land, Improvements or Personal Property; (n) all revenues, receipts, income, accounts, accounts receivable and other receivables including, without limitation, revenues, receipts, income receivables and accounts relating to or arising from rentals, rent equivalent income, income and profits from guest rooms, meeting rooms, food and beverage facilities, vending machines, telephone and television systems, guest laundry, off-site catering, the provision or sale of other goods and services, and any other items of revenue, receipts or other income as identified in the Uniform System of Accounts for the Lodging Industry, Eleventh Edition, American Hotel & Lodging Association (2014), as from time to time amended, arising from or related to the Mortgaged Property (collectively, "Hospitality Income"); (o) all permits, licenses (including alcoholic beverage licenses), franchises, including, to the maximum extent permitted in accordance with its terms that certain Courtyard by Marriott Relicensing Franchise Agreement dated September 24, 2018, between Borrower as "franchisee", and Marriot International Inc., as "franchisor", as amended by that certain Amendment to Courtyard by Marriott Relicensing Franchise Agreement dated September 24, 2018, certificates and other rights and privileges obtained in connection with the Land, Improvements or Personal Property; (p) all plans, specifications, maps, surveys, reports, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the Land or Improvements; (q) all oil, gas and other hydrocarbons and other minerals produced from or allocated to the Land or Improvements and all products processed or obtained therefrom, the proceeds thereof, and all accounts and general intangibles (including payment intangibles) under which such proceeds may arise and all proceeds of the Personal Property; (r) all easements and rights of way used in connection with the Land or Improvements or as a means of ingress to or egress from said Land or Improvements; (s) all right, title and interest of Borrower in and to all streets, roads, ways, alleys, public places, easements and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land or any part thereof; (t) all proceeds from the sale, lease, or other disposition of all or any portion of the Land, the Improvements or the Personal Property; (u) all consumer goods located in, on, or about the Land or the Improvements or used in connection with the operation or use thereof, provided, however, the term "consumer goods" shall not include clothing, furniture, appliances, linens, china, crockery, kitchenware, or personal effects used primarily for personal, family, or household purposes; (v) all of Borrower's right, title and interest (but not its obligations) in, to and under all contracts of sale relating to the Land, the Improvements or the Personal Property, including without limitation, all of the right, title and interest of the Borrower in and to all sales proceeds, escrow funds, earnest money deposits and other fees paid or monies by the buyers or any other parties thereunder; (w) all rights, estates, powers, privileges, hereditaments and interests of whatever kind or character appurtenant or incident to the foregoing and all other interests of every kind and character that Borrower now has or at any time hereafter acquires in and to the Land, Improvements, and Personal Property and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Borrower with respect to such property; and (x) all products and proceeds of any of the foregoing; as used in the phrase immediately above, the term "proceeds" shall have the meaning assigned to it under the Uniform Commercial Code in effect in the jurisdiction in which this Mortgage (hereinafter defined) is filed and, to the extent not otherwise included, shall include, but not be limited to (i) any and all proceeds of any insurance, causes and rights of action, settlements thereof, judicial and arbitration judgments and awards, and indemnity, warranty or guaranty payments payable to Borrower from time to time with respect to any of the Mortgaged Property, (ii) all claims of Borrower for losses or damages arising out of or related to or for any breach of any agreements, covenants, representations or warranties or any default under any of the Mortgaged Property (without limiting any direct or independent rights of Borrower with respect to the Mortgaged Property), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Mortgaged Property. If the estate of Borrower in any of the above-described property is a leasehold estate ("Leasehold Estate"), this conveyance shall include and the lien and security interest created hereby shall encumber all additional title, estate, interest, and other rights that may hereafter be acquired by Borrower in the property demised under the Leasehold Estate. The above-described property is collectively herein referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD the Mortgaged Property, together with the rights, privileges and appurtenances thereto belonging unto the Trustee and his successors or substitutes, and to his or their successors and assigns, forever, IN TRUST, however, upon the terms, provisions and conditions herein set forth.

ARTICLE I

SECURED INDEBTEDNESS

1.1 Secured Indebtedness. This Deed of Trust, Security Agreement and Assignment of Rents and Leases (the "Mortgage") is made for the benefit of Lender (as defined herein) as beneficiary, to secure and enforce the payment of the following note, obligations, indebtedness and liabilities: (a) one certain Promissory Note of even date herewith in the original principal amount of SEVEN MILLION EIGHT HUNDRED ONE THOUSAND SEVEN HUNDRED THIRTY AND NO/100 DOLLARS (\$7,801,730.00) made by Borrower and payable to the order of **CROSSFIRST BANK**, a Kansas banking corporation, whose address is 2021 McKinney Avenue, Suite 800, Dallas, Texas 75201, Attn: Laurie Gibson, with interest at the rate or rates therein provided, both principal and interest being payable as therein provided, with a stated maturity date (the "Maturity Date"), and containing a provision for the payment of a reasonable additional amount as attorneys' fees, and all modifications, increases, renewals or extensions thereof, in whole or in part, and all other notes given in substitution therefor or in modification, increase, renewal or extension thereof, in whole or in part, hereinafter referred to as the "Note", and said payee and all subsequent holders of the Note or any part thereof or any of the Indebtedness (as hereinafter defined) hereinafter referred to as "Lender"; (b) all future loans and advances made by Lender pursuant to or in connection with the Loan Documents (as defined below), and (c) all Hedge Obligations, as defined in the Loan Agreement. The indebtedness referred to in this Paragraph is hereinafter collectively referred to as the "Indebtedness." This Mortgage, the Note, the Hedge Agreements (as defined in the Loan Agreement), if any, the Loan Agreement (as hereinafter defined) and any other instruments now or hereafter evidencing, securing, governing, guaranteeing and/or pertaining to the Indebtedness or any part thereof are hereinafter collectively referred to as the "Loan Documents."

1.2 Security Agreement. Borrower hereby grants to Lender, as security for the Indebtedness, a security interest in the Mortgaged Property to the fullest extent that the Mortgaged Property now or hereafter may be subject to a security interest under the Uniform Commercial Code as adopted in the state of Texas (the "UCC"). Borrower intends for this Mortgage to also be a "security agreement" within the meaning of the UCC. Borrower hereby authorizes Lender to prepare, execute and file all initial financing statements, and any restatements, extensions, continuations, renewals or amendments thereof, in such form as Lender may require to perfect or continue the perfection of this security interest or other statutory liens held by Lender.

1.3 Swap Cross-Collateralization. Borrower acknowledges and agrees that any and all Collateral (as hereinafter defined) granted to secure the Note shall also secure any and all Swap Indebtedness (as defined in the Note). "Collateral" means all property and assets granted as collateral security for the loan evidenced by the Note, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, collateral mortgage, deed of trust, assignment, pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factors' lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract or otherwise.

ARTICLE II

REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF BORROWER

2.1 Representations and Warranties. Borrower does hereby represent and warrant to Lender as follows:

(a) Loan Agreement. All representations and warranties set forth in Article III of the Loan Agreement are true and correct.

(b) Intentionally Deleted.

(c) Permitted Encumbrances. The Mortgaged Property is free and clear from all liens, security interests and encumbrances except the lien and security interest evidenced hereby and the encumbrances set forth in Exhibit "B" attached hereto and made a part hereof (hereinafter called the "Permitted Encumbrances"). There are no mechanic's or materialmen's liens, lienable bills or other claims constituting or that may constitute a lien on the Mortgaged Property, or any part thereof.

(d) No Financing Statement. There is no financing statement covering all or any part of the Mortgaged Property or its proceeds on file in any public office, which has not been terminated or assigned to Lender.

(e) Location of Personal Property. All tangible Personal Property is located on the Land.

(f) No Homestead. No portion of the Mortgaged Property is being used as Borrower's business or residential homestead.

(g) No Event of Default or Violation. The execution, delivery and performance of this Mortgage, the Note and all other Loan Documents do not contravene, result in a breach of or constitute a default under any mortgage, deed of trust, lease, promissory note, loan agreement or other contract or agreement to which Borrower is a party or by which Borrower or any of its properties may be bound or affected and do not violate or contravene any law, order, decree, rule or regulation to which Borrower is subject.

(h) Compliance with Covenants and Laws. The Mortgaged Property and the intended use thereof by Borrower comply with all applicable restrictive covenants, zoning ordinances and building codes, flood disaster laws, applicable health and environmental laws and regulations and all other applicable laws, statutes, ordinances, rules, regulations, orders, determinations and court decisions, including, without limitation, the Americans With Disabilities Act of 1990, Tex. Rev. Civ. Stat. Ann. art. 9102, and any other local disability regulations, as amended, (all of the foregoing hereinafter sometimes collectively referred to as "Applicable Laws") without reliance upon grandfather provisions or adjacent or other properties. Borrower has obtained all requisite zoning, utility, building, health and operating permits from the governmental authority or municipality having jurisdiction over the Mortgaged Property. All engineering specifications with respect to the Mortgaged Property are within applicable environmental standards.

(i) Intentionally Deleted.

(j) Condition of Property. The Mortgaged Property is served by electric, gas, storm and sanitary sewers, sanitary water supply, telephone and other utilities required for the use thereof as represented by Borrower at or within the boundary lines of the Mortgaged Property. All streets, alleys and easements necessary to serve the Mortgaged Property for the use represented by Borrower have been or will be completed and serviceable, and such streets have been or will be dedicated and accepted by applicable governmental entities. The Mortgaged Property is in good condition and repair with no deferred maintenance and is free from damage caused by fire or other casualty. Borrower is aware of no latent or patent structural or other significant defect or deficiency in the Mortgaged Property. Design and as-built conditions of the Mortgaged Property are such that no drainage or surface or other water will drain across or rest upon either the Mortgaged Property or land of others. None of the Mortgaged Property is within a flood plain. None of the improvements on the Mortgaged Property create an encroachment over, across or upon any of the Mortgaged Property boundary lines, rights of way or easements and no buildings or other improvements on adjoining land create such an encroachment.

(k) Intentionally Deleted.

(l) Enforceability. The Note, this Mortgage and all other Loan Documents constitute the legal, valid and binding obligations of Borrower enforceable in accordance with their terms. The execution and delivery of, and performance under, the Note, this Mortgage and all other Loan Documents are within Borrower's powers and have been duly authorized by all requisite action and are not in contravention of the powers of Borrower's charter, bylaws or other corporate papers if Borrower is a corporation, or of Borrower's partnership or joint venture agreement if Borrower is a partnership or joint venture, or of Borrower's limited partnership agreement if Borrower is a limited partnership.

(m) Not a Foreign Person. Borrower is not a "foreign person" within the meaning of the Internal Revenue Code of 1986, as amended (hereinafter called the "IRS Code"), Sections 1445 and 7701 (i.e. Borrower is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate, as these terms are defined in the IRS Code and regulations promulgated thereunder).

(n) Non-Agricultural Property. The Mortgaged Property which is the subject of the Mortgage is not principally or primarily used for agricultural or farming purposes.

2.2 Covenants and Agreements. So long as the Indebtedness or any part thereof remains unpaid, Borrower covenants and agrees with Lender as follows:

(a) Loan Agreement. Borrower shall keep and perform all covenants set forth in Article IV of the Loan Agreement.

(b) Existence. Borrower will continuously maintain its existence in the State of Texas together with its franchises and trade names.

(c) Intentionally Deleted.

(d) Operation of Mortgaged Property. Borrower will operate the Mortgaged Property in a good and workmanlike manner and in accordance with all restrictions and Applicable Laws and will pay all fees or charges of any kind in connection therewith. Borrower will not abandon all or any portion of the Mortgaged Property and will keep the Mortgaged Property occupied so as not to impair the insurance carried thereon. Borrower will not use or occupy, or allow the use or occupancy of, the Mortgaged Property in any manner which violates any Applicable Law or which constitutes a public or private nuisance or which makes void, voidable or cancelable, or increases the premium of, any insurance then in force with respect thereto. Borrower will not initiate or permit any zoning reclassification of the Mortgaged Property or seek any variance under existing zoning ordinances applicable to the Mortgaged Property or use or permit the use of the Mortgaged Property in such a manner which would result in such use becoming a nonconforming use under applicable zoning ordinances or other Applicable Laws. Borrower will not impose any restrictive covenants or encumbrances upon the Mortgaged Property, execute or file any subdivision plat affecting the Mortgaged Property or consent to the annexation of the Mortgaged Property to any municipality, without the prior written consent of Lender. Borrower shall not cause or permit any drilling or exploration for, or extraction, removal or production of, minerals from the surface or subsurface of the Mortgaged Property. Borrower will not do or suffer to be done any act whereby the value of any part of the Mortgaged Property may be lessened. Borrower will allow Lender or its authorized representative to enter the Mortgaged Property at any reasonable time upon reasonable notice to Borrower to inspect the Mortgaged Property and Borrower's books and records pertaining thereto and Borrower will assist Lender or said representative in whatever way reasonably necessary to make such inspection. If Borrower receives a notice or claim from any federal, state or other governmental entity pertaining to the Mortgaged Property, including, without limitation, a notice that the Mortgaged Property is not in compliance with any Applicable Law, Borrower will promptly furnish a copy of such notice or claim to Lender.

(e) Debts for Construction. Borrower will cause all debts and liabilities of any character, including without limitation all debts and liabilities for labor, material and equipment and all debts and charges for utilities servicing the Mortgaged Property, incurred in the construction, maintenance, operation and development of the Mortgaged Property to be promptly paid or discharged; provided, however,

Borrower shall have an additional thirty (30) days to either pay, discharge or "bond over" any mechanics' liens, as long as any bonding of the same is done in accordance with the Texas Property Code.

