#### Deed of Trust

**Terms** 

Date:

October 13, 2010

Grantors:

The Corporation of the Episcopal Diocese of Fort Worth

2900 Alemeda St.

Fort Worth, Texas 76108

Trustee:

Jeffrey P. Bates

101 South First Street Lufkin, Texas 75901

Lender:

JUDE FUNDING, INC.

1205 W. Abram

Arlington, Texas 76013

Note:

Date: October 13, 2010

Original principal amount:

\$3,500,000.00

Borrower:

The Corporation of The Episcopal

As contained in Promissory Note dated

Diocese of Forth Worth

Lender:

Jude Funding, Inc.

Maturity date:

November 1, 2013

Terms of Payment:

October 13, 2010.

Property:

SEE ATTACHED EXHIBIT A, incorporated herein by reference as if set forth verbatim.

All fixtures, supplies, building materials, and other goods of every nature now or hereafter located, used, or intended to be located or used on the Property;

All plans and specifications for development of or construction of improvements on the Property;

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All contracts and subcontracts relating to the construction of improvements on the Property;

All accounts, contract rights, instruments, documents, general intangibles, and chattel paper arising from or by virtue of any transactions relating to the Property;

All permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property;

All proceeds payable or to be payable under each policy of insurance relating to the Property; and

All products and proceeds of the foregoing.

Notwithstanding any other provision in this deed of trust, the term "Property" does not include personal effects used primarily for personal, family, or household purposes.

In addition to creating a deed-of-trust lien on all the real and other property described above, Grantors also grant to Lender a security interest in all of the above-described personal property pursuant to and to the extent permitted by the Texas Uniform Commercial Code.

In the event of a foreclosure sale under this deed of trust, Grantors agree that all the Property may be sold as a whole at Lender's option and that the Property need not be present at the place of sale.

Prior Lien: None

## Other Exceptions to Conveyance and Warranty: None.

Liens described as part of the Consideration and any other liens described in the deed to Grantors as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2010, and subsequent assessments for that and prior years due to change in land usage, ownership, or both.

For value received and to secure payment of the Note, Grantors convey the Property to Trustee in trust. Grantors warrant and agree to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Note and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantors' expense.

This deed of trust also secures payment of any debt that Grantors may subsequently owe to Lender and that arises while Grantors own the Property.

This deed of trust, to the extent permitted by law, also secures payment of all other present and future debts, obligations, and liabilities owed to Lender by Grantors as a partner, venturer, or member of any partnership, joint venture, association, or other group, regardless of how the other debts, obligations, and liabilities are incurred and regardless of whether they are evidenced by a note, open account, overdraft, endorsement, surety agreement, guarantee, or other document.

#### Clauses and Covenants

## A. Grantors Obligations

### Grantors agree to:

- 1. keep the Property in good repair and condition;
- 2. pay all taxes and assessments on the Property before delinquency;
- 3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- 4. maintain, at Grantors' expense:
  - a. liability insurance and worker's compensation insurance covering Grantors, the Property, and the operations on the Property against claims for bodily injury, death, or property damage on or around the Property;
  - b. property insurance against loss or damage by fire, storm, gas (if gas is used on the Property), and all other hazards under a standard all-risk extended coverage endorsement for an amount equal to the original amount of the Note and other debt secured by this deed of trust or the full insurable value of the Property, whichever is less, and also insuring against other risks including flood, if the Property is in a flood hazard area, and earthquake and mud slide, if requested by Lender; the insurance will also cover loss of rents from the Property or other loss due to business interruption on the Property for the time that the Property is unavailable because of any casualty.
  - c. while any improvements on the Property are under construction, (i) a builder's all-risk form insurance policy on a completed value basis, (ii) worker's compensation and general liability policies covering each contractor performing work on the Property, and (iii) policies of professional liability insurance carried by each architect, engineer, or other design professional performing work relating to the Property. Grantors agree that all required

insurance policies will (i) be issued by companies reasonably acceptable to Lender, (ii) be in a form acceptable to Lender, (iii) be endorsed to be payable to Lender as mortgagee insured and loss payee, and (iv) expressly prohibit cancellation or modification without ten days' written notice to Lender.

