

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

MODIFICATION, RENEWAL AND EXTENSION OF REAL ESTATE NOTE AND LIEN

DATE: April 4th 2021, Effective April 2, 2021

NOTE DATE: October 4, 2005

ORIGINAL AMOUNT: One Hundred Fifty Thousand and & NO/100s (\$150,000.00)

MAKER: Elton Goodwin

PAYEE: Texas Bank

UNPAID PRINCIPAL AND INTEREST: Thirty-Eight Thousand Ninety-Three Dollars & 09/100s (\$38,093.09)

ORIGINAL DATE OF MATURITY: as provided therein

HOLDER OF NOTE AND LIEN: Texas Bank

HOLDER'S MAILING ADDRESS: P. O. Box 1990/1120 US Highway 79 N
Henderson, Rusk County, Texas 75653-1990

OBLIGOR: Elton Goodwin

OBLIGOR'S MAILING ADDRESS: 225 County Road 260
San Augustine, TX 75972

NOTE AND LIEN ARE DESCRIBED IN THE FOLLOWING DOCUMENTS, RECORDED IN:

Deed of Trust dated October 4, 2005 under Clerk's File Number 11943, Volume 65, Page 109, Official Public Records of San Augustine County, Texas.

Deed of Trust dated October 4, 2005 under Clerk's File Number 2005-6419, Volume 1032, Page 954, Official Public Records of Shelby County, Texas.

Extension of Real Estate Note and Lien dated October 7, 2010 but effective October 3, 2010 under Clerk's File Number 2010-00000824 Official Public Records of San Augustine County, Texas

Extension of Real Estate Note and Lien dated October 7, 2010 but effective October 3, 2010 under Clerk's File Number 2010-012110, Volume 188, Page 527, Official Public Records of Shelby County, Texas

Extension of Real Estate Note and Lien dated November 3, 2015 but effective October 3, 2015 under Clerk's File Number 00056820, Volume 325, Page 431, Official Public Records of San Augustine County, Texas.

Extension of Real Estate Note and Lien dated November 3, 2015 but effective October 3, 2015 under Clerk's File Number 2016001306, Official Public Records of Shelby County, Texas.

PROPERTY

All that certain tract or parcel of land being situated in San Augustine County and Shelby County, Texas and more particularly described on the attached Exhibit "A" made apart thereof for all purposes.

ANNUAL INTEREST RATE ON MATURED, UNPAID AMOUNT: 18%

ACCRUAL METHOD: Interest will be calculated on a 365 basis

TERMS OF EXTENSION:

5% late fee of the overdue payment of principal and interest if more than 15 days late.

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5% late fee of the overdue payment of principal and interest if more than 15 days late.

Principal and interest at the rate of Five and One-Half (5.50%) percent annum, shall be due and payable in 40 monthly installments, the first 39 installments being payable monthly in the amount of \$1071.97 each, which installments shall be applied first to accrued interest and the balance to principal; the first of such monthly installments shall become due and payable on or before the 2nd of May 2021, and a like installment shall become due and payable on or before the 2nd day of each succeeding month thereafter until 39 monthly payments have been made; the final 40th installment shall be in the amount of the balance due on principal plus all accrued interest on said note, and such amount shall be payable on or before August 2, 2024; in the event any of the 39 monthly installments have not been timely paid, then such installments shall also be due and payable on the date of the 40th or final installment, plus any delinquent interest on said installment.

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ALL LOAN PAYMENTS MUST BE ACCOMPANIED BY THE ACCOUNT NUMBER OR PAYMENT COUPON PROVIDED. LOAN PAYMENTS MUST BE SENT TO, 1120 US HWY. 79 N., P.O. BOX 1990, HENDERSON, TX 75693-1990. LOAN PAYMENTS MAY ALSO BE MADE IN PERSON TO PERSONNEL IN ANY OF OUR BRANCH LOBBY LOCATIONS. OUR HOURS OF OPERATION FOR RECEIVING LOAN PAYMENTS ARE 9 A.M. - 6 P.M. MONDAY-FRIDAY, EXCEPT BANK HOLIDAYS. PAYMENTS RECEIVED ON SATURDAY WILL BE CREDITED AS OF THE NEXT LOAN OPERATIONS BUSINESS DAY OR AS OTHERWISE PERMITTED BY LAW.