(f) Ad Valorem Taxes. Borrower will cause to be paid prior to delinquency all taxes and assessments heretofore or hereafter levied or assessed against the Mortgaged Property, or any part thereof, or against Trustee or Lender for or on account of the Note or any other Indebtedness or the interest created by this Mortgage and will furnish Lender with receipts showing payment of such taxes and assessments at least ten (10) days prior to the applicable default date therefor; provided that Borrower may in good faith, by appropriate proceedings, contest the validity, applicability, or amount of any asserted tax or assessment, and pending such contest Borrower shall not be deemed in default hereunder if (i) Borrower shall diligently prosecute such contest in a manner not prejudicial to the rights, liens and security interests of Lender; (ii) prior to delinquency of the asserted tax or assessment Borrower establishes with Lender an escrow acceptable to Lender adequate to cover the payment of such tax or assessment with interest, costs and penalties and a reasonable additional sum to cover possible costs, interest and penalties (which escrow shall be returned to Borrower upon payment of all such taxes, assessments, interest, costs and penalties or disbursed in accordance with the resolution of the contest to the claimant) or furnishes Lender with an indemnity bond or other security acceptable to Lender, in the amount of the tax or assessment being contested by Borrower plus a reasonable additional sum to pay all costs, interests and penalties which may be imposed or incurred in connection therewith; (iii) Borrower pays to Lender promptly after demand therefor all costs and reasonable expenses incurred by Lender in connection with such contest; and (iv) Borrower promptly causes to be paid any amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, promptly after such judgment becomes final and unappealable; provided, however, that in any event each such contest shall be concluded and the tax, assessment, penalties, interest and costs shall be paid prior to the date any writ or order is issued under which the Mortgaged Property may be sold.

(g) Repair and Maintenance. Borrower will keep the Mortgaged Property in good order, repair, operating condition and appearance, causing all necessary repairs, renewals, replacements, additions and improvements to be promptly made, and will not allow any of the Mortgaged Property to be misused, abused or wasted or to deteriorate. Borrower will promptly replace all worn-out or obsolete fixtures or personal property covered by this Mortgage with fixtures or personal property comparable to the replaced fixtures or personal property when new, and will repaint the Mortgaged Property when needed. Borrower will make all renovations, modifications and alterations to the Mortgaged Property in compliance with all Applicable Laws. Notwithstanding any of the foregoing, Borrower will not, without the prior written consent of Lender, (i) remove from the Mortgaged Property any fixtures or personal property covered by this Mortgage except such as is replaced by Borrower by an article of equal suitability and value, owned by Borrower, free and clear of any lien or security interest (except that created by this Mortgage); (ii) make any structural alteration to the Mortgaged Property or any other alterations thereto which impair the value thereof, or (iii) make any alteration to the Mortgaged Property involving an estimated expenditure exceeding \$25,000 except pursuant to plans and specifications approved in writing by Lender. Upon request of Lender, Borrower will promptly deliver to Lender an inventory describing and showing the make, model, serial number and location of all fixtures and personal property used in the management, maintenance and operation of the Mortgaged Property with a certification by Borrower that said inventory is a true and complete schedule of all such fixtures and personal property used in the management, maintenance and operation of the Mortgaged Property, that such items specified in the inventory constitute all of the fixtures and personal property required in the management, maintenance and operation of the Mortgaged Property, and that all such items are owned by Borrower free and clear of any lien or security interest (except that created by this Mortgage).

(h) Insurance and Policies Required. While any obligation of Borrower or any Guarantor under any Loan Document remains outstanding, Borrower shall procure and maintain or shall cause to be procured and maintained continuously in effect policies of insurance in form and amounts and issued by companies, associations or organizations licensed to do business in the state the Project is located, with a Best's Rating of no less than A-XI and otherwise satisfactory to Lender covering such casualties, risks, perils, liabilities and other hazards required by Lender. Unless Lender waives this requirement in writing,

all policies shall expressly protect or recognize Lender's interest. Without limiting the generality of the foregoing, Borrower shall provide or cause to be provided the following types of insurance coverage:

A. During any renovation of the Improvements: (i) Builder's Risk Insurance on an "special" form basis including flood (if the property(ies) are in a flood zone), windstorm and earthquake (if property is subject to earthquakes). Coverage shall be included for Stored Materials and materials while in transit. The Builder's Risk policy shall have deductibles not greater than \$25,000 for all other perils, and 5% for windstorm. Lender shall be named as mortgagee under a standard form mortgagee clause and shall name Lender as loss payee, utilizing form CP 12 18 or similar wording. Borrower shall furnish Lender with a certified copy of an original policy or an Evidence of Property Insurance, ACCORD 28. Borrower and Contractor shall both carry (ii) Commercial General Liability Insurance and Commercial Auto Liability Insurance in a minimum amount of \$1,000,000 each occurrence carried by Borrower and by the Contractor; and (iii) Statutory Workers' Compensation and Employer's Liability Insurance in the minimum amounts of \$1,000,000 each accident, \$1,000,000 each employee disease, \$1,000,000 policy limit disease, covering Contractor and all other contractors or subcontractors who may have occasion to be at the job site. Borrower and Contractor shall carry Umbrella or Excess Liability Insurance in the amount of (\$1,000,000 for loans up to \$5,000,000; \$5,000,000 for loans up to \$15,000,000; \$10,000,000 for loans over \$15,000,000) each occurrence. Borrower shall name Lender as an additional insured using for CG 2018 or similar wording. Such coverage should be primary and noncontributory as regards any other insurance available to Lender. Borrower and Contractor shall furnish Lender with a certified copy of the original policy or a Certificate of Liability Insurance, ACCORD 25.

B. Until repayment of the Loan and satisfaction of all obligations under the Guaranty: (i) property insurance on an "special" replacement cost basis, including flood (if property is determined to be in a flood zone), windstorm and earthquake (if property is subject to earthquakes) coverages in an amount equal to the replacement cost of the Improvements and Business Income and Extra Expense Insurance against loss of income by reason of any hazard covered under the insurance required under this subparagraph (b) in an amount sufficient to avoid any co-insurance penalty, but in any event for not less than two (2) years gross receipts from all sources of income from the Property. The property policies shall have a deductible not greater than \$25,000 each occurrence for all other perils and 5% for windstorm. Policy(ies) shall name Lender as mortgagee under a standard form mortgagee clause. The borrower shall notify Lender if the property policy(ies) are written on a "shared limit" or "loss limit" basis. In such cases, Lender may require a copy of the policy(ies) for review.

(ii) Commercial General Liability Insurance and Commercial Auto Liability Insurance in a minimum amount of \$1,000,000 each occurrence; (iii) Statutory Workers' Compensation and Employer's Liability Insurance in the minimum amounts of \$1,000,000 each accident, \$1,000,000 each employee disease, \$1,000,000 policy limit disease; Umbrella or Excess Liability Insurance in the amount of (\$1,000,000 for loans up to \$5,000,000; \$5,000,000 for loans up to \$15,000,000; \$10,000,000 for loans over \$15,000,000) each occurrence.

C. Such additional insurance as may be reasonably required by Lender from time to time in the event that the Property or Project are exposed to hazards and risks with respect to which Lender deems the existing insurance inadequate to properly protect its interests.

All Property Insurance policies shall either have attached thereto a lender's loss payable endorsement for the benefit of Lender as loss payee, utilizing Form CP 12 18 or comparable wording. General Liability policies and Umbrella/Excess Liability policies shall name Lender as an additional insured using Form CG 20 18 or comparable wording. Such policies shall be endorsed to be primary and noncontributory as regards to any other insurance available to Lender. Borrower shall furnish Lender with a certified copy of an original or a certificate of insurance of all policies of insurance required and Evidence of Property Insurance, ACORD 28 and Certificate of Liability Insurance, ACORD 25. All policies or certificates, as the case may be, of insurance shall set forth the coverage, the limits of liability, the name of the carrier, the

policy number, the Best's Rating of the carrier and the period of coverage. In addition, all policies of insurance required under the terms hereof shall (i) contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Borrower or any party holding under Borrower which might otherwise result in a forfeiture of said insurance and the further agreement of the insurer waiving all rights of setoff, counterclaim or deductions against Borrower, and (ii) indemnify Lender against losses due to Borrower's sole or contributory negligence. At least fifteen (15) days prior to the expiration of each required policy, Borrower shall deliver to Lender evidence of the renewal or replacement of such policy, continuing such insurance in the form as required by this Agreement. All such policies shall contain a provision that notwithstanding any contrary agreement between Borrower and the applicable insurance company, such policies will not be canceled, allowed to lapse without renewal, surrendered or amended (which provision shall include any reduction in the scope or limits of coverage) without at least thirty (30) days' prior written notice to Lender.

In the event of foreclosure of this Mortgage, or other transfer of title to the Mortgaged Property in extinguishment in whole or in part of the Indebtedness, all right, title and interest of Borrower in and to such policies then in force concerning the Mortgaged Property and all proceeds payable thereunder shall thereupon vest in the purchaser at such foreclosure or Lender or other transferee in the event of such other transfer of title. In the event any of the Mortgaged Property covered by such insurance is destroyed or damaged by fire, explosion, windstorm, hail or by any other casualty against which insurance shall have been required hereunder, (i) Lender may, but shall not be obligated to, make proof of loss if not made promptly by Borrower, and (ii) each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender instead of to Borrower. Lender shall disburse the insurance proceeds to Borrower for the repair, rebuilding and restoration of the Mortgaged Property if all of the following conditions have been met: (i) no Event of Default exists; (ii) the insurance monies paid to Lender are sufficient to completely repair, rebuild and restore the Mortgaged Property to its condition immediately prior to the occurrence of the insured loss, or if not sufficient, Borrower makes a cash deposit with Lender to cover any shortfall; (iii) intentionally deleted, and (iv) in the reasonable judgement of Lender, completion of such repair, rebuilding or restoration will be completed before the Maturity Date. In such event, the insurance proceeds shall be paid out from time to time (and shall be held without payment or allowance of interest thereon) upon compliance by Borrower with the conditions to subsequent advances set forth in Section 2.5 of the Loan Agreement, and Borrower shall repair, restore or replace the Mortgaged Property so destroyed or damaged, regardless of whether such proceeds are sufficient to pay for the same. If any of the foregoing conditions is not met, Lender may, at its option, (i) apply the insurance proceeds first, to reimburse Lender or Trustee for all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the collection of such proceeds and, second, the remainder of said proceeds shall be applied, at the sole discretion of Lender, in payment (without premium or penalty) of the Indebtedness, either in whole or in part, in the order determined by Lender in its sole discretion, or (ii) require Borrower to repair, restore or replace, either partly or entirely, the Mortgaged Property so destroyed or damaged, provided that any insurance proceeds held by Lender to be applied to the repair, restoration or replacement of the Mortgaged Property shall be so held without payment or allowance of interest thereon and shall be paid out from time to time upon compliance by Borrower with such terms, conditions and requirements as may be imposed by Lender. Notwithstanding anything herein to the contrary, no insurance claims or settlement in excess of \$250,000 shall be made without the prior written approval of Lender. In any event, the unpaid portion of the Indebtedness shall remain in full force and effect and Borrower shall not be excused in the payment thereof. If any act or occurrence of any kind or nature (including any casualty on which insurance was not obtained or obtainable) shall result in damage to or loss or destruction of the Mortgaged Property, Borrower shall give immediate written notice thereof to Lender and, unless otherwise so instructed by Lender, shall promptly, at Borrower's sole cost and expense and regardless of whether the insurance proceeds, if any, shall be sufficient for the purpose, restore, repair, replace and rebuild the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage, loss or destruction in accordance with plans and specifications submitted to and approved by Lender.

(i) Condemnation. Immediately upon obtaining knowledge of the institution of any proceedings for the Condemnation of the Mortgaged Property or any portion thereof, or any other proceedings arising out of injury or damage to the Mortgaged Property, or any portion thereof, Borrower

will notify Lender of the pendency of such proceedings. Lender may participate in any such proceedings, and Borrower shall from time to time deliver to Lender all instruments requested by it to permit such participation. Borrower shall, at its expense, diligently prosecute any such proceedings, and shall consult with Lender, its attorneys and experts, and cooperate with them in the carrying on or defense of any such proceedings. All proceeds of condemnation awards or proceeds of sale in lieu of condemnation with respect to the Mortgaged Property and all judgments, decrees and awards for injury or damage to the Mortgaged Property shall be paid to Lender and shall be applied, first, to reimburse Lender or Trustee for all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with collection of such proceeds and, second, the remainder of said proceeds shall be applied, at the sole discretion of Lender, to the payment of the Indebtedness (without premium or penalty) in the order determined by Lender in its sole discretion or paid out to repair or restore the Mortgaged Property so affected by such condemnation, injury or damage in the same manner as provided in subparagraph (h) of this Paragraph 2.2. In any event the unpaid portion of the Indebtedness shall remain in full force and effect and Borrower shall not be excused in the payment thereof. In the event any of the foregoing proceeds are applied to the repair, restoration or replacement of the Mortgaged Property, Borrower shall promptly commence and complete such repair, restoration or replacement of the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage or taking in accordance with plans and specifications submitted to and approved by Lender. Borrower hereby assigns and transfers all such proceeds, judgments, decrees and awards to Lender and agrees to execute such further assignments of all such proceeds, judgments, decrees and awards as Lender may request. Lender is hereby authorized, in the name of Borrower, to execute and deliver valid acquittances for, and to appeal from, any such judgment, decree or award. Lender shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such proceeds, judgments, decrees or awards.