- 5. maintain, in a form acceptable to Lender, an insurance policy that:
  - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Lender approves a smaller amount in writing;
  - b. contains an 80 percent coinsurance clause;
  - c. provides fire and extended coverage, including windstorm coverage;
  - d. protects Lender with a standard mortgage clause;
  - e. provides flood insurance at any time the Property is in a flood hazard area; and
  - f. contains such other coverage as Lender may reasonably require;
- 6. comply at all times with the requirements of the 80 percent coinsurance clause:
- 7. deliver the insurance policy to Lender within ten days of the date of this deed of trust and deliver renewals to Lender at least fifteen days before expiration;
- 8. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- 9. keep any buildings occupied as required by the insurance policy; and
- 10. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments.

## B. Lender's Rights

- 1. Lender may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.
- 2. If the proceeds of the Note are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
- 3. Lender may apply all insurance or condemnation proceeds that Lender receives, at Lender's discretion, either to (a) repay the debt secured by this deed of

trust, whether matured or not, and in any order Lender or (b) repair or improve the Property in any manner Lender selects and apply any remaining proceeds to the debt secured by this deed of trust in any order Lender selects.

- 4. Lender may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantors' primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the insurance proceeds available to Grantors for repairs.
- 5. Notwithstanding Note terms to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantors under the Note or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender under the Note, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
- 6. If Grantors fail to perform any of Grantors' obligations, Lender may perform those obligations and be reimbursed by Grantors on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
- 7. If there is a default on the Note, or if Grantors fail to perform any of Grantors' obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may
  - a. declare the unpaid principal balance and earned interest on the Note immediately due;
  - b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
  - c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.
- 8. If Grantors fail to pay any part of principal or interest secured by a prior lien or liens on the Property when it becomes payable or defaults on any prior lien instrument, the entire debt secured by this deed of trust will immediately become payable at the option of Lender.
- 9. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

## C. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will-

- 1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
- 2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantors, subject to the Prior Liens and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
- 3. from the proceeds of the sale, pay, in this order
  - a. expenses of foreclosure, including a reasonable commission to Trustee;
  - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
  - c. any amounts required by law to be paid before payment to Grantors; and
  - d. to Grantors, any balance; and
- 4. be indemnified by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

## D. General Provisions

- 1. Grantors agree to (a) keep at Grantors' address, or such other place as Lender may approve, accounts and records reflecting the operation of the Property and copies of all written contracts, leases, and other instruments that affect the Property; (b) prepare financial accounting records in compliance with accounting principles consistently applied; and (c), at Lender's request from time to time, permit Lender to examine and make copies of such books, records, contracts, leases, and other instruments at any reasonable time.
- 2. Grantors agree to deliver to Lender, at Lender's request from time to time, financial statements of Grantors and each guarantor of the Note prepared in accordance with accounting principles consistently applied, in detail reasonably satisfactory to Lender and certified to be true and correct

by Grantor and accompanied by an opinion of an independent certified public accountant.

- 3. If Lender orders an appraisal of the Property while a default exists or to comply with legal requirements affecting Lender, Grantors, at Lender's request, agree to reimburse Lender for the cost of any such appraisal. Lender agrees to deliver to Grantors a copy of any such appraisal within ten days of receipt of Grantors' reimbursement. If Grantors fail to reimburse Lender for any such appraisal within ten days of Lender's request, that failure is a default under this deed of trust.
- 4. Grantors agree to execute, acknowledge, and deliver to Lender any document requested by Lender, at Lender's request from time to time, to (a) correct any defect, error, omission, or ambiguity in this deed of trust or in any other document executed in connection with the Note or this deed of trust; (b) comply with Grantors' obligations under this deed of trust and other documents; (c) subject to and perfect the liens and security interests of this deed of trust and other documents any property intended to be covered thereby; and (d) protect, perfect, or preserve the liens and the security interests of this deed of trust and other documents against third persons or make any recordings, file any notices, or obtain any consents requested by Lender in connection therewith. Grantors agree to pay all costs of the foregoing.
- 5. If any of the Property is sold under this deed of trust, Grantors must immediately surrender possession to the purchaser. If Grantors fail to do so, Grantors will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
- 6. Recitals in any trustee's deed conveying the Property will be presumed to be true.
- 7. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
- 8. This lien will remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.
- 9. If any portion of the Note cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
- 10. Grantors assign to Lender all amounts payable to or received by Grantors from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred,

including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantors or apply such amounts to reduce the Note. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantors will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

