

indebtedness shall be paid as interest a sum greater than ten percent (10%) per annum of the amount of the indebtedness hereby secured. If any possible construction of the deed of trust or said note or any or all other notes or papers seems to indicate any possibility of a different power given to the holder of said indebtedness hereby secured, or any authority to ask for, demand or receive any larger rate of interest, such is a mistake in calculation or wording, which this clause shall override and control and proper adjustment shall be made accordingly.

2. This deed of trust, for convenience only, has been divided into Articles and paragraphs, and it is understood that the rights, powers, privileges, duties and other legal relations of said Mortgagor, holder of said indebtedness secured hereby, and Trustee, shall be determined from this instrument as an entirety and without regard to the aforesaid division into Articles and paragraphs and without regard to headings prefixed to said Articles.

3. The terms used to designate any of the parties herein, shall be deemed to include the heirs, representatives, successors and assigns of such parties, and the term "Mortgagee" shall also include any lawful owner, holder or pledgee of any indebtedness secured hereby. Whenever the context hereof requires, reference herein made to the single number shall be understood to include the plural and likewise the plural shall be understood as to include the singular. Words denoting sex shall be construed to include the masculine, feminine and neuter when such construction is appropriate and specific enumeration shall not exclude the general but shall be construed as cumulative.

4. Every right and remedy herein provided for shall be cumulative of each and every other right or remedy of Mortgagee whether herein or otherwise conferred and may be enforced concurrently therewith, and the unenforceability or invalidity of any one or more provisions, clauses, sentences and/or paragraphs of this instrument shall not render any other provision, clause, sentence or paragraph unenforceable or invalid. No security heretofore, herewith or subsequently taken by Mortgagee shall in any manner impair or affect the security given by this instrument or any security by endorsement or otherwise presently or previously given; and all security shall be taken, considered and held as cumulative.

5. These presents shall be binding upon the parties, their heirs, successors and assigns, and shall inure to the benefit of the holder of the indebtedness hereby secured.

6. This deed of trust and chattel mortgage have been simultaneously executed in a number of identical counterparts, each of which shall for all purposes be deemed an original.

7. If at any time during the life of this Deed of Trust Mortgagor has on deposit with Mortgagee any sum or sums of money and the same be attempted to be reached by any special writ by any third party or by state or federal government of any agency, then in such event this obligation, at the election of the Mortgagee, with or without notice, shall become immediately due and payable and Mortgagee shall have the right to apply the whole of said sum on deposit or so much thereof as is necessary to liquidate or partly liquidate Mortgagor's obligation to Mortgagee.

ARTICLE VIII EXTENSION AND SUBROGATION

The note expressly described above evidences, in part, money loaned or advanced by Mortgagee to Mortgagor, at the special instance and request of Mortgagor, to renew and extend the unpaid balance of certain obligations which Mortgagor represents are valid and payable in accordance with their tenor and effect and are secured by valid and subsisting first against the mortgaged property or portions thereof, and Mortgagee is hereby expressly subrogated to any and all rights, titles, liens, equities and remedies securing same, which said obligations are described as follows, to-wit:

WITNESS MY hand this 9th day of April 1971

THE FIRST STATE BANK, ABILENE, TEXAS

By: Lavelle Layfield
(Lavelle Layfield)
P. O. Box 3218
Abilene, Texas 79604

James E. Russell

101 Petroleum Building
Abilene, Texas

MORTGAGEE

MORTGAGOR

THE STATE OF TEXAS
COUNTY OF Taylor

Before me, the undersigned authority, on this day personally appeared James E. Russell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 9th day of April 1971

Notary Public,
County, Texas.

Gladys Crump

THE STATE OF TEXAS
COUNTY OF Taylor

Before me, the undersigned authority, on this day personally appeared _____ and _____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said _____, wife of the said _____, after having been examined by me privily and apart from her husband, then the said _____ acknowledged to me that she willingly executed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____, 1971

Notary Public,
County, Texas.

THE STATE OF TEXAS
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ and as the President thereof, for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 1971

Notary Public,
County, Texas.

THE STATE OF TEXAS
COUNTY OF _____

I, _____, County Clerk, do hereby certify that the foregoing Deed of Trust was filed in my office for record on the _____ day of _____ A. D., 1971, at _____ o'clock _____ M. and duly recorded on the _____ day of _____ A. D., 1971, in book _____ page _____ records of Deeds of Trust _____ County, Texas.

WITNESS MY HAND AND OFFICIAL SEAL at my office in _____, Texas, this _____ day of _____ A. D. 1971

County Clerk
County, Texas.

By _____ Deputy.

(L.S.)