(j) Protection and Defense of Lien. Borrower shall not permit the Mortgaged Property or any part thereof to be taken by execution or other process of law. If the validity or priority of this Mortgage or of any rights, titles, liens or security interests created or evidenced hereby with respect to the Mortgaged Property or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Borrower with respect thereto, Borrower will give prompt written notice thereof to Lender and at Borrower's own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, including, without limitation, the employment of counsel, the prosecution or defense of litigation and the release or discharge of all adverse claims, and Trustee and Lender, or either of them (whether or not named as parties to legal proceedings with respect thereto) are hereby authorized and empowered to take such additional steps as in their judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of this Mortgage and the rights, titles, liens and security interests created or evidenced hereby, including, without limitation, the employment of counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Mortgaged Property, the purchase of any tax title and the removal of prior liens or security interests (including, without limitation, the payment of debts as they mature or the payment in full of matured or unmatured debts, which are secured by these prior liens or security interests), and all expenses so incurred of every kind and character shall be subject to and covered by the provisions of Paragraph 2.3 hereof.

(k) Intentionally Deleted.

(l) Books and Records. Borrower will keep accurate books and records in accordance with sound accounting principles in which full, true and correct entries shall be promptly made as to all operations on the Mortgaged Property, and will permit all such books and records (including without limitation all contracts, statements, invoices, bills and claims for labor, materials and services supplied for the construction and operation of the improvements forming a part of the Mortgaged Property) to be inspected and copied by Lender and its duly accredited representatives at all times during reasonable business hours.

(m) Intentionally Deleted.

(n) Escrow.

(i) After an Event of Default, if requested by Lender at any time during the term the Indebtedness is outstanding, in order to secure the performance and discharge of Borrower's obligations under Subparagraph (f) of this Paragraph 2.2, but not in lieu of such obligations, Borrower will deposit with Lender, a sum equal to ad valorem taxes, assessments and charges (which charges for the purpose of this Subparagraph shall include without limitation ground rents and water and sewer rents and any other recurring charge which could create or result in a lien against the Mortgaged Property) against the Mortgaged Property for the current year, all as estimated by Lender as attributable to the period up to the date of the next regularly scheduled payment under the Note, and thereafter will deposit with Lender, on each date when an installment of principal and/or interest is due on the Note, an amount equal to the then unpaid amount estimated by Lender as necessary to pay such items as they become due and payable, divided by the number of regularly scheduled payments remaining until such time as such ad valorem taxes, assessments and charges (as estimated from time to time by Lender) may be due and payable, but in any event sufficient funds (as estimated from time to time by Lender) to permit Lender to pay, at least fifteen (15) days prior to the due date thereof, the next maturing ad valorem taxes, assessments and charges. To the maximum extent permitted by applicable law, Borrower shall deposit with Lender such additional sums as Lender may require in its sole discretion from time to time to protect Lender's interests and to secure the timely payment of such taxes, assessments and charges. Lender shall have the right to rely upon tax information furnished by applicable taxing authorities in the payment of such taxes or assessments and shall have no obligation to make any protest of any such taxes or assessments. Any excess over the amounts required for such purposes shall be held by Lender for future use, applied to any Indebtedness or refunded to Borrower, at Lender's option, and any deficiency in such funds so deposited shall be made up by Borrower upon demand of Lender. All such funds so deposited shall bear no interest whatsoever unless otherwise required by applicable law, shall not be deemed to be trust funds and may be mingled with the general funds of Lender and shall be applied by Lender toward the payment of such taxes, assessments and charges when statements therefor are presented to Lender by Borrower (such statements to be presented by Borrower to Lender within a reasonable time before the applicable amount is due); provided, however, that, if an Event of Default (as hereinafter defined) shall have occurred hereunder, such funds may at Lender's option (but only to the extent permitted by applicable law) be applied to the payment of the Indebtedness in the order determined by Lender in its sole discretion, and that Lender may at any time, in its sole discretion, apply all or any part of such funds toward the payment of any such taxes, assessments or charges which are past due, together with any penalties or late charges with respect thereto. No application of such funds to the Indebtedness shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Indebtedness unless expressly agreed to in writing by Lender. The conveyance or transfer of Borrower's interest in the Mortgaged Property for any reason (including, without limitation, the foreclosure of a subordinate lien or security interest or a transfer by operation of law) shall constitute an assignment or transfer of Borrower's interest in and rights to such funds held by Lender under this Subparagraph (n) but subject to the rights of Lender hereunder.

(ii) After an Event of Default, if requested by Lender at any time during the term the Indebtedness is outstanding, in order to secure the performance and discharge of Borrower's obligations under Subparagraph (h) of this Paragraph 2.2, but not in lieu of such obligations, Borrower will deposit with Lender, a sum equal to the premiums for such policies of insurance for the current year, all as estimated by Lender as attributable to the period up to the date of the next regularly scheduled payment under the Note, and thereafter will deposit with Lender, on each date when an installment of principal and/or interest is due on the Note, an amount equal to the then unpaid amount estimated by Lender as necessary to pay such items as they become due and payable, divided by the number of regularly scheduled payments remaining until such time as such premiums for such policies of insurance (as estimated from time to time by Lender) may be due and payable, but in any event sufficient funds (as estimated from time to time by Lender) to permit Lender to pay, at least fifteen (15) days prior to the due date thereof, the next maturing premiums for such policies of insurance. To the maximum extent permitted by applicable law, Borrower

shall deposit with Lender such additional sums as Lender may require in its sole discretion from time to time to protect Lender's interests and to secure the timely payment of such premiums. Any excess over the amounts required for such purposes shall be held by Lender for future use, applied to any Indebtedness or refunded to Borrower, at Lender's option, and any deficiency in such funds so deposited shall be made up by Borrower upon demand of Lender. All such funds so deposited shall bear no interest whatsoever unless otherwise required by applicable law, shall not be deemed to be trust funds and may be mingled with the general funds of Lender and shall be applied by Lender toward the payment of such premiums when statements therefor are presented to Lender by Borrower (such statements to be presented by Borrower to Lender within a reasonable time before the applicable amount is due); provided, however, that, if an Event of Default (as hereinafter defined) shall have occurred hereunder, such funds may at Lender's option be applied to the payment of the Indebtedness in the order determined by Lender in its sole discretion, and that Lender may at any time, in its sole discretion, apply all or any part of such funds toward the payment of any such premiums which are past due, together with any penalties or late charges with respect thereto. No application of such funds to the Indebtedness shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Indebtedness unless expressly agreed to in writing by Lender. The conveyance or transfer of Borrower's interest in the Mortgaged Property for any reason (including, without limitation, the foreclosure of a subordinate lien or security interest or a transfer by operation of law) shall constitute an assignment or transfer of Borrower's interest in and rights to such funds held by Lender under this Subparagraph (n) but subject to the rights of Lender hereunder.

(o) Further Assurances. Borrower will, on request of Lender, promptly (i) correct any defect, error or omission which may be discovered in the contents of this Mortgage or in any other instrument now or hereafter executed in connection herewith or in the execution of acknowledgment thereof, (ii) execute, acknowledge, deliver and record or file such further instruments (including, without limitation, further deeds of trust, security agreements, financing statements, continuation statements and assignments of rents or leases) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purposes of this Mortgage and such other instruments and to subject to the liens and security interests hereof and thereof any property intended by the terms hereof and thereof to be covered hereby and thereby including, without limitation, any renewals, additions, substitutions, replacements or appurtenances to the Mortgaged Property; (iii) execute, acknowledge, deliver, procure and record or file any document or instrument (including, without limitation, any financing statement) deemed advisable by Lender to protect the lien or the security interest hereunder against the rights or interests of third persons; and (iv) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts as may be necessary, desirable or proper in the reasonable determination of Lender to enable Lender to comply with the requirements or requests of any agency having jurisdiction over Lender or any examiners of such agencies with respect to the Indebtedness, Borrower or the Mortgaged Property and Borrower will pay all costs connected with any of the foregoing.

(p) Title Insurance. Borrower shall, at its sole cost and expense maintain title insurance in the form of the policy provided to Lender on or about the date hereof ("Policy"). If for any reason during the period the Indebtedness is outstanding such title insurance is no longer valid or the issuing title company is insolvent or unable to adequately insure the validity and priority of the lien evidenced by this Mortgage, Borrower agrees to obtain, at its sole cost and expense, a replacement Policy issued by a title company reasonably acceptable to Lender in favor of Lender as mortgagee, in such amount and form as reasonably required by Lender, insuring the validity and priority of the lien evidenced by this Mortgage.

(q) **FEES AND EXPENSES; INDEMNIFICATION. BORROWER WILL PAY ALL APPRAISAL FEES, FILING AND RECORDING FEES, INSPECTION FEES, SURVEY FEES, TAXES, BROKERAGE FEES AND COMMISSIONS, ABSTRACT FEES, TITLE POLICY FEES, UNIFORM COMMERCIAL CODE SEARCH FEES, ESCROW FEES, REASONABLE ATTORNEYS' FEES, AND ALL OTHER COSTS AND EXPENSES OF EVERY CHARACTER INCURRED BY BORROWER OR LENDER IN CONNECTION WITH THE INDEBTEDNESS, EITHER AT THE CLOSING THEREOF OR AT ANY TIME DURING THE TERM THEREOF, OR OTHERWISE ATTRIBUTABLE OR CHARGEABLE TO BORROWER AS OWNER OF THE**

MORTGAGED PROPERTY, AND WILL REIMBURSE LENDER FOR ALL SUCH REASONABLE COSTS AND EXPENSES INCURRED BY LENDER. BORROWER SHALL PAY ALL EXPENSES AND REIMBURSE LENDER FOR ANY EXPENDITURES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND LEGAL EXPENSES, INCURRED OR EXPENDED IN CONNECTION WITH (I) THE BREACH BY BORROWER OF ANY COVENANT HEREIN OR IN ANY OTHER LOAN DOCUMENT; (II) LENDER'S EXERCISE OF ANY OF ITS RIGHTS AND REMEDIES HEREUNDER OR UNDER THE NOTE OR ANY OTHER LOAN DOCUMENT OR LENDER'S PROTECTION OF THE MORTGAGED PROPERTY AND ITS LIEN AND SECURITY INTEREST THEREIN; OR (III) ANY AMENDMENTS TO THIS MORTGAGE, THE NOTE OR ANY OTHER LOAN DOCUMENT OR ANY MATTER REQUESTED BY BORROWER OR ANY APPROVAL REQUIRED HEREUNDER. BORROWER WILL INDEMNIFY AND HOLD HARMLESS TRUSTEE AND LENDER (FOR PURPOSES OF THIS SUBPARAGRAPH, THE TERMS "TRUSTEE" AND "LENDER" SHALL INCLUDE THE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF TRUSTEE AND LENDER, RESPECTIVELY, AND ANY PERSONS OR ENTITIES OWNED OR CONTROLLED BY, OWNING OR CONTROLLING, OR UNDER COMMON CONTROL OR AFFILIATED WITH TRUSTEE AND LENDER, RESPECTIVELY) FROM AND AGAINST, AND REIMBURSE THEM FOR, ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) WHICH MAY BE IMPOSED UPON, ASSERTED AGAINST OR INCURRED OR PAID BY THEM BY REASON OF, ON ACCOUNT OF OR IN CONNECTION WITH ANY BODILY INJURY OR DEATH OR PROPERTY DAMAGE OCCURRING IN OR UPON OR IN THE VICINITY OF THE MORTGAGED PROPERTY THROUGH ANY CAUSE WHATSOEVER OR ASSERTED AGAINST THEM ON ACCOUNT OF ANY ACT PERFORMED OR OMITTED TO BE PERFORMED HEREUNDER OR ON ACCOUNT OF ANY TRANSACTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE MORTGAGED PROPERTY OR WITH THIS MORTGAGE, THE NOTE OR ANY OTHER LOAN DOCUMENTS. WITHOUT LIMITATION OF THE FOREGOING, IT IS THE INTENTION OF BORROWER AND BORROWER AGREES THAT THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PARTY WITH RESPECT TO CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (AND/OR ANY OTHER) INDEMNIFIED PARTY. HOWEVER, SUCH INDEMNITIES SHALL NOT APPLY TO ANY INDEMNIFIED PARTY TO THE EXTENT THE SUBJECT OF THE INDEMNIFICATION IS CAUSED BY OR ARISES OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PARTY. THE FOREGOING INDEMNITIES SHALL NOT TERMINATE UPON RELEASE, FORECLOSURE OR OTHER TERMINATION OF THIS MORTGAGE BUT WILL SURVIVE FORECLOSURE OF THIS MORTGAGE OR CONVEYANCE IN LIEU OF FORECLOSURE AND THE REPAYMENT OF THE INDEBTEDNESS AND THE DISCHARGE AND RELEASE OF THIS MORTGAGE AND THE OTHER LOAN DOCUMENTS. ANY AMOUNT TO BE PAID HEREUNDER BY BORROWER TO LENDER AND/OR TRUSTEE SHALL BE SUBJECT TO AND GOVERNED BY THE PROVISIONS OF PARAGRAPH 2.3 HEREOF.

(r) Intentionally Deleted.

(s) Warranty. Borrower will warrant and forever defend the title to the Mortgaged Property against the claims of all persons whomsoever claiming or to claim the same or any part thereof, subject to the Permitted Encumbrances.