- Grantors assign to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantors warrant the validity and enforceability of the assignment. Grantors may as Lender's licensee collect rent and other income and receipts as long as Grantors are not in default under the Note or this deed of trust. Grantors will apply all rent and other income and receipts to payment of the Note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the Note and deed of trust, Grantors may retain the excess. If Grantors default in payment of the Note or performance of this deed of trust, Lender may terminate Grantors' license to collect rent and other income and then as Grantors' agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantors' obligations under the Note and this deed of trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantors become a voluntary or involuntary debtor in bankruptcy, Lender filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.
- 12. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
- 13. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

- 14. When the context requires, singular nouns and pronouns include the plural.
- 15. The term *Note* includes all extensions and renewals of the Note and all amounts secured by this deed of trust.
- 16. Grantors agree to furnish on Lender's request evidence satisfactory to Lender that all taxes and assessments on the Property have been paid when due.
- 17. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.
- 18. Grantors agree to allow Lender or Lender's agents to enter the Property at reasonable times and inspect it and any personal property in which Lender is granted a security interest by this deed of trust.
- 19. GRANTORS MAY FURNISH ANY INSURANCE REQUIRED BY THIS DEED OF TRUST EITHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTORS OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS.
- 20. Lender may declare the debt secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default if Grantors transfer any of the Property to a person who is not a permitted transferee without Lender's. "Permitted transferee" for a natural person means that person's spouse or children, any trust for that person's benefit or the benefit of the person's spouse or children, or any corporation, partnership, or limited liability company in which the direct and beneficial owner of all the equity interest is a natural person or that person's spouse or children or any trust for the benefit of them; and the heirs, beneficiaries, executors, administrators, or personal representatives of a natural person on the death of that person or on the incompetency or disability of that person for purposes of the protection and management of that person's assets; and for a person that is not a natural person, any other person controlling, controlled by, or under common control with that person.
- 21. If Grantors transfer any part of the Property without Lender's prior written consent, Lender may declare the debt secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home occupied by Grantors, exceptions to this provision are limited to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the Property; (b)

creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantors or between co-Grantors; (f) transfer to a relative of Grantors' death; and (g) transfer to an inter vivos trust in which Grantors are and remain beneficiaries and occupants of the Property.

- 22. Grantors agree not to grant any lien or security interest in the Property or to permit any junior encumbrance to be recorded or any claim to otherwise become an encumbrance against the Property. If an involuntary encumbrance is filed against the Property, Grantors agree, within thirty days, to either remove the involuntary encumbrance or provide a bond acceptable to Lender against the involuntary encumbrance.
- 23. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
- 24. If Grantors and Borrowers are not the same person, the term Grantors includes Borrowers.
- 25. Grantors and each surety, endorser, and guarantor of the Note waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.
- Grantors have no personal liability for the obligations under this deed 26. of trust or under the Note, and no personal judgment may be taken and no claim for personal liability may be made against Grantors. Lender's sole remedy for default under the Note or this deed of trust is the foreclosure of Exceptions to the the liens and security interests created hereunder. foregoing provisions are limited to, and Grantors are liable for, the following: taxes, assessments, and charges for labor, materials, or other amounts that if unpaid may create an encumbrance against the Property; unpaid premiums for insurance required hereunder; damage to the Property if any insurance required hereunder is not maintained; all rents, issues, profits, and income derived from the Property after a default occurs and not expended for operating expenses of the Property; tenant security deposits for leases of the Property; any condemnation or insurance proceeds not paid or applied as required hereunder; damage to and depreciation of the Property beyond normal wear and tear caused by the negligence of Grantors or the failure of Grantors to keep the Property in good repair and condition; the return of or reimbursement for all personal property taken from the Property by or on behalf of Grantors; damages resulting from any fraud or misrepresentation by Grantors; damages resulting from any breach of any warranty of title; interest on the Note from the date of default through

foreclosure, payment, or settlement of the debt; all interest on the Note during any bankruptcy proceeding of Grantors and all reasonable attorney's fees and expenses incurred as a result of Grantors' bankruptcy; and all attorney's fees and expenses incurred by Lender to collect any of the foregoing amounts.

- 27. Grantors agree to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.
- 28. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
- 29. Grantors represent that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is in payment of the purchase price of the Property; the debt is secured both by this deed of trust and by a vendor's lien on the Property. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose under either of the liens without waiving the other or may foreclose under both.

Grantors agree that Lender is subrogated to the rights, liens, and equities of the tax authorities paid, and the same are renewed and extended by this deed of trust until the Note is paid.

