

Prepared By:

When Recorded, Return To:

DEED OF TRUST

HOME EQUITY LINE OF CREDIT

THIS DEED OF TRUST SECURES AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

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 TRANSFERS 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.

THIS DEED OF TRUST is made this _____ day of _____, _____.
The grantor is _____ herein "Borrower" whether one or more).
The trustee is _____ (herein "Trustee"),
whose address is _____.
The beneficiary is _____ which is
organized and existing under the laws of _____,
whose address is _____
_____ (herein "Lender").

WHEREAS, BORROWER, in consideration of the indebtedness herein recited and the trust herein created;
TO SECURE to Lender

1. The repayment of the indebtedness due and to become due under the terms and conditions of the LOANLINER® Home Equity Plan Credit Agreement and Truth in Lending Disclosures made by Borrower and dated _____ and all extensions and renewals thereof (herein "Credit Agreement"), Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Deed of Trust. The total outstanding principal balance owing at any one time under the Credit Agreement (not including interest thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed _____ (\$ _____).

That sum is referred to in the Credit Agreement as the Credit Limit. On the Final Payment Date, _____ years from the date of this Deed of Trust, the entire indebtedness under the Credit Agreement, if not paid earlier, is due and payable.

2. The payment of all other sums advanced in accordance herewith to protect the security of this Deed of Trust, with interest thereon at a rate which may vary as described in the Credit Agreement.

3. The performance of Borrower's covenants and agreements under this Deed of Trust and under the Credit Agreement, Borrower hereby irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of _____, State of Texas:

which has the address of _____, [Street] [City]
Texas _____ (herein "Property Address");
[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, water rights, and fixtures now or hereafter a part of the property, all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

It is understood and agreed that the Credit Agreement is not secured by any additional real or personal property other than the Property. Borrower represents and warrants that the Property is not designated for agricultural use as provided by any applicable statute governing property tax, unless such Property is used primarily for the production of milk.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower represents and warrants that the indebtedness evidenced by the Credit Agreement is the only debt secured by the Property except for debt made for (i) the purchase money for the Property, or a part of such purchase money, (ii) taxes due on the Property, (iii) an owelty of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition, including a debt of one spouse in favor of the other spouse resulting from a division or an award of a family homestead in a divorce proceeding, (iv) the refinance of a lien against the Property, including a federal tax lien resulting from the tax debt of both spouses, if the Property is a family homestead, or from the tax debt of the owner, (v) work or material used in constructing new improvements on the Property, contracted for in writing, or work or material used to repair or renovate existing improvements thereon. Borrower warrants and covenants that Borrower will defend the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all interest thereon and applicable other charges as provided in the Credit Agreement.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day payments of principal and interest are payable under the Credit Agreement, until the Credit Agreement is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attach priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of the execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made.

If the amount of the Funds held by Lender, together with the future periodic installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on future periodic installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Credit Agreement, and then to the principal of the Credit Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

Borrower shall promptly discharge any lien which has priority over this Deed of Trust unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent

the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Deed of Trust. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Deed of Trust, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", flood and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible. Otherwise, the proceeds from the insurance shall be paid to the Lender as a prepayment of the outstanding principal balance of the Credit Agreement. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, then Lender is authorized to collect and apply the insurance proceeds to restoration or repair of the Property or apply the insurance proceeds as a prepayment of the indebtedness under the Credit Agreement.

If under paragraph 17 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not damage, commit waste or permit impairment or deterioration of the Property. If this Deed of Trust is on a leasehold, Borrower shall comply with the provisions of such lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust or in any other instrument creating a valid prior lien against the Property, or if any action or proceeding is commenced which may materially affect Lender's rights or interest in the Property (such as a proceeding in bankruptcy, probate, for condemnation, foreclosure of a prior valid lien against the property, or to enforce laws or regulations), then Lender, at Lender's option, may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Deed of Trust, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, shall be paid to the Lender as a prepayment of the indebtedness under the Credit Agreement.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Credit Agreement, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Credit Agreement or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Credit Agreement or this Deed of Trust unenforceable according to its terms, Lender, at its option, may immediately accelerate the maturity date of the outstanding principal balance due under the Credit Agreement and may invoke any remedies permitted by paragraph 17.

13. Notices. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by First class mail to Lender's address stated herein or to such other

address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. Governing Law; Severability; Costs. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Credit Agreement are declared to be severable. Further, in the event any provision or clause of the Credit Agreement or this Deed of Trust conflicts with applicable law, this Deed of Trust and the Credit Agreement shall be interpreted and construed as if such provision had never been contained herein and shall be reformed to delete such provision. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

15. Borrower's Copies. Borrower shall be furnished copies of all documents signed by Borrower at the time of execution of the Credit Agreement and of this Deed of Trust.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, accelerate the maturity date of the outstanding principal balance due under the Credit Agreement and proceed with foreclosure of the lien against the Property created by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal or state law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower may pay all sums secured by this Deed of Trust in order to avoid the enforcement and foreclosure of the lien created by the Deed of Trust. If Borrower fails to pay these sums prior to the expiration of the 30 day period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

17. Default; Foreclosure of Lien. Each of the following events shall constitute an event of default ("event of default") under this Deed of Trust: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Deed of Trust or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Deed of Trust. If an event of default occurs, Lender shall give notice to Borrower prior to acceleration of the principal amount due under the Credit Agreement (but not prior to acceleration under paragraphs 12 and 13 unless applicable law provides otherwise). The notice shall specify: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than that required by applicable law from the date the notice is given to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of an event of default or any other defense of Borrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may to the extent permitted by law accelerate the debt and declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may to the extent permitted by law, invoke the power of sale and foreclose the lien of this Deed of Trust upon court order and pursue any other remedies permitted by applicable law. To the extent permitted by law, Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for the Borrower in a judicial proceeding.

Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of the Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, the Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by applicable law. Lender shall provide a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Sale shall be made at public venue between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

Trustee shall deliver to the purchaser a Trustee's deed conveying indefeasible title to the Property so sold with covenants of general warranty. Borrower covenants and agrees to defend the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to the extent permitted by law, to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

If the Property is sold pursuant to this paragraph 17, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at such sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower

pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. Notwithstanding the foregoing, Borrower shall have no right to discontinue any proceedings or reinstate this Deed of Trust upon an acceleration pursuant to paragraphs 12 or 16 of this Deed of Trust.

19. Limitation on Personal Liability of Borrower. Borrower shall be liable for the indebtedness evidenced by the Credit Agreement only to the extent of the Property described in this Deed of Trust that secures the payment of the Credit Agreement. If there is an event of default, any judicial proceedings brought by Lender against Borrower shall be limited to the protection of the Property and the enforcement and foreclosure of the lien created by this Deed of Trust. If there is a foreclosure of such lien, no judgment for any deficiency shall be sought or obtained by Lender against Borrower. Notwithstanding the foregoing limitation of liability, Borrower shall be fully and personally liable for Borrower's or Borrower's spouse's actual fraud made in or in connection with the Credit Agreement, this Deed of Trust or any instrument governing, securing or pertaining to the payment hereof.

20. No Assignment of Rents. Borrower shall not transfer or assign any rents of the Property, except for a transfer or assignment of rents to the holder of a valid existing or prior lien against the Property. Any attempted or purported assignment of rents of the Property by Borrower in violation of this paragraph shall be null and void.

21. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall within a reasonable time and without charge to Borrower, cancel and return the Credit Agreement to the Borrower and provide Borrower, in recordable form, a release of the lien of this Deed of Trust or a copy of an endorsement and assignment of the lien to a lender that is refinancing the indebtedness secured by this Deed of Trust. Borrower shall pay any costs of recordation of such release or assignment.

22. Substitute Trustee. Lender, at Lender's option, and with or without cause, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. The successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. Subrogation. Any of the proceeds of the Credit Agreement utilized to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

24. Waiver of Notice of Intention to Accelerate. Except as otherwise provided in paragraph 17, Borrower waives the right to notice of intention to require immediate payment in full of all sums secured by this Deed of Trust.

25. Lender's Right to Comply. It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed not to allow Lender the right to comply as provided in this Paragraph 25 with Lender's obligations under the extension of credit hereunder ("Extension of Credit"). Borrower understands that the Extension of Credit is being made on the condition that Lender shall have the right to comply, as provided in this Paragraph 25, with any of the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. As a precondition to taking any action premised on failure of Lender to comply, Borrower will advise Lender of the noncompliance by a notice given as required by Paragraph 13, and Lender shall have the right to comply as provided in keeping with Section 50(a)(6), Article XVI of the Texas Constitution. Borrower will cooperate in reasonable efforts to effectuate any compliance.

All agreements between Lender and Borrower are expressly limited so that any interest, loan charge or fee collected or to be collected (other than by payment of interest) from Borrower, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by applicable law.

If a law, which applies to this loan and which sets maximum interest, loan charges or fees is finally interpreted so that the interest, loan charges or fees that the Lender has collected or is entitled to collect in connection with this loan exceed the permitted limits, or a determination is made at any time by Lender that interest, loan charges or fees that the Lender has collected or is entitled to collect in connection with this loan exceed the permitted limit, then: (i) any such interest, loan charges or fees shall be reduced by the amount necessary to reduce the interest, loan charges or fees to the permitted limit; and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. The Lender may choose to make this refund by reducing the principal Borrower owes under the Credit Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment. Any such action by Lender will be made in accordance with this Paragraph 25 and Article XVI, Section 50(a)(6) of the Texas Constitution.

Lender's right-to-comply as provided in this Paragraph 25 shall survive the payoff of the Extension of Credit. The provisions of this Paragraph 25 shall supersede any inconsistent provision of the Credit Agreement or this Deed of Trust.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Deed of Trust and in any rider(s) executed by Borrower and recorded with it.

(Seal)
(Borrower)

Name of Borrower, Typed or Printed

(Seal)
(Spouse, if not a Borrower)

Name of Spouse, Typed or Printed

(Seal)
(Borrower)

Name of Borrower, Typed or Printed

(Seal)
(Spouse, if not a Borrower)

Name of Spouse, Typed or Printed

Use this acknowledgment for individual(s) acting on her/his own behalf.

State of Texas

County of _____

This instrument was acknowledged before me on _____ by _____
(date)

(name(s) of person(s))

(Seal, if any)

Signature of Notarial Officer

Notary Name Typed, Printed or Stamped

Title (and Rank)

My Commission expires:

SAMPLE-DO NOT COPY
(Samples may not always be the most current version)

Use this acknowledgment for individual(s) acting in a representative capacity (e.g., as a trustee for a trust).

State of Texas

County of _____

This instrument was acknowledged before me on _____ by _____
(date)

(name(s) of person(s) as

(type of authority, e.g., officer, trustee, etc.) of

(name of party on behalf of whom instrument was executed)

(Seal, if any)

Signature of Notarial Officer

Notary Name Typed, Printed or Stamped

Title (and Rank)

My Commission expires:

SAMPLE-DO NOT COPY
(Samples may not always be the most current version)