(t) Tax on Lien. In the event of the enactment after this date of any law of the State of Texas or of any other governmental entity deducting from the value of property for the purpose of taxation any lien or security interest thereon, or imposing upon Lender the payment of the whole or any part of the taxes

or assessments or charges or liens herein required to be paid by Borrower, or changing in any way the laws relating to the taxation of deeds of trust or mortgages or security agreements or debts secured by deeds of trust or mortgages or security agreements or the interest of the mortgagee or secured party in the property covered thereby, or the manner of collection of such taxes, so as to affect this Mortgage or the Indebtedness of Lender, then, and in any such event, Borrower upon demand by Lender, shall pay such taxes, assessments, charges or liens, or reimburse Lender therefor; provided, however, that if in the opinion of counsel for Lender (i) it might be unlawful to require Borrower to make such payment; or (ii) the making of such payment might result in the contracting for, charging or receiving of interest beyond the maximum amount permitted by law, then and in such event, Lender may elect, by notice in writing given to Borrower, to declare all of the Indebtedness to be and become due and payable sixty (60) days from the giving of such notice.

(u) Change of Name, Identity or Structure. Borrower will not dissolve, liquidate, merge or consolidate or permit any controlling interest in Borrower to be sold, assigned, transferred, mortgaged, pledged, encumbered or otherwise disposed of, voluntarily or involuntarily, including, without limitation, any sale or transfer of a partnership or other ownership interest, whether same be a profits interest, a capital interest or a combination of same, to any third party, or an admission of a new general partner, limited partner or member holding an interest equal to or greater than thirty percent (30%), without the prior written consent of Lender. Borrower will not change Borrower's name, identity (including its trade name or names) or, if not an individual, Borrower's corporate, partnership or other structure without notifying Lender of such change in writing at least thirty (30) days prior to the effective date of such change. Borrower will execute and deliver to Lender, prior to or contemporaneously with the effective date of any such change, any financing statement or financing statement change required by Lender to establish or maintain the validity, perfection and priority of the security interest granted herein. At the request of Lender, Borrower shall execute a certificate in form satisfactory to Lender listing the trade names under which Borrower intends to operate the Mortgaged Property, and representing and warranting that Borrower does business under no other trade name with respect to the Mortgaged Property.

(v) Location and Use of Personal Property. All tangible Personal Property will be used in the business of Borrower and shall remain in Borrower's possession or control at all times at Borrower's risk of loss and shall be located on the Land.

(w) Estoppel Certificate. Borrower shall at any time and from time to time furnish promptly upon request by Lender a written statement in such form as may be required by Lender stating that the Note, this Mortgage and the other Loan Documents are valid and binding obligations of Borrower, enforceable against Borrower in accordance with their terms; the unpaid principal balance of the Note; the date to which interest on the Note is paid; that the Note, this Mortgage and the other Loan Documents have not been released, subordinated or modified; and that there are no offsets or defenses against the enforcement of the Note, this Mortgage or any other Loan Documents, or if any of the foregoing statements are untrue, specifying the reasons therefor.

(x) Proceeds of Personal Property. Borrower shall account fully and faithfully for and, if Lender so elects, shall promptly pay or turn over to Lender the proceeds in whatever form received from disposition in any manner of any of the Personal Property, except as otherwise specifically authorized herein. Borrower shall at all times keep the Personal Property and its proceeds separate and distinct from other property of Borrower and shall keep accurate and complete records of the Personal Property and its proceeds.

(y) Loan Agreement. Borrower will punctually perform and discharge each and every obligation and undertaking of Borrower under the Loan Agreement, if any, of even date herewith, as from time to time amended or restated (the "Loan Agreement"), between Borrower and Lender and will not permit a default to occur thereunder. In the event there is any inconsistency between the provisions of this Mortgage and the Loan Agreement, the provisions of the Loan Agreement shall, at the election of Lender, control such inconsistency.

(z) Intentionally Deleted.

(aa) Transfer of Mortgaged Property. Borrower shall not (i) sell, lease, exchange, assign, transfer, convey or otherwise dispose of all or any part of the Mortgaged Property or any interest therein or attempt to do any of the same (except for the disposition of worn-out or obsolete personal property or fixtures under the circumstances described in Subparagraph 2.2(g) hereof), including, without limitation, transfers by option contract, contract of sale or contract for deed, transactions in the nature of assumption, transactions in the nature of a taking subject to, transactions using a wrap-around technique, or (ii) permit legal or equitable title to the Mortgaged Property, or any interest therein, to vest in any other party, in any manner whatsoever, by operation of law or otherwise; it being understood that the consent of Lender required hereunder may be refused by Lender in its sole discretion or may be predicated upon any terms, conditions and covenants deemed advisable or necessary in the sole discretion of Lender, including, without limitation, the right to change the interest rate, date of maturity or payments of principal and/or interest on the Note, to require payment of any amount as additional consideration as a transfer fee or otherwise and to require assumption of the Note and this Mortgage.

(bb) Hedge Agreements. Borrower shall not enter into any Hedge Agreement (as defined in the Loan Agreement), except Hedge Agreements entered into in order to effectively cap, collar or exchange interest rates (from fixed to floating rates, from one floating rate to another floating rate or otherwise) with respect to any Indebtedness which have terms and conditions reasonably acceptable to Lender. In the event Borrower has entered into such Hedge Agreement(s), Borrower shall be responsible for all breakage penalties if it is wholly or partially unwound.

(cc) Dividends. If an Event of Default is in existence, then Borrower shall not declare or pay dividends on, or make any other distribution (whether by reduction of capital or otherwise) regarding any ownership interests.

2.3 Right of Lender to Perform. Borrower agrees that, if Borrower fails to perform any act or to take any action which hereunder Borrower is required to perform or take, or to pay any money which hereunder Borrower is required to pay, or takes any action prohibited hereby, Lender, in Borrower's name or in its own name, may but shall not be obligated to perform or cause to be performed such act or take such action, including, without limitation, entering the Mortgaged Property for such purpose and to take all such action thereon as it may deem necessary or appropriate, or pay such money or remedy any action so taken, and any expenses so incurred by Lender, and any money paid by Lender in connection therewith, shall be a demand obligation owing by Borrower to Lender and Lender, upon making such payment, shall be subrogated to all of the rights of the party receiving such payment. Any amounts due and owing by Borrower to Lender pursuant to this Mortgage shall bear interest from the date such amount becomes due until paid at the rate of interest payable on matured but unpaid principal of or interest on the Note and shall be a part of the Indebtedness and shall be secured by this Mortgage and by any other Loan Documents.

ARTICLE III

Intentionally deleted.

ARTICLE IV

ASSIGNMENT OF RENTS, LEASES, PROFITS, INCOME, CONTRACTS AND BONDS

4.1 Assignment of Rents. Borrower does hereby grant Lender a first lien security interest in all rents, income, receipts, revenues, issues, Hospitality Income, profits and proceeds to be derived from the Mortgaged Property, including without limitation the right to collect and receive all of the rents, income, receipts, revenues, issues, Hospitality Income, profits and other sums of money, in accordance with Chapter 64 of the Texas Property Code, that may now or at any time hereafter become due and payable to Borrower under the terms of any leases now or hereafter covering the Mortgaged Property, or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents,

deficiency rents and liquidated damages following default, all proceeds payable under any policy of insurance covering the loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, and all of Borrower's rights to recover monetary amounts from any tenant in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of lease defaults, including rejections, under any Applicable Bankruptcy Law (as defined in Paragraph 5.4 hereof), together with any sums of money that may now or at any time hereafter become due and payable to Borrower by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and future oil, gas, and mining leases covering the Mortgaged Property or any part thereof (collectively, the "Rents"); and all proceeds and other amounts paid or owing to Borrower under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Mortgaged Property; subject however to a license hereby granted by Lender to Borrower to collect and receive all of the foregoing (such license evidenced by Lender's acceptance of the Mortgage), subject to the terms and conditions hereof. Upon the occurrence of an Event of Default (as hereinafter defined) hereunder or upon the occurrence of any event or circumstance which with the lapse of time or the giving of notice or both would constitute an Event of Default hereunder, such license shall automatically and immediately terminate and Borrower shall hold all Rents paid to Borrower thereafter in trust for the use and benefit of Lender and Lender shall have the right, power and authority, whether or not it takes possession of the Mortgaged Property, to seek enforcement of any such lease, contract or bond and to demand, collect, receive, sue for and recover in its own name any and all of the above described amounts assigned hereby and to apply the sum(s) collected, first to the payment of expenses incident to the collection of the same, and the balance to the payment of the Indebtedness; provided further, however, that Lender shall not be deemed to have taken possession of the Mortgaged Property except on the exercise of its option to do so, evidenced by its demand and overt act for such purpose. It shall not be necessary for Lender to institute any type of legal proceedings or take any other action whatsoever to enforce the assignment provisions in this Paragraph 4.1.

4.2 Assignment of Leases. Borrower hereby assigns to Lender as collateral all existing and future leases, including, without limitation, all subleases thereof, and any and all extensions, renewals, modifications, and replacements thereof, upon any part of the Mortgaged Property (collectively, the "Leases"). Borrower hereby further assigns to Lender as collateral all guaranties of tenants' performance under the Leases. Prior to an Event of Default, Borrower shall have the right, without joinder of Lender, to enforce the Leases, unless Lender directs otherwise.

4.3 Warranties Concerning Leases and Rents. Borrower represents and warrants that:

- (a) Borrower has good title to the Leases and Rents and authority to assign them, and no other person or entity has any right, title or interest therein;
- (b) all existing Leases are valid, unmodified and in full force and effect, except as indicated herein, and no default exists thereunder;
- (c) unless otherwise provided herein, no Rents have been or will be assigned, mortgaged or pledged;
- (d) no Rents have been or will be anticipated, waived, released, discounted, set off or compromised; and
- (e) except as indicated in the Leases, Borrower has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued Rents.

4.4 Borrower's Covenants of Performance. Borrower covenants to:

- (a) perform all of its obligations under the Leases and give prompt notice to Lender of any failure to do so;
- (b) give immediate notice to Lender of any notice Borrower receives from any tenant or subtenant under any Leases, specifying any claimed default by any party under such Leases, excluding, however, notices of default under residential leases;
- (c) enforce the tenant's obligations under the Leases;
- (d) defend, at Borrower's expense, any proceeding pertaining to the Leases, including, if Lender so requests, any such proceeding to which Lender is a party; and
- (e) neither create nor permit any encumbrance upon its interest as lessor of the Leases, except this Mortgage and any other encumbrances permitted by this Mortgage.

4.5 Prior Approval for Actions Affecting Leases. Borrower shall not, without the prior written consent of Lender:

- (a) receive or collect Rents more than one month in advance, except in the ordinary course of Borrower's business;
- (b) encumber or assign future Rents;
- (c) waive or release any obligation of any tenant under the Leases;
- (d) cancel, terminate or modify any of the Leases; cause or permit any cancellation, termination or surrender of any of the Leases; or commence any proceedings for dispossession of any tenant under any of the Leases, except upon default by the tenant thereunder;
- (e) renew or extend any of the Leases, except pursuant to terms in existing Leases;
- (f) permit any assignment of the Leases; or
- (g) enter into any Leases after the date hereof.

4.6 Settlement for Termination. Borrower agrees that no settlement for damages for termination of any of the Leases under Applicable Bankruptcy Law, or under any other federal, state or local statute, shall be made without the prior written consent of Lender, and any check in payment of such damages will be made payable to both Borrower and Lender. Borrower hereby assigns any such payment to Lender to be applied to the Indebtedness as Lender may elect and agrees to endorse any check for such payment to the order of Lender.

4.7 Lender in Possession. Lender's acceptance of this assignment shall not, prior to entry upon and taking possession of the Mortgaged Property by Lender, be deemed to constitute Lender a "mortgagee in possession," nor obligate Lender to appear in or defend any proceedings relating to any of the Leases or to the Mortgaged Property, take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under the Leases, or assume any obligation for any deposits delivered to Borrower by any tenant and not delivered to Lender. Lender shall not be liable for any injury or damage to person or property in or about the Mortgaged Property.

4.8 Appointment of Attorney. Borrower hereby appoints Lender its attorney-in-fact, coupled with an interest, empowering Lender to subordinate any Leases to this Mortgage.

4.9 Indemnification. **Borrower hereby indemnifies and holds Lender (which shall include the directors, officers, partners, employees, representatives and agents of Lender and any persons or entities owned or controlled by, owning or controlling, or under common control or affiliated with Lender) harmless**

from all liability, damage or expense imposed on or incurred by Lender from any claims under the Leases, including, without limitation, any claims by Borrower with respect to payments of Rents made directly to Lender after an Event of Default and claims by tenants for security deposits or for rental payments more than one (1) month in advance and not delivered to Lender. All amounts indemnified against hereunder, including, without limitation, reasonable attorneys' fees, if paid by Lender shall bear interest at the maximum lawful rate and shall be payable by Borrower in accordance with Paragraph 2.3 hereof. The foregoing indemnities shall not terminate upon the foreclosure, release or other termination of this Mortgage but will survive foreclosure of this Mortgage or conveyance in lieu of foreclosure and the repayment of the Indebtedness and the discharge and release of this Mortgage and the other Loan Documents.

4.10 Records. Upon request by Lender, Borrower shall deliver to Lender executed originals of all Leases and copies of all records relating thereto.

4.11 Merger. There shall be no merger of the leasehold estates created by the Leases, with the fee estate of the Land without the prior written consent of Lender.

4.12 Right to Rely. Borrower hereby authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender without further consent of Borrower, and the tenants may rely upon any written statement delivered by Lender to the tenants. Any such payment to Lender shall constitute payment to Borrower under the Leases. The provisions of this Paragraph are intended solely for the benefit of the tenants and shall never inure to the benefit of Borrower or any person claiming through or under Borrower, other than a tenant who has not received such notice. The assignment of Rents set forth in Paragraph 4.1 is not contingent upon any notice or demand by Lender to the tenants.

