

55077

DEED OF TRUST

(Participation)

This Deed of Trust, made this 14th day of May 1971, by and between Dr. Clifford Eugene Fisher and wife, Annie Rita Fisher,

hereinafter referred to as "Grantor," whose address is 3505 - 44th St., Lubbock, Texas 79414, Lee F. York hereinafter referred to as "Trustee," and First National Bank at Lubbock hereinafter referred to as "Beneficiary," who maintains an office and place of business at 1500 Broadway, P. O. Box 1241, Lubbock, Texas 79408 in participation with Small Business Administration, an agency of the United States,

WITNESSETH, that for and in consideration of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby bargain, sell, grant, assign, and convey unto the Trustee, his successors and assigns, all of the following described property situated and being in the County of Lubbock State of Texas, and in the State of Nevada, County of Eureka,

Replat of Lot 197 of the
Lot 197D of the Live Oak Addition to the City of Lubbock,
Lubbock County, Texas, as shown by the plat or map of said
subdivision on file in the record of the County Clerk's
Office of Lubbock County, Texas;

The West 1/2 of Sec. 27, Township 21 North, Range 53 East,
Mount Diablo Survey Meridian, Eureka County, Nevada.

Together with and including all buildings, all fixtures, including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the Trustor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, and the rents, issues, and profits of the above described property. To have and to hold the same unto the Trustee, and the successors in interest of the Trustee, forever, in fee simple or such other estate, if any, as is stated herein in trust, to secure the payment of a Promissory Note of this date, signed by Grantors

in the principal sum of \$ 54,000.00, a copy of which is attached hereto and made a part hereof. The beneficial owner and holder of said note and of the indebtedness evidenced thereby is the Beneficiary.

1. This conveyance is made upon and subject to the further trust that the said Grantor shall remain in quiet and peaceable possession of the above granted and described premises and take the profits thereof to his own use until default be made in any payment of an installment due on said note or in the performance of any of the covenants or conditions contained therein or in this Deed of Trust; and, also to secure the reimbursement of the Beneficiary or any

BSA Form 200 (12-69)

See Book 50, Page 356 for
Partial Release of Lien

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other holder of said note, the Trustee or any substitute trustee of any and all costs and expenses incurred, including reasonable attorneys' fees, on account of any litigation which may arise with respect to this Trust or with respect to the indebtedness evidenced by said note, the protection and maintenance of the property hereinabove described or in obtaining possession of said property after any sale which may be made as hereinafter provided.

2. Upon the full payment of the indebtedness evidenced by said note and the interest thereon, the payment of all other sums herein provided for, the repayment of all monies advanced or expended pursuant to said note or this instrument, and upon the payment of all other proper costs, charges, commissions, and expenses, the above described property shall be released and reconveyed to and at the cost of the Grantor.

3. Upon default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby, the Beneficiary or his assigns may without notice and without regard to the adequacy of security for the indebtedness secured, either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by the court, enter upon and take possession of said property or any part thereof, and do any acts which Beneficiary deems proper to protect the security hereof, and either with or without taking possession of said property, collect and receive the rents, royalties, issues, and profits thereof, including rents accrued and unpaid, and apply the same, less costs of operation and collection, upon the indebtedness secured by this Deed of Trust, said rents, royalties, issues, and profits, being hereby assigned to Beneficiary as further security for the payment of such indebtedness. Exercise of rights under this paragraph shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice but shall be cumulative to any right and remedy to declare a default and to cause notice of default to be recorded as hereinafter provided, and cumulative to any other right and/or remedy hereunder, or provided by law, and may be exercised concurrently or independently. Expenses incurred by Beneficiary hereunder including reasonable attorneys' fees shall be secured hereby.

4. The Grantor covenants and agrees that if he shall fail to pay said indebtedness, or any part thereof, when due, or shall fail to perform any covenant or agreement of this instrument or of the Promissory Note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the Beneficiary or assigns, regardless of maturity, and the Beneficiary or assigns may enter upon said property and collect the rents and profits thereof. Upon such default in payment or performance, and before or after such entry, the Trustee, acting in the execution of this Trust, shall have the power to sell said property, and it shall be the Trustee's duty to sell said property (and in case of any default of any purchaser, to resell) at public auction, to the highest bidder, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county or political subdivision in which said property is situated, all other notice being hereby waived by the Grantor (and the Beneficiary or any person on behalf of the Beneficiary may bid and purchase at such sale). Such sale will be held at a suitable place to be selected by the Beneficiary within said county or political subdivision. The Trustee is hereby authorized to execute and deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of default upon which the execution of the power of sale herein granted depends; and the said Grantor hereby constitutes and appoints the Trustee as his agent and attorney in fact to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be binding and conclusive upon the Grantor, and said conveyance shall be effectual to bar all equity or right of redemption, homestead, dower, right of appraisement, and all other rights and exemptions of the Grantor, all of which are hereby expressly waived and conveyed to the Trustee. In the event of a sale as hereinabove provided, the Grantor, or any person in possession under the Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to all other remedies for the collection of said indebtedness.

