

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

EXTENSION OF REAL ESTATE NOTE AND LIEN

DATE: <sup>NOV.</sup> ~~October~~ 3, 2015 effective October 3, 2015

NOTE: DATE: October 4, 2005  
ORIGINAL AMOUNT: One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00)

MAKER: Elton Goodwin

PAYEE: Texas Bank

UNPAID PRINCIPAL AND INTEREST: Ninety Two Thousand Forty Six and 58/100 Dollars (\$92,046.58)

ORIGINAL DATE OF MATURITY: as provided therein

HOLDER OF NOTE AND LIEN: Texas Bank

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

OBLIGOR: Elton Goodwin  
OBLIGOR'S MAILING ADDRESS: 225 CR 260  
San Augustine, TX 75972-5440

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.

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

00883820 BK 325 457

**TERMS OF EXTENSION:**

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

Principal and interest at the rate of Six and Three Quarters Percent Annum (6.75%), shall be due and payable in 66 monthly installments, the first 65 installments being payable monthly in the amount of \$1,057.02 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 day of November, 2015, and a like installment shall become due and payable on or before the 2nd day of each succeeding month thereafter until 65 monthly payments have been made; the final 66th 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 April 2, 2021 in the event any of the 65 monthly installments have not been timely paid, then such installments shall also be due and payable on the date of the 66th or final installment, plus any delinquent interest on said installment.

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 April 2, 2021. 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 NOT WRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES



Elton Goodwin

Loan Origination Organization: Texas Bank  
NMLS ID: 402965  
Loan Originator: Rick Tucker  
NMLS ID: 477208

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

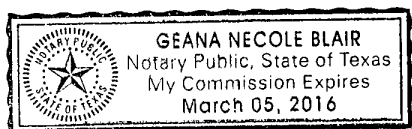
TEXAS BANK

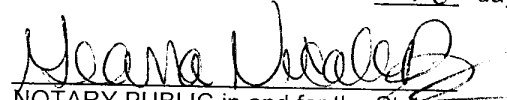
  
BY:

The State of Texas

The County of Nacogdoches

The foregoing instrument was acknowledged before me on this the 3rd day of November 2015 by Elton Goodwin

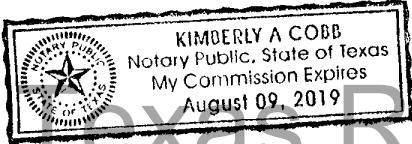


  
NOTARY PUBLIC in and for the State  
Of Texas

The State of Texas

The County of Rusk

This instrument was acknowledged before me on Nov 6,  
2015 Paul Morris EXP of TEXAS BANK, a banking corporation, on  
behalf of said corporation and in the capacity therein stated.



Kimberly A. Cobb  
NOTARY PUBLIC in and for the State of  
Texas

After Recording Return to:  
Texas Bank  
P.O. Box 1990  
Henderson, Texas 75653

Texas Royalty Brokers

Texas Royalty Brokers

FILED AND RECORDED  
REAL PROPERTY RECORDS  
On: Nov 09, 2015 at 01:22P  
Document Number: 00056820  
Amount 34.00  
HONORABLE Margo Noble  
COUNTY CLERK  
Caroline Boyd, Deputy  
San Augustine County  
ANY PROVISION HEREIN WHICH RESTRICTS  
THE SALE, RENTAL OR USE OF THE  
DESCRIBED REAL PROPERTY BECAUSE OF  
COLOR OR RACE IS INVALID AND  
UNENFORCEABLE UNDER FEDERAL LAW.

00056820  
BR

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