ARTICLE V

EVENTS OF DEFAULT

Defaults. The term "Event of Default" as used in this Mortgage shall mean the occurrence of any of the following events:

5.1 Loan Agreement. An Event of Default as set forth in the Loan Agreement; or

5.2 Intentionally Deleted.

5.3 False Representation. Any statement, representation or warranty contained herein, in the Loan Agreement or in any other Loan Document or any other writing delivered to Lender in connection with the Indebtedness is false, or misleading or erroneous in any material respect; or

5.4 Intentionally Deleted.

5.5 Intentionally Deleted.

5.6 Intentionally Deleted.

5.7 Intentionally Deleted.

5.8 Intentionally Deleted.

5.9 Intentionally Deleted.

5.10 Destruction of Mortgaged Property. The Mortgaged Property is so damaged by fire or otherwise that Lender determines in its reasonable judgment that the Mortgaged Property cannot be restored or rebuilt prior to the Maturity Date or there are insufficient funds available to restore or rebuild the Mortgaged Property, taking into account any insurance proceeds received because of the damage; or

5.11 Intentionally Deleted.

5.12 Intentionally Deleted.

5.13 Intentionally Deleted.

5.14 Intentionally Deleted.

5.15 Material Adverse Change. The occurrence of any material, adverse change in the financial condition of any guarantor of Indebtedness.

5.16 Intentionally Deleted.

ARTICLE VI

REMEDIES AND RELATED RIGHTS

If an Event of Default shall occur, Lender may exercise any one or more of the following remedies and shall, in addition to any other rights, have the following related rights, without notice (unless notice is required by Applicable Laws):

6.1 Acceleration. Upon the occurrence of an Event of Default after all applicable grace and cure periods, Lender shall have the option of declaring all Indebtedness in its entirety to be immediately due and payable, and the liens and security interests evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law as Lender may elect.

6.2 Possession. Upon the occurrence of an Event of Default, or any event or circumstance which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default hereunder, Lender is authorized prior or subsequent to the institution of any foreclosure proceedings to enter upon the Mortgaged Property, or any part thereof, and to take possession of the Mortgaged Property and of all books, records and accounts relating thereto and to exercise without interference from Borrower any and all rights which Borrower has with respect to the management, possession, operation, protection or preservation of the Mortgaged Property, including the right to rent the same for the account of Borrower and to deduct from such rents all costs, expenses and liabilities of every character incurred by Lender in collecting such rents and in managing, operating, maintaining, protecting or preserving the Mortgaged Property and to apply the remainder of such rents to the Indebtedness in such manner as Lender may elect in its sole discretion. All such costs, expenses and liabilities incurred by Lender in collecting such rents and in managing, operating, maintaining or preserving the Mortgaged Property, if not paid out of rents as hereinabove provided, shall constitute a demand obligation owing by Borrower and shall be subject to and covered by Paragraph 2.3 hereof. If necessary to obtain the possession provided for above, Lender may invoke any and all legal remedies to dispossess Borrower, including, without limitation, one or more actions for forcible entry and detainer, trespass to try title and restitution. In connection with any action taken by Lender pursuant to this Paragraph 6.2, Lender shall not be liable for any loss sustained by Borrower resulting from any failure to let the Mortgaged Property, or any part thereof, or from any other act or omission of Lender in managing the Mortgaged Property unless such loss is caused by the willful misconduct and bad faith of Lender, nor shall Lender be obligated to perform or discharge any obligation, duty or liability under any Lease covering the Mortgaged Property or any part thereof or under or by reason of this instrument or the exercise of rights or remedies hereunder. **BORROWER SHALL AND DOES HEREBY AGREE TO INDEMNIFY LENDER FOR, AND TO HOLD LENDER (WHICH SHALL INCLUDE THE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF LENDER AND ANY PERSONS OR ENTITIES OWNED OR CONTROLLED BY, OWNING OR CONTROLLING OR UNDER COMMON CONTROL OR AFFILIATED WITH LENDER) HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE WHICH MAY OR MIGHT BE INCURRED BY LENDER UNDER ANY SUCH LEASE OR UNDER OR BY REASON OF THIS MORTGAGE OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER AND FROM ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST LENDER BY REASON OF ANY ALLEGED OBLIGATIONS OR**

UNDERTAKINGS ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS OR AGREEMENTS CONTAINED IN ANY SUCH LEASE. SHOULD LENDER INCUR ANY SUCH LIABILITY, THE AMOUNT THEREOF, INCLUDING COSTS, EXPENSES AND REASONABLE ATTORNEYS' FEES, SHALL BE SUBJECT TO AND COVERED BY PARAGRAPH 2.3 HEREOF. NOTHING IN THIS PARAGRAPH 6.2 SHALL IMPOSE ANY DUTY, OBLIGATION OR RESPONSIBILITY UPON LENDER FOR THE CONTROL, CARE, MANAGEMENT OR REPAIR OF THE MORTGAGED PROPERTY, NOR FOR THE CARRYING OUT OF ANY OF THE TERMS AND CONDITIONS OF ANY SUCH LEASE; NOR SHALL IT OPERATE TO MAKE LENDER RESPONSIBLE OR LIABLE FOR ANY WASTE COMMITTED ON THE MORTGAGED PROPERTY BY THE TENANTS OR BY ANY OTHER PARTIES OR FOR ANY DANGEROUS OR DEFECTIVE CONDITION OF THE MORTGAGED PROPERTY, OR FOR ANY NEGLIGENCE IN THE MANAGEMENT, UPKEEP, REPAIR OR CONTROL OF THE MORTGAGED PROPERTY RESULTING IN LOSS OR INJURY OR DEATH TO ANY TENANT, LICENSEE, EMPLOYEE OR STRANGER. Borrower hereby assents to, ratifies and confirms any and all actions of Lender with respect to the Mortgaged Property taken under this Paragraph 6.2 and agrees that the foregoing indemnity shall not terminate upon release, foreclosure or other termination of this Mortgage.

6.3 Foreclosure. Upon the occurrence of an Event of Default, Trustee, his successor or substitute, is authorized and empowered and it shall be his special duty at the request of Lender to sell the Mortgaged Property or any part thereof situated in the State of Texas at the courthouse of any county in the State of Texas in which any part of the Mortgaged Property is situated, at public venue to the highest bidder for cash. The sale shall take place at such area of the courthouse as shall be properly designated from time to time by the commissioners court (or, if not so designated by the commissioners court, at the courthouse door) of the specified county, between the hours of 10:00 a.m. and 4:00 p.m. (the commencement of such sale to occur within three hours following the time designated in the hereinafter described notice of sale as the earliest time at which such sale shall occur, if required by Applicable Laws) on the first Tuesday in any month after having given notice of such sale at least twenty-one (21) days before the day of sale of the time, place and terms of said sale (including the earliest time at which such sale shall occur) in accordance with the statutes of the State of Texas then in force governing sales of real estate under powers conferred by deeds of trust. Notice of a sale of all or part of the Mortgaged Property by Trustee shall be given by posting written notice thereof at the courthouse door (or other area in the courthouse as may be designated for such public notices) of the county in which the sale is to be made, and by filing a copy of the notice in the office of the county clerk of the county in which the sale is to be made at least twenty-one (21) days preceding the date of the sale, and if the Mortgaged Property to be sold is in more than one county, a notice shall be posted at the courthouse door and filed with the county clerk of each county in which the Mortgaged Property is situated. In addition, Lender shall, at least twenty-one (21) days preceding the, date of sale, serve written notice of the proposed sale by certified mail on Borrower and each debtor obligated to pay the Indebtedness or any portion thereof according to the records of Lender. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid certified mail wrapper, properly addressed to Borrower and each such debtor at the most recent address as shown by the records of Lender, in a post office or official depository under the care and custody of the United States Postal Service. 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. Any sale made by Trustee hereunder may be as an entirety or in such parcels as Lender may request, and any sale may be adjourned by announcement at the time and place appointed for such sale without further notice except as may be required by law. The sale by Trustee of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold; and, if the proceeds of such sale of less than the whole of the Mortgaged Property shall be less than the aggregate of the Indebtedness and the expense of executing this trust as provided herein, this Mortgage and the lien hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale had been made; provided, however, that Borrower shall never have any right to require the sale of less than the whole of the Mortgaged Property but Lender shall have the right, at its sole election, to request Trustee to sell less than the whole of the Mortgaged Property. After each sale, Trustee shall make to the purchaser or purchasers at such sale good and sufficient conveyances in the name of Borrower, conveying the property so sold to the purchaser or purchasers in fee simple with general warranty of title, and shall receive the proceeds of said sale or sales and apply the same as herein provided. Payment of the purchase price to Trustee shall satisfy the obligation of purchaser at such sale therefor, and such purchaser shall not be responsible for the application thereof. The power of sale granted herein shall not be exhausted by any sale held hereunder by Trustee or his substitute or successor, and

such power of sale may be exercised from time to time and as many times as Lender may deem necessary until all of the Mortgaged Property has been duly sold and all Indebtedness has been fully paid. In the event any sale hereunder is not completed or is defective in the opinion of Lender, such sale shall not exhaust the power of sale hereunder and Lender shall have the right to cause a subsequent sale or sales to be made hereunder. Any and all statements of fact or other recitals made in any deed or deeds given by Trustee or any successor or substitute appointed hereunder as to nonpayment of the Indebtedness, or as to the occurrence of any Event of Default, or as to Lender having declared all of such Indebtedness to be due and payable, or as to the request to sell, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to the refusal, failure or inability to act of Trustee or any substitute or successor, or as to the appointment of any substitute or successor Trustee, or as to any other act or thing having been duly done by Lender or by Trustee or any substitute or successor, shall be taken as *prima facie* evidence of the truth of the facts so stated and recited. Trustee, his successor or substitute, may, to the maximum extent permitted by applicable law, appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Trustee, including, without limitation, the posting of notices and the conducting of sales, but in the name and on behalf of Trustee, his successor or substitute.

6.4 Judicial Foreclosure. This Mortgage shall be effective as a mortgage as well as a deed of trust and upon the occurrence of an Event of Default may be foreclosed as to any of the Mortgaged Property in any manner permitted by the laws of the State of Texas or of any other state in which any part of the Mortgaged Property is situated, and any foreclosure suit may be brought by Trustee or by Lender. In the event a foreclosure hereunder shall be commenced by Trustee, or his substitute or successor, Lender may at any time before the sale of the Mortgaged Property direct Trustee to abandon the sale, and may then institute suit for the collection of the Indebtedness, and for the foreclosure of this Mortgage. It is agreed that if Lender should institute a suit for the collection of the Indebtedness and for the foreclosure of this Mortgage, Lender may at any time before the entry of a final judgment in said suit dismiss the same, and require Trustee, his substitute or successor to sell the Mortgaged Property in accordance with the provisions of this Mortgage.

6.5 Receiver. In addition to all other remedies herein provided for, Borrower agrees that upon the occurrence of an Event of Default, or any event or circumstance which, with the lapse of time or the giving of notice, or both, would constitute an Event of Default, Lender shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Mortgaged Property, whether such receivership be incident to a proposed sale of the Mortgaged Property or otherwise, and without regard to the value of the Mortgaged Property or the solvency of any person or persons liable for the payment of the Indebtedness, and Borrower does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment and agrees not to oppose any application therefor by Lender, but nothing herein is to be construed to deprive Lender of any other right, remedy or privilege it may now have under the law to have a receiver appointed; provided, however, that the appointment of such receiver, Trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of Lender to receive payment of the Rents pursuant to Paragraph 4.1 hereof. Any money advanced by Lender in connection with any such receivership shall be subject to and covered by Paragraph 2.3 hereof.

6.6 Proceeds of Sale. The proceeds of any sale held by Trustee or any receiver or public officer in foreclosure of the liens evidenced hereby shall be applied:

FIRST, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to all court costs and charges of every character in the event foreclosed by suit, attorneys' fees and a reasonable fee to Trustee acting under the provisions of Paragraph 6.3 if foreclosed by power of sale as provided in said paragraph, not exceeding five percent (5%) of the proceeds of such sale;

SECOND, to the payment in full of the Indebtedness (including, without limitation, the principal and interest due and unpaid on the Note, attorneys' fees and any other amounts due and unpaid and owed to Lender under this Mortgage) in such order as Lender may elect in its sole direction; and

THIRD, the remainder, if any there shall be paid to Borrower or to such other party or parties as may be entitled thereto by law.

6.7 Lender as Purchaser. Lender shall have the right to become the purchaser at any sale held by any Trustee or substitute or successor or by any receiver or public officer, and any Lender purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Indebtedness owing to such Lender.

6.8 Additional Remedies under the Uniform Commercial Code. Upon the occurrence of an Event of Default, Lender may exercise its rights of enforcement with respect to the Personal Property under the Texas Business and Commerce Code, as amended, (the "Business Code") and in conjunction with, in addition to or in substitution for those rights and remedies:

(a) Lender may enter upon the Mortgaged Property to take possession of, assemble and collect the Personal Property or to render it unusable; and

(b) Lender may require Borrower to assemble the Personal Property and make it available at a place Lender designates which is mutually convenient to allow Lender to take possession or dispose of the Personal Property; and

(c) written notice mailed to Borrower as provided herein ten (10) days prior to the date of public sale of the Personal Property or prior to the date after which any private sale of the Personal Property will be made shall constitute reasonable notice; and

(d) any sale made pursuant to the provisions of this Paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of the Mortgaged Property under power of sale as provided herein upon giving the same notice with respect to the sale of the Personal Property hereunder as is required for such sale of the Mortgaged Property under power of sale; and

(e) in the event of a foreclosure sale, whether made by Trustee under the terms hereof, or under judgment of a court, the Personal Property and the Mortgaged Property may, at the option of Lender, be sold as a whole; and

(f) it shall not be necessary that Lender take possession of the Personal Property or any part thereof prior to the time that any sale pursuant to the provisions of this Paragraph is conducted and it shall not be necessary that the Personal Property or any part thereof be present at the location of such sale; and

(g) prior to application of proceeds of disposition of the Personal Property to the Indebtedness, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by Lender; and

(h) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the Indebtedness or as to the occurrence of any Event of Default, or as to Lender having declared all of such Indebtedness to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by Lender, shall be taken as *prima facie* evidence of the truth of the facts so stated and recited; and

(i) Lender may, to the maximum extent permitted by applicable law, appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Lender, including the sending of notices and the conduct of the sale, but in the name and on behalf of Lender.