5. In the event of a sale as provided in paragraph 4, the Trustee shall be paid a fee by the Beneficiary in an amount not in excess of percent of the gross amount of said sale or sales, provided, however, that the amount of such fee shall be reasonable and shall be approved by the Beneficiary as to reasonableness. Said fee shall be in addition to the cost and expenses incurred by the Trustee in conducting such sale. The amount of such costs and expenses shall be deducted and paid from the sale's proceeds. It is further agreed that if said property shall be advertised for sale as herein provided and not sold, the Trustee shall be entitled to a reasonable fee, in an amount acceptable to the Beneficiary for the services so rendered. The Trustee shall also be reimbursed by the Beneficiary for all costs and expenses incurred in connection with the advertising of said property for sale if the sale is not consummated.

6. The proceeds of any sale of said property in accordance with paragraph 4 shall be applied first to payment of fees, costs, and expenses of said sale, the expenses incurred by the Beneficiary for the purpose of protecting or maintaining said property and a reasonable attorney's fee; secondly, to payment of the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

7. In the event said property is sold pursuant to the authorization contained in this instrument or at a judicial foreclosure sale and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said Promissory Note, the Beneficiary will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement, the Grantor having waived and assigned all rights of appraisement to the Trustee.

8. The Grantor covenants and agrees as follows:

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a. He will promptly pay the indebtedness evidenced by said Promissory Note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Beneficiary.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the Beneficiary for the collection of any or all of the indebtedness hereby secured, of such expenses and fees as may be incurred in any foreclosure sale by the Trustee, or court proceedings or in any other litigation or proceeding affecting said property, and attorney's fees reasonably incurred in any other way.

d. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said note or any part thereof secured hereby.

e. He will continuously maintain hazard insurance of such type or types and in such amounts as the Beneficiary may from time to time require, on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to Beneficiary and the policies and renewals thereof shall be held by Beneficiary and have attached thereto loss payable clauses in favor of and in form acceptable to the Beneficiary. In the event of loss, Grantor will give immediate notice in writing to Beneficiary and Beneficiary may make proof of loss if not made promptly by Grantor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Grantor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of a Trustee's sale or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the Grantor in and to any insurance policies then in force shall pass at the option of the Beneficiary to the purchaser or Beneficiary.

f. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted, and in the event of the failure of the Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in the Beneficiary's discretion it may deem necessary for the proper preservation thereof, and any sums paid for such repairs shall bear interest from the date of payment at the rate specified in the Note, shall be due and payable on demand and shall be fully secured by this Deed of Trust.

g. He will not without the prior written consent of the Beneficiary voluntarily create or permit to be created against the property subject to this Deed of Trust any lien or liens inferior or superior to the lien of this Deed of Trust and further that he will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises.

h. He will not rent or assign any part of the rent of said property or demolish, remove, or substantially alter any building without the written consent of the Beneficiary.

9. In the event the Grantor fails to pay any federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged to the property hereinabove described the Beneficiary is hereby authorized to pay the same and any sum so paid by the Beneficiary shall be added to and become a part of the principal amount of the indebtedness evidenced by said Promissory Note.

10. The Grantor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the lawful claims of all persons whatsoever.

11. For better security of the indebtedness hereby secured the Grantor, upon the request of the Beneficiary, its successors or assigns, shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired after the date hereof (all in form satisfactory to Grantee).

12. That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Beneficiary, who may apply the same to payment of the installments last due under said Note, and the Beneficiary is hereby authorized, in the name of the Grantor, to execute and deliver valid acquittances thereof and to appeal from any such award.

13. The irrevocable right to appoint a substitute trustee or trustees is hereby expressly granted to the Beneficiary, his successors or assigns, to be exercised at any time hereafter without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment. The Grantor

14. Notice of the exercise of any option granted herein to the Beneficiary or to the holder of the note secured hereby is not required to be given the Grantor, the Grantor having hereby waived such notice.