Venue for any lawsuit arising under the terms of this agreement shall be in the appropriate court of Rusk County, Texas

If the Obligor is not primarily liable on the note, Obligor nevertheless agrees to pay the note.

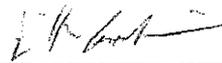
Obligor promises to pay to the order to Holder of note and lien, according to the terms of extensions of maturity, the unpaid principal and interest; Obligor also extends the liens.

The note and liens continue as written, except as provided in this instrument.

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

DUE TO THE FACT THAT THIS INDEBTEDNESS IS DUE AND PAYABLE ON OR BEFORE AUGUST 2, 2024 THERE COULD BE A BALANCE STILL OWING ON THE INDEBTEDNESS AT MATURITY. AT MATURITY, AS ABOVE STATED, THIS INDEBTEDNESS IS PAYABLE IN FULL. AT MATURITY, YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME BANK.

THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES, THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES



Elton Goodwin

AGREED TO AND ACCEPTED BY
THE OWNER AND HOLDER OF SAID
NOTE:

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TEXAS BANK



BY:

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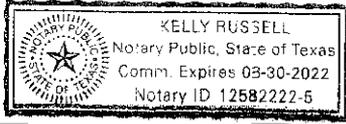
2024

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The State of Texas

The County of Windsor

The foregoing instrument was acknowledged before me on this the 14 day of April, 2021 by Eiton Goodwin.



Kelly Russell
NOTARY PUBLIC in and for the State of Texas

The State of Texas

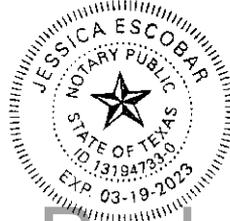
The County of Rusk

This instrument was acknowledged before me on this the 14th day of April, 2021 by Kim Cobb VP of TEXAS BANK, a banking corporation, on behalf of said corporation and in the capacity therein stated.

Jessica Escobar
NOTARY PUBLIC in and for the State of Texas

After Recording Return to:
Texas Bank
PO Box 1990
Henderson, Texas 75653

Loan origination organization: Texas Bank
NMLS ID: 402965
Loan originator: Rick Tucker
NMLS ID: 477208



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EXHIBIT "A"

TRACT ONE:

Being 27.55 acres of land more or less and being a part of a 58 acre tract, being the land described in Deed from J. W. Butler, T. A. Butler, H. O. Butler, Leon Jamison, Neil Jamison, Louise Jamison Farr, and Lucille Jamison Kenner to Barney Butler and wife, Sylvia Y'vonne Butler dated June 15, 1972 recorded in Vol. 170, page 216 of the Deed Records of San Augustine County, Texas, and being a part of the SOLOMON RUYLE SURVEY, A-235 and being located approximately 12 miles West of the court house in San Augustine, Texas and being more particularly described by metes and bounds to follow to-wit:

BEGINNING: At the SW corner of said 58 acre tract, being in the SBL of said Soloman Ruyle Survey and a NBL of the Anthony Gray Survey, A-640, and also being the SE corner of a 55 acre tract from Inez Derrick to Ellis Butler, dated September 20, 1948, recorded in Vol. 103, Page 71.

THENCE: N 5 00' W, along a WBL of said 58 acre tract and the EBL of said Ellis Butler tract to its internal N. E. corner, a distance of 902.78 feet.

THENCE: N 70 01'E, to a internal S. E. corner of said 58 acre tract, being the S. W. corner of T. A. Butler's 75 acre tract, a distance of 326.03 feet.

THENCE: East, along a NBL of said 58 acre tract to its external N. E. corner, a distance of 1333.33 feet.

THENCE: S 12 00' W, along a EBL of said 58 acre tract to its S. E. corner, being in the SBL of said Soloman Ruyle Survey and the NBL of the James Moss Survey, A-191, a distance of 583.33 feet.