6.9 Partial Foreclosure. In the event of an Event of Default in the payment of any part of the Indebtedness, Lender shall have the right to proceed with foreclosure of the liens and security interests evidenced hereby without declaring the entire Indebtedness due, and in such event any such foreclosure sale may be made subject to the unmaturing part of the Indebtedness; and any such sale shall not in any manner affect the unmaturing

part of the Indebtedness, but as to such unmatured part this Mortgage shall remain in full force and effect just as though no sale had been made. The proceeds of any such sale shall be applied as provided in Paragraph 6.6 except that the amount paid under subparagraph SECOND thereof shall be only the matured portion of the Indebtedness and any proceeds of such sale in excess of those provided for in subparagraphs FIRST and SECOND (modified as provided above) shall be applied to installments of principal of and interest on the Note in the inverse order of maturity. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Indebtedness.

6.10 Remedies Cumulative. All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any of the other Loan Documents, or any part thereof, or otherwise benefiting Lender, and Trustee and Lender shall, in addition to the remedies herein provided, be entitled to avail themselves of all such other remedies as may now or hereafter exist at law or in equity for the collection of the Indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and resort to any remedy provided for hereunder or under any such Loan Documents or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

6.11 Resort to Any Security. Lender may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the Indebtedness, in whole or in part, and in such portions and in such order as may seem best to Lender in its sole and uncontrolled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage.

6.12 Waiver. To the full extent Borrower may do so, Borrower agrees that Borrower will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force pertaining to the rights and remedies of sureties or providing for any appraisal, valuation, stay, extension or redemption, and Borrower, for Borrower and Borrower's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of intention to mature or declare due the whole of the Indebtedness, notice of election to mature or declare due the whole of the Indebtedness and all rights to a marshaling of the assets of Borrower, including, without limitation, the Mortgaged Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests hereby created. Borrower shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the right of Lender under the terms of this Mortgage to a sale of the Mortgaged Property for the collection of the Indebtedness without any prior or different resort of collection, or the right of Lender under the terms of this Mortgage to the payment of such Indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other claimant whatever. If any law referred to in this Paragraph and now in force, of which Borrower or Borrower's heirs, devisees, representatives, successors and assigns and such other persons claiming any interest in the Mortgaged Property might take advantage despite this Paragraph, shall hereafter be repealed or cease to be enforced, such law shall not thereafter be deemed to preclude the application of this Paragraph. Notwithstanding anything to the contrary contained herein or any other Loan Document, Borrower does not waive any of Borrower's rights pursuant to Sections 51.003, 51.004, and 51.005 of the Texas Property Code.

6.13 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale Borrower or Borrower's heirs, devisees, representatives, successors or assigns or any other persons claiming any interest in the Mortgaged Property by, through or under Borrower are occupying or using the Mortgaged Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day-to-day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain an action for forcible entry and detainer of said property in the appropriate court having jurisdiction.

6.14 Tender After Acceleration. If, following the occurrence of an Event of Default and the institution of a complaint for judicial foreclosure accelerating the Indebtedness but prior to the foreclosure of this Mortgage, Borrower shall tender to Lender payment of an amount sufficient to pay the entire Indebtedness, such tender shall be deemed to be a voluntary prepayment under the Note and, consequently, Borrower shall also pay to Lender any charge or premium required under the Note or any other Loan Documents to be paid in order to prepay principal and, if such principal payment is made during any period when prepayment is prohibited by this Mortgage, the Note or any of the other Loan Documents the applicable charge or premium shall be the maximum prepayment penalty provided for in the Note; provided, however, that in the event any amount payable under this Paragraph is deemed interest, then the charge or premium required shall be reduced to an amount which when added to all other interest contracted for, charged, received or reserved under the Note, the other Indebtedness or any of the Loan Documents shall not exceed the maximum permitted by applicable law.

ARTICLE VII

MISCELLANEOUS

7.1 Defeasance. If all of the Indebtedness is paid as the same becomes due and payable and if all of the covenants, warranties, undertakings and agreements made in this Mortgage are kept and performed, then and in that event only, all rights under this Mortgage shall terminate and the Mortgaged Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, which shall be released by Lender in due form at Borrower's cost.

7.2 Successor Trustee. Trustee may resign by an instrument in writing addressed to Lender, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Lender. In case of the death, resignation, removal or disqualification of Trustee or if for any reason Lender shall deem it desirable to appoint a substitute or successor Trustee to act instead of the herein named Trustee or any substitute or successor Trustee, then Lender shall have the right and is hereby authorized and empowered to appoint a successor Trustee, or a substitute Trustee, without other formality than appointment and designation in writing executed by Lender and the authority hereby conferred shall extend to the appointment of other successor and substitute Trustees successively until the Indebtedness has been paid in full or until the Mortgaged Property is sold hereunder. In the event the Indebtedness is owned by more than one person or entity, the holders of not less than a majority in the amount of such Indebtedness shall have the right and authority to make the appointment of a successor or substitute Trustee provided for in the preceding sentence. Such appointment and designation by Lender or by the holder or holders of not less than a majority of the Indebtedness shall be full evidence of the right and authority to make the same and of all facts therein recited. If Lender is a state or national banking association or corporation and such appointment is executed in its behalf by an officer of such association or corporation, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation. Upon the making of any such appointment and designation, all of the estate and title of Trustee in the Mortgaged Property shall vest in the named successor or substitute Trustee and he shall thereupon succeed to and shall hold, possess and execute all the rights, powers, privileges, immunities and duties herein conferred upon Trustee; but nevertheless, upon the written request of Lender or of the successor or substitute Trustee, Trustee ceasing to act shall execute and deliver an instrument transferring to such successor or substitute Trustee all of the estate and title in the Mortgaged Property of Trustee so ceasing to act, together with all the rights, powers, privileges, immunities and duties herein conferred upon Trustee, and shall duly assign, transfer and deliver any of the properties and moneys held by said Trustee hereunder to said successor or substitute Trustee. All references herein to Trustee shall be deemed to refer to Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder. Borrower hereby ratifies and confirms any and all acts which the herein named Trustee or his successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof.

7.3 Liability and Indemnification of Trustee. Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever (including, without limitation, Trustee's negligence), except for Trustee's gross negligence or willful misconduct. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. All moneys received

by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder. **BORROWER WILL REIMBURSE TRUSTEE FOR, AND INDEMNIFY AND SAVE HIM HARMLESS AGAINST, ANY AND ALL LIABILITY AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) WHICH MAY BE INCURRED BY HIM IN THE PERFORMANCE OF HIS DUTIES HEREUNDER. "TRUSTEE" SHALL INCLUDE THE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, REPRESENTATIVES AND AGENTS OF TRUSTEE AND ANY PERSONS OR ENTITIES OWNED OR CONTROLLED BY, OWNING OR CONTROLLING OR UNDER COMMON CONTROL OR AFFILIATED WITH TRUSTEE. THE FOREGOING INDEMNITY SHALL NOT TERMINATE UPON RELEASE, FORECLOSURE OR OTHER TERMINATION OF THIS MORTGAGE.**

7.4 Waiver by Lender. Lender may at any time and from time to time in writing (a) waive compliance by Borrower with any covenant herein made by Borrower to the extent and in the manner specified in such writing; (b) consent to Borrower doing any act which hereunder Borrower is prohibited from doing, or consent to Borrower failing to do any act which hereunder Borrower is required to do, to the extent and in the manner specified in such writing; (c) release any part of the Mortgaged Property, or any interest therein, from the lien and security interest of this Mortgage without the joinder of Trustee; or (d) release any party liable, either directly or indirectly, for the Indebtedness or for any covenant herein or in any of the other Loan Documents now or hereafter securing the payment of the Indebtedness, without impairing or releasing the liability of any other party. No such act shall in any way impair the rights of Lender hereunder except to the extent specifically agreed to by Lender in such writing.

7.5 Actions by Lender. The lien, security interest and other security rights of Lender hereunder shall not be impaired by any indulgence, moratorium or release granted by Lender, including but not limited to (a) any renewal, extension, increase or modification which Lender may grant with respect to any of the Indebtedness; (b) any surrender, compromise, release, renewal, extension, exchange or substitution which Lender may grant in respect of the Mortgaged Property, or any part thereof or any interest therein; or (c) any release or indulgence granted to any endorser, guarantor or surety of any of the Indebtedness. The taking of additional security by Lender shall not release or impair the lien, security interest or other security rights of Lender hereunder or affect the liability of Borrower or of any endorser or guarantor or other surety or improve the rights of any permitted junior lienholder in the Mortgaged Property.

7.6 Rights of Lender. Lender may waive any Event of Default without waiving any other prior or subsequent Event of Default. Lender may remedy any Event of Default without waiving the Event of Default remedied. Neither the failure by Lender to exercise, nor the delay by Lender in exercising, any right, power or remedy upon any Event of Default shall be construed as a waiver of such Event of Default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Lender of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Borrower therefrom shall in any event be effective unless the same shall be in writing and signed by Lender and then such waiver or consent shall be effective only in the specific instances, for the purpose for which given and to the extent therein specified. No notice to nor demand on Borrower in any case shall of itself entitle Borrower to any other or further notice or demand in similar or other circumstances. Acceptance by Lender of any payment in an amount less than the amount then due on any of the Indebtedness shall be deemed an acceptance on account only and shall not in any way affect the existence of an Event of Default hereunder.

7.7 Notification of Account Debtors. Lender may at any time after an Event of Default by Borrower notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness included in the Personal Property to pay Lender directly.

7.8 Reproduction as Financing Statement. A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement.

7.9 Fixture Filing. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Mortgaged Property and is to be filed for record in the real property

records in the Office of the County Recorder for the county or counties where the Mortgaged Property (including said fixtures) is situated. This Mortgage shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the Business Code and is to be filed for record in the real property records of the county where the Mortgaged Property is situated. The mailing address of Borrower is set forth on the first page of this Mortgage and the address of Lender from which information concerning the security interest may be obtained is the address of Lender set forth in Paragraph 1.1 of this Mortgage.

7.10 Filing and Recordation. Borrower will cause this Mortgage and all amendments and supplements thereto and substitutions therefor and all financing statements and continuation statements relating hereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Trustee or Lender shall reasonably request, and will pay all such recording, filing, re-recording and refile taxes, fees and other charges.

7.11 Dealing with Successor. In the event the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Borrower, Lender may, without notice to Borrower, deal with such successor or successors in interest with reference to this Mortgage and to the Indebtedness in the same manner as with Borrower, without in any way vitiating or discharging Borrower's liability hereunder or for the payment of the Indebtedness; provided, however, nothing in this Paragraph shall be construed as permitting any transfer of the Mortgaged Property which would constitute an Event of Default under this Mortgage. No sale of the Mortgaged Property, no forbearance on the part of Lender and no extension of the time for the payment of the Indebtedness given by Lender shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Borrower hereunder or for the payment of the Indebtedness or the liability of any other person hereunder or for the payment of the Indebtedness, except as agreed to in writing by Lender.

7.12 Place of Payment. The Indebtedness shall be payable at the place designated in the Note, or if no such designation is made, at the office of Lender at the address indicated in this Mortgage, or at such other place as Lender may designate in writing.

7.13 Subrogation. To the extent that proceeds of the Note are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Mortgaged Property, such proceeds have been advanced by Lender at Borrower's request and Lender shall be subrogated to any and all rights, security interests and liens owned or held by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether said liens, security interests, charges or encumbrances are released; provided, however, that the terms and provisions of this Mortgage shall govern the rights and remedies of Lender and shall supersede the terms, provisions, rights and remedies under and pursuant to the instruments creating the liens, security interests, charges or encumbrances to which Lender is subrogated hereunder.

7.14 Application of Indebtedness. If any part of the Indebtedness cannot be lawfully secured by this Mortgage or if any part of the Mortgaged Property cannot be lawfully subject to the lien and security interest hereof to the full extent of the Indebtedness, then all payments made shall be applied on said Indebtedness first in discharge of that portion thereof which is unsecured by this Mortgage.