15. If more than one person joins in the execution of this instrument as Grantor or if anyone so joined be of the feminine sex, the pronouns and relative words used herein shall be read as if written in the plural or feminine, respectively, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any assignee or transferee thereof whether by operation of law or otherwise. The covenants herein contained shall bind and the rights herein granted or conveyed shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

16. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable federal law.

17. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

Paragraph 18.

SUBROGATION CLAUSE

The Note hereinabove described is also in full or in part given in renewal and extension of the balance of \$ 42,000.00 on the principal of a certain Note in the original principal sum of \$ 42,000.00, dated May 14, 1971, executed by Annie Fite Fisher Clifford Eugene Fisher, et ux, payable to the order of Fraser Moore and secured by and described in a certain mechanic's and materialman's lien (or) dated May 14, 1971, which is recorded in the Mechanic's and Materialman's Lien (or) Records of Lubbock County, State of Texas, covering the property herein described, which Mechanic's and Materialman's Lien (or) and Note have been transferred and assigned to and/or SMALL BUSINESS ADMINISTRATION (hereinafter referred to as "Mortgagee").

The Mortgagors hereby represent to the Mortgagee (which representation shall inure to the benefit of all holders of the indebtedness hereby secured) in order to induce the granting of said extension, that there is now a balance of \$ 42,000.00 of the said indebtedness renewed hereby which is just and owing, that there are no credits, offsets, counterclaims, or defenses thereto, or claims against the said balance of said indebtedness; that any and all liens securing the payment of the indebtedness herein and hereby renewed are valid, binding, enforceable liens, and that the existence, validity, and enforceability of same are hereby acknowledged and confessed by the Mortgagee.

It is distinctly understood and agreed that the taking of this instant lien shall not in any way or manner waive, effect, release, or impair in any respect the validity of any and all liens securing the payment of the indebtedness herein and hereby renewed, and that such liens shall remain and continue in full force and effect to secure the payment of the indebtedness herein and hereby secured until the full and final payment of such indebtedness and the complete performance of all of the terms, covenants, conditions and stipulations contained in this instant lien and the Mortgagee, and any other holder or holders of the indebtedness hereby secured, are specifically subrogated to all the rights, titles, liens, equities, benefits, remedies, and powers granted the holder of said indebtedness hereby renewed, under the terms of said instrument securing the payment of same, to secure and enforce the payment of the indebtedness herein and hereby secured.

The note hereinabove described is also in full or in part given in renewal and extension of the balance of \$12,000.00 on the principal of a certain note in the original principal sum of \$12,280.00, dated May 14, 1971, executed by Clifford Eugene Fisher and wife, Annie Fite Fisher, and payable to the order of First National Bank at Lubbock as therein provided, and secured by the vendor's lien retained in deed of even date therewith from State Savings & Loan Association to the grantors herein conveying the hereinbefore described property and filed for record in Vol. 1268, page 33 & 34 of the Deed Records of Lubbock County, Texas.

In WITNESS WHEREOF, the Grantor has executed this instrument and the Trustee and Beneficiary have accepted the delivery of this instrument as of the day and year aforesaid.

Dr. Clifford Eugene Fisher
Dr. Clifford Eugene Fisher

Annie Fite Fisher
Annie Fite Fisher

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Executed and delivered in the presence of the following witnesses:

XXXXXXXXXXXXXXXXXXXX

THE STATE OF TEXAS
COUNTY OF LUBBOCK

(Add Appropriate Acknowledgment)

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Clifford Eugene Fisher and wife, Annie Fite Fisher, known to me to be the persons whose names are subscribed to the foregoing instrument of writing, and acknowledged to me that they executed the said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 14th (14th) day of May, 1971.

NOTARY SEAL

Louise M. Auer
Louise M. Auer
Notary Public, Lubbock County, Texas

DEED OF TRUST

GRANTOR

TRUSTEE

BENEFICIARY

RECORDING DATA

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Return to: Jim Price
First National Bank
Lubbock
Address:

SBA Loan No.