THENCE: S 73 00' W, along the SBL of said 58 acre tract, being the SBL of said Soloman Ruyle Survey, 1505.56 feet to the PLACE of BEGINNING and CONTAINING 27.55 acres of land more or less.

TRACT TWO:

Being 55 acres of land, more or less, situated about 12 miles southwest of the town of San Augustine County, Texas, being the land conveyed by J. W. Butler and wife, Sallie Butler and H. O. Butler to Barney Butler in Deed dated November 19, 1981, recorded in Vol. 229, Page 443 in the Deed Records of San Augustine County, Texas, out of the MILTON GARRETT SURVEY, A-121 and the SOLOMON RUYLE SURVEY, A-235, and being more particularly described as follows:

BEGINNING: at a stake in the East margin of the Broaddus Road where said road intersects the Donahoe Lane;

THENCE: up said road as follows:

North 13-1/2 degrees West 393 vrs.,

North 10 degrees West 400 vrs. to a stake in the East margin of said Broaddus Road, a hackberry marked X vrs. South 13 East 8 vrs;

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THENCE: South 88 degrees East 132 vrs. to a hickory tree for corner;

THENCE: South 56 degrees East 580 vrs. to a stake for corner;

THENCE: South 5 degrees East 325 vrs. to a stake for corner in the south boundary line of W. H. Butler's lands, this corner being the northeast corner of Elroy Mettauer's land;

THENCE: South 76 degrees West 500 vrs. to the place of beginning;

SAVE LESS AND EXCEPT: 2.6 acres of land more or less, conveyed by Ellis Butler to J. W. Butler by deed dated November 6, 1958, recorded in Vol. 126, Page 389 of the Deed Records of San Augustine County, Texas, LEAVING HEREIN 52.40 acres.

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TRACT THREE: Being 89.00 acres of land more or less, a part of the J.J. HENNIS SURVEY A-309, Shelby County, Texas and A-319, San Augustine County, Texas, and the land described in the Deed from SYLVIA YVONNE BUTLER to ELTON GOODWIN, dated December 22, 2003, and recorded in Vol. 47, Pg. 53, Real Property Records of San Augustine County, Texas;

BEGINNING at the SW corner of said 127 acre tract in the WBL of the said J.J. HENNIS SURVEY;

THENCE North along the WBL of said 127 acre tract being the WBL of said J.J. HENNIS SURVEY, 573.35 vrs., a stake set for the corner;

THENCE South 69 deg. 34 min. East to the center-line of a County Road, a distance of 1290.04 vrs. to a stake set for corner;

THENCE South 39 deg. 43 min. West along the center-line of said County road, 103.21 vrs. a railroad spike set for corner;

THENCE South 55 deg. 00 min. East to the EBL of said 56 acre tract, a distance of 442.94 vrs., an iron stake set for corner;

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THENCE South 72 deg. 00 min. West along the SEBL of said 56 acre tract to its SW corner, a distance of 406.74 vrs;

THENCE North 46 deg. 00 min. West along the SWBL of said 56 acre tract to the SE corner of a 5 acre tract, a distance of 139.82 vrs;

THENCE North 25 deg. 00 min. East along the EBL of said 5 acre tract to NE corner, a distance of 208.50 vrs;

THENCE North 60 deg. 00 min. West along the NBL of said 5 acre tract, 100 vrs.;

THENCE West along the SBL of said 127 acre tract, 1019.88 vrs to the place of beginning, containing 89.00 acres of land, more or less.

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FILED AND RECORDED
REAL PROPERTY RECORDS
On: Apr 21/2021 at 11:03A
Document Number: 00069861
Amount: 62.00
HONORABLE Marco Noble
COUNTY CLERK
cc
Caroline Smith, Deputy
San Augustine County
ANY PROVISION HEREIN WHICH RESTRICTS
THE SALE, RENTAL OR USE OF THE
DESCRIBED REAL PROPERTY BECAUSE OF
FUTURE STATE OR FEDERAL AND
UNENFORCEABLE UNDER FEDERAL LAW.

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