7.15 Usury. It is the intention of Borrower and Lender to conform strictly to the usury and similar laws relating to interest from time to time in force, and all agreements between Lender and Borrower, whether now existing or hereafter arising, are hereby expressly limited so that in no contingency or event whatsoever, whether by acceleration of maturity hereof or otherwise, shall the amount paid or agreed to be paid in the aggregate to Lender as interest under the Note, this Mortgage or under the other Loan Documents or in any other security agreement given to secure the indebtedness evidenced by the Loan Documents, or in any other document evidencing, securing or pertaining to the Indebtedness, exceed the maximum rate of interest allowed by applicable law (the "Maximum Rate"). To the extent that Texas law determines the Maximum Rate, the "weekly rate ceiling" from time to time in effect, as defined and calculated in accordance with Chapter 303 of the Texas Finance Code (as the same may be hereafter amended or recodified, the "Statute"), shall be applicable to the Indebtedness; provided, however, that Lender may, in accordance with and to the extent permitted by applicable law, from time to time revise its election of the "weekly rate ceiling" as to current and future balances outstanding, and may use the "quarterly ceiling" from time to time in effect, as such terms are defined in the Statute, or any other legally available "ceiling" as the Maximum Rate under Texas law; provided further, that if the Maximum Rate as determined under any applicable federal law shall at any time exceed the maximum rate of interest as determined under applicable Texas law, then to

the extent permitted by law, the applicable federal rate shall be deemed controlling for the purposes of determining the Maximum Rate during such period of time. In no event shall the provisions of Chapter 346 of the Texas Finance Code be applicable to the indebtedness. If from any possible construction of any document, interest would otherwise be payable hereunder or under any of the other Loan Documents in excess of the Maximum Rate, or in the event for any reason whatsoever any payment by or act of Borrower pursuant to the terms or requirements hereof or of any of the other Loan Documents shall result in the payment of interest which would exceed the Maximum Rate, then any such construction shall be subject to the provisions of this Section, and *ipso facto* such document shall be automatically reformed, without the necessity of the execution of any amendment or new document, so that the obligation of Borrower to pay interest or perform such act or requirement shall be reduced to the limit authorized under Applicable Law, and in no event shall Borrower be obligated to pay any interest, perform any act, or be bound by any requirement which would result in the payment of interest in excess of the Maximum Rate. Any amount received by Lender in excess of the Maximum Rate shall, without further agreement or notice between or by any party hereto, be deemed applied to reduce the principal amount of the Note immediately upon receipt of such moneys by Lender, with the same force and effect as though Borrower had specifically designated such sums to be applied to principal prepayment. The right to accelerate the maturity of the Note or any other Indebtedness does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to charge or receive any unearned interest in the event of acceleration. The provisions of this Section shall supercede any inconsistent provision of this Mortgage or any of the other Loan Documents.

7.16 Notice. Any notice, request, demand or other communication required or permitted hereunder, or under the Note, or under any of the other Loan Documents (unless otherwise expressly provided therein) shall be given in writing by (a) personal delivery, (b) expedited delivery service with proof of delivery, or (c) United States mail, postage prepaid, registered or certified mail, return receipt requested, sent to the intended addressee at the address shown in Exhibit "D" of the Loan Agreement, or to such different address as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given and received either at the time of personal delivery or, in the case of delivery service, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of mail upon deposit in a receptacle of United States mail; provided that service of notice required by the Texas Property Code §51.002 shall be considered complete when the requirements of that statute are satisfied.

7.17 Heirs, Successors and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon Borrower, and the heirs, devisees, representatives, successors and assigns of Borrower including all successors in interest of Borrower in and to all or any part of the Mortgaged Property, and shall inure to the benefit of Trustee and Lender and their respective heirs, successors, substitutes and assigns and shall constitute covenants running with the Land. All references in this Mortgage to Borrower, Trustee or Lender shall be deemed to include all such heirs, devisees, representatives, successors, substitutes and assigns.

7.18 Severability. A determination that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

7.19 Gender and Number. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context otherwise requires.

7.20 Counterparts. This Mortgage may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto or thereto be contained on any one counterpart hereof or thereof. Additionally, the parties hereto agree that for purposes of facilitating the execution of this Mortgage the signature pages taken from the separate individually executed counterparts of this Mortgage may be combined to form multiple fully executed counterparts. All executed counterparts of this Mortgage shall be deemed to be originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

7.21 Joint and Several. Where two or more persons or entities have executed this Mortgage, unless the context clearly indicates otherwise, the term "Borrower" as used in this Mortgage means the grantors hereunder or either or any of them and the obligations of Borrower hereunder shall be joint and several.

7.22 Reporting Requirements. Borrower agrees to comply with any and all reporting requirements applicable to the transaction evidenced by the Note and secured by this Mortgage which are set forth in any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, including but not limited to The International Investment Survey Act of 1976, The Agricultural Foreign Investment Disclosure Act of 1978, The Foreign Investment in Real Property Tax Act of 1980 and the Tax Reform Act of 1984 and further agrees upon request of Lender to furnish Lender with evidence of such compliance.

7.23 Headings. The Paragraph headings contained in this Mortgage are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Paragraphs hereof.

7.24 Consent of Lender. Except where otherwise provided herein, in any instance hereunder where the approval, consent or the exercise of judgment of Lender is required, the granting or denial of such approval or consent and the exercise of such judgment shall be within the sole discretion of Lender, and Lender shall not, for any reason or to any extent, be required to grant such approval or consent or exercise such judgment in any particular manner, regardless of the reasonableness of either the request or Lender's judgment.

7.25 Modification or Termination. The Loan Documents may only be modified or terminated by a written instrument or instruments executed by the party against which enforcement of the modification or termination is asserted. Any alleged modification or termination which is not so documented shall not be effective as to any party. Borrower agrees that it shall be bound by any modification of this Mortgage or any of the other Loan Documents made by Lender and any subsequent owner of the Mortgaged Property, with or without notice to or consent of Borrower, and no such modification shall impair the obligations of Borrower under this Mortgage or under any other Loan Document.

7.26 Negation of Partnership. Nothing contained in the Loan Documents is intended to create any partnership, joint venture or association between Borrower and Lender, or in any way make Lender a co-principal with Borrower with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

7.27 Entire Agreement. The Loan Documents constitute the entire understanding and agreement between Borrower and Lender with respect to the transactions arising in connection with the Indebtedness and supersede all prior written or oral understandings and agreements between Borrower and Lender with respect thereto. Borrower hereby acknowledges that, except as incorporated in writing in the Loan Documents, there are not, and were not, and no persons are or were authorized by Lender to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transaction which is the subject of the Loan Documents.

7.28 INTENTIONALLY DELETED.

7.29 **GOVERNING LAW. THIS MORTGAGE IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN THE STATE OF TEXAS (INCLUDING, WITHOUT LIMITATION, THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEABILITY THEREOF), WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS. TO THE EXTENT ALLOWED BY LAW, BORROWER HEREBY SUBMITS ITSELF TO JURISDICTION IN THE STATE OF TEXAS FOR ANY ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS MORTGAGE, AGREES THAT VENUE FOR ANY SUCH ACTION SHALL BE IN DALLAS COUNTY, TEXAS, AND WAIVES ANY AND ALL RIGHTS UNDER THE LAWS OF ANY STATE TO OBJECT TO JURISDICTION OR VENUE WITHIN DALLAS COUNTY, TEXAS. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS PARAGRAPH SHALL PREVENT LENDER FROM BRINGING ANY ACTION OR EXERCISING ANY**

RIGHTS AGAINST BORROWER IN ANY OTHER COUNTY, STATE OR JURISDICTION PERMITTED BY APPLICABLE LAW. INITIATING SUCH ACTION OR PROCEEDING OR TAKING ANY SUCH ACTION IN ANY OTHER COUNTY, STATE OR JURISDICTION SHALL IN NO EVENT CONSTITUTE A WAIVER BY THE LENDER OF ANY OF THE FOREGOING.

7.30 WAIVER OF JURY TRIAL. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BORROWER AND LENDER HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY OR THE ACTIONS OF LENDER IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF.

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EXECUTED on the date of the acknowledgment set forth below, but this Mortgage is to be effective as of the date first written above.

BORROWER:

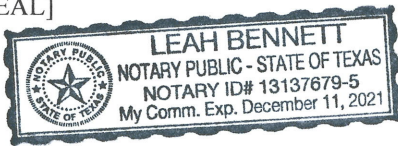
CS 125 HOSPITALITY, LLC,
a Texas limited liability company

By: *William P. Glass*
William P. Glass, Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was subscribed and acknowledged before me on the 21st day of September, 2018, by William P. Glass, being personally known to me or identified to me, as the Manager of CS 125 HOSPITALITY, LLC, a Texas limited liability company, on behalf of said company.

[SEAL]



Leah Bennett
Notary Public in and for the State of Texas

Printed Name of Notary:

Leah Bennett

Notary's commission expires:

12-11-2021

EXHIBIT "A"

Legal Description

TRACT 1:

Being all that certain lot, tract or parcel of land containing 4.328 acres, more or less, situated in the Robert Stevenson League, Abstract 54 and the Thomas Caruthers Survey, Abstract 9, City of College Station, Brazos County, Texas, and being all of that certain called LOT 2A, BLOCK ONE, REPLAT OF PART OF LOT 2, BLOCK ONE, CORNERSTONE COMMERCIAL, SECTION ONE, addition to the City of College Station, Texas, according to the Plat recorded in Volume 3922, Page 282, Official Records of Brazos County, Texas.

TRACT 2:

TOGETHER WITH all right, title, and interest in and to the Easement Estate as created and defined by that Reciprocal Easement Agreement dated, April 15, 1999 recorded in Volume 3479, Page 41 of the Deed Records of Brazos County, Texas, and being over and across the following described property:

Being all that certain lot, tract or parcel of land being 0.152 of one acre situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54 and the THOMAS CARUTHERS SURVEY, Abstract No. 9, City of College Station, Brazos County, Texas, and being a part of that certain Called Lot 2, Block One, of the AMENDING PLAT of CORNERSTONE COMMERCIAL SECTION ONE, of record in Volume 3283, Page 201, Official Records of Brazos County, Texas, same being out of a Called 8.244 acre tract as described in deed from the Federal Deposit Insurance Corporation to C.S.L. of Texas, Inc. of record in Volume 2011, Page 199, Official Records of Brazos County, Texas, said 0.152 acre tract being more particularly described by metes and bounds as follows: COMMENCING at a 1/2" Iron Rod set in the northeast right-of-way line of STATE HIGHWAY NO. 6 for the most southerly corner of a certain 1.803 acre tract, said corner being at the calculated intersection of the southeast line of said Lot 2 and the northeast right-of-way line of STATE HIGHWAY NO. 6; THENCE N 29° 24' 48" W, along the northeast right-of-way line of said STATE HIGHWAY NO. 6 a distance of 377.50 feet to a 1/2" Iron Rod set for the most westerly corner of said 1.803 acre tract, said corner being an exterior corner of a certain 4.328 acre tract, same being the most westerly corner of this 0.152 of one acre tract AND THE BEGINNING POINT OF THIS 0.152 ACRE TRACT; THENCE N 60° 42' 36" E, along a common line between said 1.803 acre tract and said 4.328 acre tract a distance of 227.97 feet to a 1/2" Iron Rod set for the most northerly corner, same being the most northerly corner of said 1.803 acre tract and an interior corner of said 4.328 acre tract; THENCE S 29° 17' 24" E, along a common line between said 1.803 acre tract and said 4.328 acre tract a distance of 312.63 feet to a 1/2" Iron Rod set in the southeast line of said Lot 2 for the most easterly corner same being the most easterly corner of said 1.803 acre tract and an exterior corner of said 4.328 acre tract, said corner being S 44° 46' 24" W a distance of 226.56 feet from a 1/2" Iron Rod found for an exterior corner of said Lot 2; THENCE S 44° 46' 24" W, along the southeast line of said Lot 2 a distance of 13.00 feet to a point for an exterior corner; THENCE N 29° 17' 24" W, a distance of 303.70 feet to a point for an interior corner; THENCE S 60° 42' 36" W, a distance of 215.44 feet to a point in the northeast right-of-way line of said STATE HIGHWAY NO. 6 for an exterior corner; THENCE N 29° 24' 48" W, along said northeast right-of-way line a distance of 12.50 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 6623 square feet or 0.152 OF ONE ACRE OF LAND, MORE OR LESS.

TRACT 3:

TOGETHER WITH all right, title, and interest in and to the Easement Estate as created and defined by that Reciprocal Easement Agreement dated, April 15, 1999 recorded in Volume 3479, Page 41 of the Deed Records of Brazos County, Texas, and being over and across the following described property:

Being all that certain lot, tract or parcel of land being 0.031 of one acre situated in the ROBERT STEVENSON LEAGUE, Abstract No. 54 and the THOMAS CARUTHERS SURVEY, Abstract No. 9, City of College Station, Brazos County, Texas, and being a part of that certain Called Lot 2, Block One, of the AMENDING PLAT of CORNERSTONE COMMERCIAL SECTION ONE, of record in Volume 3283, Page 201, Official Records of Brazos County, Texas, same being out of a Called 8.244 acre tract as described in deed from the Federal Deposit Insurance Corporation to C.S.L. of Texas, Inc. of record in Volume 2011, Page 199, Official Records of Brazos County, Texas, said 0.031 acre tract being more particularly described by metes and bounds as follows: BEGINNING at a 1/2" Iron Rod set in the northeast right-of-way line of STATE HIGHWAY NO. 6 for the most southerly corner, said corner being at the calculated intersection of the southeast line of said Lot 2 and the northeast right-of-way line of STATE HIGHWAY NO. 6, said corner also being the most southerly corner of a certain 1.803

acre tract; THENCE N 29° 24' 48" W, along the northeast right-of-way line of said STATE HIGHWAY NO. 6 a distance of 31.18 feet to a point for the most westerly corner, said corner being S 29° 24' 48" E a distance of 410.87 feet from a concrete right-of-way monument found at an angle point in said right-of-way line; THENCE N 44° 46' 24" E, a distance of 41.50 feet to a point for the most northerly corner; THENCE S 45° 13' 36" E, a distance of 30.00 feet to a point in the southeast line of said Lot 2 for the most easterly corner, said corner being S 44° 46' 24" W a distance of 412.80 feet from a 1/2" Iron Rod found for an exterior corner of said Lot 2; THENCE S 44° 46' 24" W, along the southeast line of said Lot 2 a distance of 50.00 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 1373 square feet or 0.031 OF ONE ACRE OF LAND MORE OR LESS.