SBA-119,092 00 01-108

NOTE

Lubbock, Texas
(City and State)

\$ 5,000.00

(Date) May 14 1971

For value received, the undersigned promises to pay to the order of First National Bank at Lubbock

(Payee)

at its office in the city of Lubbock, State of Texas

or at holder's option, at such other place as may be designated from time to time by the holder Fifty-Four Thousand
(Write out amount)

and No. 100 dollars.

with interest on unpaid principal computed from the date of each advance to the undersigned at the rate of Eight (8) per-

cent per annum, ~~Eight (8) per cent per annum~~ on 25% of the loan and Five and One-Half

(5 1/2) percent per annum on 75% of the loan, payment to be made in installments as follows:

\$470.00, including principal and interest, payable monthly beginning two (2) months from date hereof, and \$470.00 on the same date of each succeeding calendar month thereafter until paid in full; provided that all principal and interest not sooner paid shall become due and payable Fifteen (15) years from date hereof; and each said installment when received shall be applied by the holder hereof, first to interest accrued to date of receipt of said payment, and the balance, if any, on account of the principal hereof.

Payment of any installment of principal or interest owing on this Note may be made prior to the maturity date thereof without penalty.

The term "Indebtedness" as used herein shall mean the indebtedness evidenced by this Note, including principal, interest, and expenses, whether contingent, now due or hereafter to become due and whether heretofore or contemporaneously herewith or hereafter contracted. The term "Collateral" as used in this Note shall mean any funds, guaranties, or other property or rights therein of any nature whatsoever or the proceeds thereof which may have been, are, or hereafter may be, hypothecated, directly or indirectly by the undersigned or others, in connection with, or as security for, the indebtedness or any part thereof. The Collateral, and each part thereof, shall secure the indebtedness and each part thereof. The covenants and conditions set forth or referred to in any and all instruments of hypothecation constituting the Collateral are hereby incorporated in this Note as covenants and conditions of the undersigned with the same force and effect as though such covenants and conditions were fully set forth herein.

The Indebtedness shall immediately become due and payable, without notice or demand, upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the undersigned or for any of its property, or upon the filing of a petition by or against the undersigned under the provisions of any State insolvency law or under the provisions of the Bankruptcy Act of 1898, as amended; or upon the making by the undersigned of an assignment for the benefit of its creditors. Holder is authorized to declare all or any part of the Indebtedness immediately due and payable upon the happening of any of the following events: (1) Failure to pay any part of the Indebtedness when due; (2) nonperformance by the undersigned of any agreement with, or any condition imposed by, Holder or Small Business Administration (hereinafter called "SBA"), or either of them, with respect to the Indebtedness; (3) Holder's discovery of the undersigned's failure in any application of the undersigned to Holder or SBA to disclose any fact deemed by Holder to be material or of the making thereof or in any of the said agreements, or in any affidavit or other documents submitted in connection with said application or the Indebtedness, of any misrepresentation by, on behalf of, or for the benefit of the undersigned; (4) the reorganization (other than a reorganization pursuant to any of the provisions of the Bankruptcy Act of 1898, as amended) or merger or consolidation of the undersigned (or the making of any agreement thereof) without the prior written consent of Holder; (5) the undersigned's failure duly to account, to Holder's satisfaction, at such time or times as Holder may require, for any of the Collateral, or proceeds thereof, coming into the control of the undersigned; or (6) the institution of any suit affecting the undersigned deemed by Holder to affect adversely its interest hereunder in the Collateral or otherwise. Holder's failure to exercise its rights under this paragraph shall not constitute a waiver thereof.

SBA FORM 147 (1-71) REF. NO. 510-1

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PREVIOUS EDITIONS AND SBA FORMS 154, 325A, 326B, 530 AND 530A ARE OBSOLETE

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Upon the nonpayment of the Indebtedness, or any part thereof, when due, whether by acceleration or otherwise, Holder is empowered to sell, assign, and deliver the whole or any part of the Collateral at public or private sale, without demand, advertisement or notice of the time or place of sale or of any adjournment thereof, which are hereby expressly waived. After deducting all expenses incidental to or arising from such sale or sales, Holder may apply the residue of the proceeds thereof to the payment of the Indebtedness, as it shall deem proper, returning the excess, if any, to the undersigned. The undersigned hereby waives all right of redemption or appraisement whether before or after sale.

