## ₹ TRUST DEED UNOFFICIAL 5000 PAYSO

۸ T	S INDENTURE, made NOV	/ember 28,	,	19 <u>90</u> , between	Kermit Co	y, as to	3/	<u>4 inte</u>
ouean	ne D. Coy, as to	1/4 interes	t. marrie	địa safarand to sa 116	Smatane" and			
	o each other	1,4 11100100	C / MOLL HE	em referred to as	Jiantois , and _			
·	S.H. LEWIS	, AVP	of 250	E Carpenter	Freeway	Irving	TX.	IMXXX
here	in referred to as "Trustee", w	/itnesseth:						
THA	AT, WHEREAS the Grantors 1	nave promised to pay	to Associates F	inance, Inc., herein	referred to as "Be	eneficiary", th	ne l <b>e</b> ga	l holder
of th	ne Loan Agreement hereinafte	r described, the pri	ncipal amount o	f thirty six	thousand	two hun	dred	<u>1</u>
d fo	rty one and 74/10	0******	*****	*****	**** Dollars	(\$ 36,241	.74	),
	ther with interest thereon at t					,,		,.
<b>B</b>	Agreed Rate of Interest: 15	.59 % per year	on the unpaid	principal balances.				
	Agreed Rate of Interest: This me Loan rate. The literest rat							
	serve Board's Statistical Relea							
bus Services	decrease on the 15th day of .h. pf the end of the second myn- pe-month anniversary of the fir	e month the third loads prior to the month s' pa' ment, has incre	fore, the initial in an payment is du h during which ased or decrease	nterest rate is te, and every third m the third payment w d by at least 1/4 of a p		he interest rate f the Bank Pr any like mont from the rate for	e will in time Land the precent the p	oan rate ceding a previous
	s than % per year	r, nor more than	% per ye	ar. If the index is no	longer available	, Beneficiary	will c	hoose a
	v index which is based upon of ive part or all of any adjustme	comparal le informat ent resulting from a	ion. Benetīciary n interest rate ir	will give notice of t icrease.	his choice. Bene	ficiary reserv	es the	right to
377 E. Butter	justments in the Agreed Rate	of Interest shall be	given effect by c	hanging the dollar a	mounts of the re	maining mon	thly pa	ayments
so t	hat the total amount due under	said Loan Agreemer.	will be paid by t	he original Last Paym	ent Date of	W 2	19_	<u> </u>
T	he Grantors promise to pay the							ary, and
deli	ivered in 180 consecutiv	e monthly installmer	its: 1	553.32 . fe	ollowed by 179	at \$ 521	.94	
foll	owed by <u>-0-</u> at \$00	with the	first installment	beginning on Jan	uary 5,	191		and the
	naining installments continuing				(Month & Day)			
rem	aming installments continuing	g on the same day of	each monun (*)	rancer until luny par	u. An or salu pag	yments being	mauc	payaoic (
	2000111	or at such place as	the Beneficiar	c. other holder ma	v. from time to t	ime, in writi	ng app	oint.
	OW, THEREPORE, the Gruntors to secure the pr	or at such place as	the Beneficiary	or other holder ma	y, from time to t must Deed, and the perform	ime, in writing	ng app	oi <b>nt</b> . ,
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## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS TRUST DEED):