TRACT 4:

TOGETHER WITH all right, title, and interest in and to the Easement Estate as created and defined by that Reciprocal Easement Agreement dated, April 15, 1999 recorded in Volume 3479, Page 41 of the Deed Records of Brazos County, Texas, and being over and across the following described property:

Being all that certain lot, tract or parcel of land being 0.156 of one acre situated In the ROBERT STEVENSON LEAGUE, Abstract No. 54 and the THOMAS CARUTHERS SURVEY, Abstract No. 9, City of College Station, Brazos County, Texas, and being a part of that certain Called Lot 2, Block One, of the AMENDING PLAT of CORNERSTONE COMMERCIAL SECTION ONE, of record in Volume 3283, Page 201, Official Records of Brazos County, Texas, same being out of a Called 8.244 acre tract as described in deed from the Federal Deposit Insurance Corporation to C.S.L. of Texas, Inc. of record in Volume 2011, Page 199, Official Records of Brazos County, Texas, said 0.156 acre tract being more particularly described by metes and bounds as follows: COMMENCING at a 1/2" Iron Rod set in the southwest right-of-way line of WOODCREEK DRIVE for the most westerly corner of a certain 1.931 acre tract, said corner being the most northerly corner of the TAC Realty, Inc. Called 0.012 Acre Tract as described in Volume 1565, Page 318, and the calculated most westerly corner of said Lot 2; THENCE with the northwest line of said lot 2 and the southeast right-of-way line of WOODCREEK DRIVE around a curve in a clockwise direction having a delta angle of 09° 52' 04", an arc distance of 153.28 feet, a radius of 890.00 feet, and a chord of N 55° 37' 03" E, a distance of 153.09 feet to a 1/2" Iron Rod found for the point of tangency of said curve; THENCE N 60° 33' 05" E, continuing along the northwest line of said Lot 2 and the southeast right-of-way line of WOODCREEK DRIVE a distance of 121.37 feet to a point for the most westerly corner of this access easement AND THE BEGINNING POINT OF THIS 0.156 ACRE TRACT; THENCE N 60° 33' 05" E along the northwest line of said Lot 2 a distance of 12.50 feet to a 1/2" Iron Rod set for the most northerly corner, said corner being the most westerly corner of a certain 4.328 acre tract and the most northerly corner of said 1.931 acre tract, and bearing S 60° 33' 05" W a distance of 134.07 feet from a 1/2" Iron Rod found for the most northerly corner of said Lot 2; THENCE S 29° 17' 24" E, along a common line between said acre tract and said 4.328 acre tract a distance of 329.51 feet to a 1/2" Iron Rod set for the most easterly corner, same being an interior corner of said 4.328 acre tract; THENCE S 60° 42' 36" W, along a common line between said 1.931 acre tract and said 4.328 acre tract a distance of 228.09 feet to a 1/2" Iron Rod set in the northeast right-of-way line of STATE HIGHWAY NO. 6 for the most southerly corner, same being an exterior corner of said 4.328 acre tract; THENCE N 29° 24' 48" W, along said northeast right-of-way line a distance of 9.55 feet to a Concrete right-of-way monument found for an angle point in said right-of-way; THENCE N 40° 04' 07" W, continuing along said northeast right-of-way line a distance of 3.00 feet to a point for the most southerly west corner; THENCE N 60° 42' 36" E, a distance of 216.17 feet to a point for an interior corner; THENCE N 29° 17' 24" W, a distance of 316.97 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 6814 square feet or 0.156 OF ONE ACRE OF LAND MORE OR LESS.

TRACT 5:

TOGETHER WITH all right, title, and interest in and to the Easement Estate as created and defined by that Reciprocal Easement Agreement dated, April 15, 1999 recorded in Volume 3479, Page 41 of the Deed Records of Brazos County, Texas, and being over and across the following described property:

Being all that certain lot, tract or parcel of land being 0.796 of one acre situated in the ROBERTSON STEVENSON LEAGUE, Abstract No. 54 and the THOMAS CARUTHERS SURVEY, Abstract No. 9, City of College Station, Brazos County, Texas, and being a part of that certain Called Lot 2, Block One, of the AMENDING PLAT of CORNERSTONE COMMERCIAL SECTION ONE, of record in Volume 3283, Page 201, Official Records of Brazos County, Texas, same being out of a Called 8.244 acre tract as described in deed from the Federal Deposit Insurance Corporation to C.S.L. of Texas, Inc. of record in Volume 2011, Page 199, Official Records of Brazos County, Texas, said 0.796 acre tract being more particularly described by metes and bounds as

follows: COMMENCING at a 1/2" Iron Rod found in concrete for the most easterly corner of a certain 4.328 acre tract, same being the most easterly corner of said Lot 2 and Called 8.244 acre tract, said corner being the most southerly corner of Lot 6, Block 13, WOODCREEK Section 4 of record in Volume 1315, Page 217, and also being located on the northwest line of the Edward Uvacek, Jr. called 15 acre tract as described in Volume 274, Page 383; THENCE S 27° 03' 09" W, along the southeast line of said Lot 2 and Called 8.244 acre tract a distance of 80.00 feet to a 1/2" Iron Rod found for an exterior corner of said 4.328 acre tract; THENCE S 44° 46' 24" W, continuing along the southeast line of said Lot 2 and Called 8.244 acre tract a distance of 226.56 feet to a 1/2" Iron Rod set for the most southerly corner of this 0.796 acre tract, same being the most southerly corner of said 4.328 acre tract and the most easterly corner of a certain 1.803 acre tract, said point also being THE BEGINNING POINT OF THIS 0.796 ACRE TRACT; THENCE N 29° 17' 24" W, along a common line between said 4.328 acre tract and said 1.803 acre tract a distance of 312.63 feet to a 1/2" Iron Rod set for an interior corner; THENCE S 60° 42' 36" W, along a common line between said 4.328 acre tract and said 1.803 acre tract a distance of 227.97 feet to a 1/2" Iron Rod set in the northeast right-of-way line of STATE HIGHWAY NO. 6 for a south corner, said corner being N 29° 24' 48" W a distance of 377.50 feet from a 1/2" Iron Rod set for an angle point in said right-of-way line; THENCE N 29° 24' 48" W, along said right-of-way line a distance of 55.00 feet to a 1/2" Iron Rod set for a west corner, said corner being S 29° 24' 48" E a distance of 9.55 feet from a Concrete right-of-way monument found for an angle point in said right-of-way line, said corner being a west corner of said 4.328 acre tract and also being the most southerly corner of a certain 1.931 acre tract; THENCE N 60° 42' 36" E, along a common line between said 4.328 acre tract and said 1.931 acre tract a distance 228.09 feet to a 1/2" Iron Rod set for an interior corner; THENCE N 29° 17' 24" W, along a common line between said 4.328 acre tract and said 1.931 acre tract a distance of 329.51 feet to a 1/2" Iron rod set in the southeast right-of-way line of WOODCREEK DRIVE for the most northerly west corner; THENCE N 60° 33' 05" E, along said southeast right-of-way line of WOODCREEK DRIVE and the northwest line of said Lot 2 and Called 8.244 acre tract a distance of 12.50 feet to a point for the most northerly corner, said corner being S 60° 33' 05" W a distance of 121.57 feet from a 1/2" Iron Rod found for the most northerly corner of said Lot 2 and the most westerly corner of Lot 1, Block One, of said Cornerstone Commercial Section One; THENCE S 29° 17' 24" E, a distance of 693.60 feet to a point in the southeast line of said Lot 2 for the most westerly corner; THENCE S 44° 46' 24" W along said southeast line a distance of 13.00 feet to the PLACE OF BEGINNING containing an area of 34671 square feet or 0.796 of one acre of land more or less.

TRACT 6:

Easement Estate for a nonexclusive, perpetual, free and unobstructed easement for utilities (including drainage) as set forth in Reciprocal Easement Agreement dated April 15, 1999 recorded in Volume 3479, Page 41 of the Deed Records of Brazos County, Texas.

EXHIBIT "B"
Permitted Encumbrances

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

1. Standby fees, taxes and assessments by any taxing authority for the year 2018, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
2. The following easements and/or building setback lines as shown on plat recorded in Volume 3922, Page 282, Official Records of Brazos County, Texas and as shown on Survey dated November 30, 2016, last revised September 20, 2018, prepared by James M. Powers, RPLS No. 5593 on behalf of Red Plains Surveying Company under Project No. 18-304-02U (Tract 1):

15' public utility easement;
20' public utility easement;
55' private access easement;
20' utility easement; and
12.5' private access easements.
3. Easement executed by Woodcreek Joint Venture to City of College Station, dated September 12, 1983, recorded in Volume 602, Page 519, Official Records of Brazos County, Texas, and as noted on Survey dated November 30, 2016, last revised September 20, 2018, prepared by James M. Powers, RPLS No. 5593 on behalf of Red Plains Surveying Company under Project No. 18-304-02U. (All Tracts)
4. Terms, conditions, provisions, and easements as contained in Reciprocal Easement Agreement executed by and between Village Hotel Partners, L.P. and CSL of Texas, Inc., dated effective April 15, 1999, recorded in Volume 3479, Page 41, Official Records of Brazos County, Texas, and as noted on Survey dated November 30, 2016, last revised September 20, 2018, prepared by James M. Powers, RPLS No. 5593 on behalf of Red Plains Surveying Company under Project No. 18-304-02U. (All Tracts)
5. Temporary Blanket Utility Easement executed by Woodcreek Partners, L.P. to City of College Station, Texas, dated December 4, 2000, recorded in Volume 4004, Page 167, Official Records of Brazos County, Texas, and as noted on Survey dated November 30, 2016, last revised September 20, 2018, prepared by James M. Powers, RPLS No. 5593 on behalf of Red Plains Surveying Company under Project No. 18-304-02U. (All Tracts)
6. Undivided Royalty Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated March 28, 1988, recorded in Volume 1036, Page 589, Official Records of Brazos County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s). (All Tracts)
7. Undivided one-sixteenth (1/16) Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated January 21, 1959, recorded in Volume 195, Page 217, Deed Records of Brazos County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interests) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interests). (All Tracts)
8. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated December 11, 1980, recorded in Volume 469, Page 426, Deed Records of Brazos County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s). (AllTracts)

9. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 20, 1977, by and between Edward Uvacek, Jr., et ux, as Lessor, and Chaparral Minerals, Inc., as Lessee, recorded in Volume 28, Page 710, of the Oil and Gas Lease Records of Brazos County, Texas, and as affected by Assignment of Overriding Royalty Interest recorded in Volume 387, Page 561, Deed Records of Brazos County, Texas; Partial Assignment of Oil, Gas and Mineral Leases recorded in Volume 398, Page 684, Deed Records of Brazos County, Texas; Partial Assignment of Oil, Gas and Mineral Lease recorded in Volume 437, Page 241, Deed Records of Brazos County, Texas; Partial Assignment of Oil, Gas and Mineral Lease recorded in Volume 441, Page 44, Deed Records of Brazos County, Texas; Amendment of Assignment of Oil, Gas and Mineral Lease recorded in Volume 444, Page 494, Deed Records of Brazos County, Texas; Amended and extended in an instrument dated September 17, 1982, recorded in Volume 68, Page 704, Oil and Gas Lease Records of Brazos County, Texas; Partial Assignment of Oil, Gas and Mineral Lease recorded in Volume 547, Page 292, Deed Records of Brazos County, Texas; Partial Assignment of Oil, Gas and Mineral Lease recorded in Volume 547, Page 300, Deed Records of Brazos County, Texas; Partial Assignment of Oil and Gas Leases recorded in Volume 551, Page 632, Deed Records of Brazos County, Texas; Partial Assignment of Oil, Gas and Mineral Lease recorded in Volume 558, Page 262, Deed Records of Brazos County, Texas; Assignment recorded in Volume 574, Page 560, Deed Records of Brazos County, Texas; Ratification recorded in Volume 586, Page 531, Deed Records of Brazos County, Texas; Ratification recorded in Volume 591, Page 243, Deed Records of Brazos County, Texas; Ratification recorded in Volume 594, Page 59, Deed Records of Brazos County, Texas; Assignment of Oil, Gas and Mineral Lease recorded in Volume 912, Page 750, Official Records of Brazos County, Texas; Assignment of Oil, Gas and Mineral Lease recorded in Volume 925, Page 358, Official Records of Brazos County, Texas; Partial Assignment of Oil, Gas and Mineral Lease recorded in Volume 951, Page 239, Official Records of Brazos County, Texas; and Partial Assignment of Oil, Gas and Mineral Lease recorded in Volume 1135, Page 829, Official Records of Brazos County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s). (All Tracts)
10. The following survey matters shown on Survey dated November 30, 2016, last revised September 20, 2018, prepared by James M. Powers, RPLS No. 5593 on behalf of Red Plains Surveying Company under Project No. 18-304-02U (Tract 1)::

Protrusion or Encroachment of stockade fence
Fire hydrants
11. ASSIGNMENT OF LEASES AND RENTS contained and created in Article IV of that certain instrument entitled DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FINANCING STATEMENT dated September ____, 2018 executed by CS 125 Hospitality, LLC, a Texas limited liability company, in favor of CrossFirst Bank, a Kansas banking corporation, recorded in/under Clerk's File No. _____ of the Real Property Records of Brazos County, Texas.