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Holder is further empowered, to collect or cause to be collected or otherwise to be converted into money all or any part of the Collateral, by suit or otherwise, and to surrender, compromise, release, renew, extend, exchange, or substitute any item of the Collateral in transactions with the undersigned or any third party, irrespective of any assignment thereof by the undersigned, and without prior notice to or consent of the undersigned or any assignee. Whenever any item of the Collateral shall not be paid when due, or otherwise shall be in default, whether or not the indebtedness, or any part thereof, has become due, holder shall have the same rights and powers with respect to such item of the Collateral as are granted in respect thereof in this paragraph in case of nonpayment of the Indebtedness, or any part thereof, when due. None of the rights, remedies, privileges, or powers of holder expressly provided for herein shall be exclusive, but each of them shall be cumulative with and in addition to every other right, remedy, privilege, and power now or hereafter existing in favor of holder, whether at law or in equity, by statute or otherwise.

The undersigned agrees to take all necessary steps to administer, supervise, preserve, and protect the Collateral; and regardless of any action taken by Holder, there shall be no duty upon Holder in this respect. The undersigned shall pay all expenses of any nature, whether incurred in or out of court, and whether incurred before or after this Note shall become due at its maturity date or otherwise, including but not limited to reasonable attorney's fees and costs, which Holder may deem necessary or proper in connection with the satisfaction of the Indebtedness or the administration, supervision, preservation, protection of (including, but not limited to, the maintenance of adequate insurance) or the realization upon the Collateral. Holder is authorized to pay at any time and from time to time any or all of such expenses, add the amount of such payment to the amount of the Indebtedness, and charge interest thereon at the rate specified herein with respect to the principal amount of this Note.

The security rights of Holder and its assigns hereunder shall not be impaired by Holder's sale, hypothecation or rehypothecation of any note of the undersigned or any item of the Collateral, or by any indulgence, including but not limited to (a) any renewal, extension, or modification which Holder may grant with respect to the Indebtedness or any part thereof, or (b) any surrender, compromise, release, renewal, extension, exchange, or substitution which Holder may grant in respect of the Collateral, or (c) any indulgence granted in respect of any endorser, guarantor, or surety. The purchaser, assignee, transferee, or pledgee of this Note, the Collateral, any guaranty, and any other document (or any of them), sold, assigned, transferred, pledged, or repledged, shall forthwith become vested with and entitled to exercise all the powers and rights given by this Note and all applications of the undersigned to Holder or SBA, as if said purchaser, assignee, transferee, or pledgee were originally named as Payee in this Note and in said application or applications.

This promissory note is given to secure a loan which SBA is making or in which it is participating and, pursuant to Part 101 of the Rules and Regulations of SBA (13 C.F.R. 101.114), this instrument is to be construed and (where SBA is the holder or a party in interest) enforced in accordance with applicable Federal law.

Affirmative Covenants. - The Undersigned covenants and agrees that, until the payment in full of the moneys owing on this Note, the Undersigned will:

1. Deliver to Holder hereof within 60 days after the end of each fiscal annual period, a balance sheet of the Undersigned as of such date and a profit and loss statement of the Undersigned for such fiscal period, in form satisfactory to the Holder hereof;
2. Agree to comply with the conditions of paragraph 3(c)9. of the Loan Authorization authorizing this loan dated June 26, 1973.

COPY

Dr. Clifford Eugene Fisher
Dr. Clifford Eugene Fisher

Annie Fite Fisher
Annie Fite Fisher, wife of Dr. Clifford Eugene Fisher

Note.--Corporate applicants must execute Note, in corporate name, by duly authorized officer, and seal must be affixed and duly attested; partnership applicants must execute Note in firm name, together with signature of a general partner.

528-196

RECORDED
INDEXED
COMPARED

5-14-71
9707

DEED OF TRUST

DR. CLIFFORD EUGENE FISHER,
ET UX, ANNIE FITE FISHER

TO

FIRST NATIONAL BANK

FILED FOR RECORD

MAY 26 2 25 PM '71

Frank Brown
County Clerk, Dallas County, Texas

✓ 8.00 CH

Samuel Business
Adm.
P.O. Box 10107
Lubbock, Tex.

RECORDED AT THE CLERK'S OFFICE
Brown & Harding
September 20 1971
35 10 A.
40
RECORDED 399-405 RECORD
SHERIFF COUNTY, TEXAS
Samuel A. Harding
FEE \$ 10.00

STATE OF TEXAS } VOL 528 PAGE 196
COUNTY OF LUBBOCK }

I hereby certify that the foregoing was filed on the
date and at the place herein shown by the seal and was duly
RECORDED in the Public Records of the County of Lubbock, Texas
bearing County Clerk's Record Number 399-405.

02

MAY 26 1971



Frank Brown

COUNTY CLERK
LUBBOCK COUNTY, TEXAS

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