- 1. Grantors shall: 1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep and promises in good condition and repair, without wave, and free from mechanics or other liens or claims for lien not expressly subordinated to the lien hereof, (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the hen hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to Beseffersny; (4) complete within a resonable plane any buildings once or at any time is process of execution upon said premises, (5) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (6) make no material alterations on said premises except as required by faw or municipal ordinance.
- Grantors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, never service charges, and other charges against the provided by a tax or assessment which Grantors shall pay in full under protest, in the manner provided by a tax or assessment which Grantor may desire to contest.
- 3. Grantors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or duringe by fire, lightning or windsterm under policies previding for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactary to the Bandiclary, under insurance policies payable, in case of loss or dainage, to Trustee for the benefit of the Beneficiary, such rights to be evidenced by the standard mortgage clause to be attached to each policy and shall deliver all policies, including additional and renewal policies, to Beneficiary, and in case of insurance about to expire, shall deliver renewal policies not less than ien days prior to the respective dates of expiration.
- 4. In case of default therein, Trustee or Beneficiary may, but need not, make any payment or perform any act hereinhefore required of Grantors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encombrances, if any, and purchase, discharge, compromise or settle any tax been or other prior lies or title or claim thereof, or redeemed from any tax asks or contest any tax been or other prior lies of claim thereof, or redeemers from any tax asks or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fost, and any other moneys advanced by Trustee or Beneficiary to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the annual percentage rate stated in the Loan Agreement this Trust Deed secures. Inaction of Trustee or Beneficiary shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Grantors.
- 5. The Trustee or fleneficiary hereb, accured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate great public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfesture, tax here or title or claim there
- 6. Grantors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the option of Beneficiary, and without notice to Granjors, all unpaid indebtedness secured by this Trust Deed shall, notwithstanding anything in the loan Agreement or in this Trust Deed to the contrary, become due and payable (at immediately in the case of default, making payment of any mataline, as in the loan Agreement, or its whone default shall occur and continue for three days in the performance of any other agreement of the Grantors become matalined, or (a) immediately if all or part of the Juni set are sold or transferred by the Grantors without Beneficiary's prior written consent.
- 7. When the indebtedness hereby r cured shall become due whether by acceleration or otherwise, Beneficiary or Trustee shall have the right to foreclose the less hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Bosoficiary for attorney's fees, Trustee's fees, appraiser (see, outlay for documentary and expert evidence, atmographers' charges, publication custs and costs (which may be celimated as to stems the expended after entry of the decree to for procuring all such size rests of title, it its exactives and examinate policies. Tourren certificates, and similar data and assurances with respect to title as Trustee are Beneficiary may deem to be reasonably necessary, it is the to prosecute such and to to evidence to hiddens at any sale which may be had pursuant to such decree the true condition of the title of the value of the premises. All expenditures and expenses of the nature in this pragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest there are the annual percentage rate stated in the Laten to the forest contained the proceedings, to which either of them shall be a party, it is er as plaintiff, claimant or defendant, by reason of this trust deed or may indebtedness hereby eccured; or to preparations for the outsinessesses of any uniform the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced;
- 8. The proceeds of any foreclosure sale of the prei, see shalf be distributed and applied in the following order of priority: First, on account of all costs and espenses incident to the forecless, including all such items as are mentioned in the exceeding paragraph hereof, second, all other items which under the terms hereof constitute secured indebtadaes additional to that evides by the Loan Agreement, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Grantors, their heirs, legal representative assigns, as their rights may appear.
- 9. Upon, or at any time after the filing of a bill to foreclose the "ar need, the court in which such bill is filed may appoint a receiver of said promises. Such appointment may be made either baller after as le, without notice, without regard to the solvency or insolvency. Grantors at the time of application for such receiver and without regard to the then value of the premises or whether the name be then occupied as a homestead or not and the Trustee hereunder may be up mind as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said profits, and all other powers which may be necessary or are usual in such cases when Grante source, management and operation of the promises during the whole of and per-1. "In Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or fag of (1) The indebtedness sectored hereby, or by any decree foreclosing this Trust Dec., or not as, special assessment or other lien which may be or become superior to the liest hereof or of such sections;

  10. The Trustee or Beneficiary has the option to demand that the balance due on the "are secured by this trust deed be paid in full on the third anniversary of the loss date of the loss and when the subsequent anniversary dec. If the option is exercised, Grantors shall be given write. The of the cleation at least 90 days before payment in full is due. If payment is not made when due, Trust or Beneficiary has the regist to exercise any remedies permitted under this trust deed.
- 11. No action for the enforcement of the lien or of any provision hereof shall be subject to an defer we which would not be good and available to the party interposing same in an action at law upon note hereby secured.
  - 12. Trustee or Beneficiary shall have the right to inspect the premises at all reasonable times and rices thereto shall be permitted for that purpose
- 13. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor mall frustee be obligated to record this trust deed or to exercise any power hursin gives understructured by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of gr as r alignace or misconduct and Trustee may require indemnsions unliabilities unliable to Trustee before terrising any power herein given.
- 14. Upon presentation of satisfactory evidence that all indebtedness secured by this Trust Deed has been fully price where before or after metarity, the Trustee shall have full and idend, the lies thereof, by proper instrument.
- 15. In case of the resignation, inability or refusal to act of Trustoc, the Box powers and authority as are herein given Trustoc.
- 16. This Trust Deed and all provisions hereof, shall extend to and be binding upon Grantors and all persude all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether efficiary as used hereis shall mean and include any successors or assigns of Beneficiary. claiming ut let or through Grantors, and the word "Grantors" when used berein shall not such persons shall have executed the Loss Agreement or this Trust Deed. The term PAS CH

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