[By] The Corporation of The Episcopal

Diocese of Fort Worth, Grantor

Frank Salazar, President

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STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on October 13, 2010, by Frank Sulver, a person known to me, who acknowledged that he executed the foregoing document with full authority so to do.

Joylynn S. Bates Notary Public, State of Texas

My Commission Expires: 1/4/2014





Being 2.004 acres of land located in the Hays Covington survey, Abstract No. 256, Fort Worth, Tarrant County, Texas, and being a portion of the Tract of land conveyed to All Saints Episcopal School of Fort Worth by the deed recorded in Volume 12569, page 23 of the Deed Records of Tarrant County, Texas. Said 2.004 acres being more particularly described by metes and bounds, as follows:

BEGINNING at a 5/8" iron rod found, at the most Easterly Southeast corner of said All Saints Episcopal School of Fort Worth Tract, being the Northeast corner of the Tract of land conveyed to Huey-Min Yu, Trustee by the deed recorded in Volume 12211, page 1845 of the Deed Records of Tarrant County, Texas. Said point of beginning also lying in the Southwest right-of-way line of Alemeda Street (an 80 foot wide public right-of-way):

THENCE departing said right-of-way line and running along the South boundary line of said All Saints Episcopal School of Fort Worth Tract, and the North boundary line of said Huey-Min Yu, Trustee Tract, as follows:

- SOUTHWESTERLY 152.09 feet, along a curve to the right having a radius of 337.42 feet, a central angle of 25° 49' 33", and a chord bearing S 77° 45' 00" W 150.81 feet, to a 5/8" iron rod found, at the end of said curve;
- 2. N 89° 22' 35" W 241.21 feet, to a 5/8" iron rod found;

THENCE N 00° 39' 52" E 212.80 feet, severing said All Saints Episcopal School of Fort Worth Tract, to a ½" iron rod set;

THENCE N 58° 52' 59" E 230.55 feet, to a 1/2" iron rod set, in the Northeast boundary line of said All Saints Episcopal School of Fort Worth Tract, being the Southwest right-of-way line of aforesaid Alemeda Street;

THENCE along the Southwest right-of-way line of said Alemeda Street, as follows:

- 1. SOUTHEASTERLY 19.17 feet, along a curve to the left having a radius of 1169.96 feet, a central angle of 00° 56' 20", and a chord bearing S 31° 32' 11" E 19.17 feet, to a 5/8" iron rod found, at the end of said curve;
- S 31° 58' 38" E 331.42 feet, to the Place of Beginning, containing 2.004 acres (87,294 feet) of land.

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## BOOK 296 PAGE 608

BEING a tract of land out of the MOSES OLDHAM SURVEY, Abstract No. 431, Hood County, Texas; and being described by metes and bounds as follows: COMMENCING at an iron pin in the common line between said Oldham Survey and the Robert Alway Survey, in the west line of the G.A. Jones tract, said iron pin

being about 3400 varas S 60° 00' W from the northeast corner of said Robert Alway Survey:

THENCE S 86° 44' W, along a fence and the common Survey Line 1,103.0 feet to a large cedar post in the north line of a County Road (the Old Granbury Lipan Road); THENCE, continuing along a fence and the common Survey Line and along the north line of said Road, S 70° 35' W 362.6 feet to an iron, S 69° 10' W 566.1 feet to an iron, S 67° 29' W 592.8 feet to an 8" elm tree and S 67° 41' W 691.6 feet to a twin post oak tree and S 77° 44' W 15.3 feet to the POINT OF BEGINNING of the herein described tract;

THENCE, plong said fence, S 77° 44' W, at 274.7 feet the end of said Road, in all 384.4 feet to an iron pin for corner; THENCE N 630 39' W, along a fence

39' W, along a fence 74.9 feet to an iron pin;

THENCE N 40° 08' W, along a fence 305.5 feet to a 18" elm tree;

THENCE N 110 05' E, along a fence 87.5 feet to an iron pin at fence corner; THENCE N 250 18' W 116.3 feet to an Iron pin for corner in the centerline of Strougs Creek:

THENCE along the centerline of Strouds Creek, N 73 $^{\circ}$  43' E 325.3 feet and N 32 $^{\circ}$ 25' E 192.0 feet to a point for corner;

THENCE, with the east line of a 25 feet wide roadway easement, S  $22^{\circ}$  19' E a distance of 678.9 feet to the POINT OF BEGINNING and containing 6.0 acres of land.

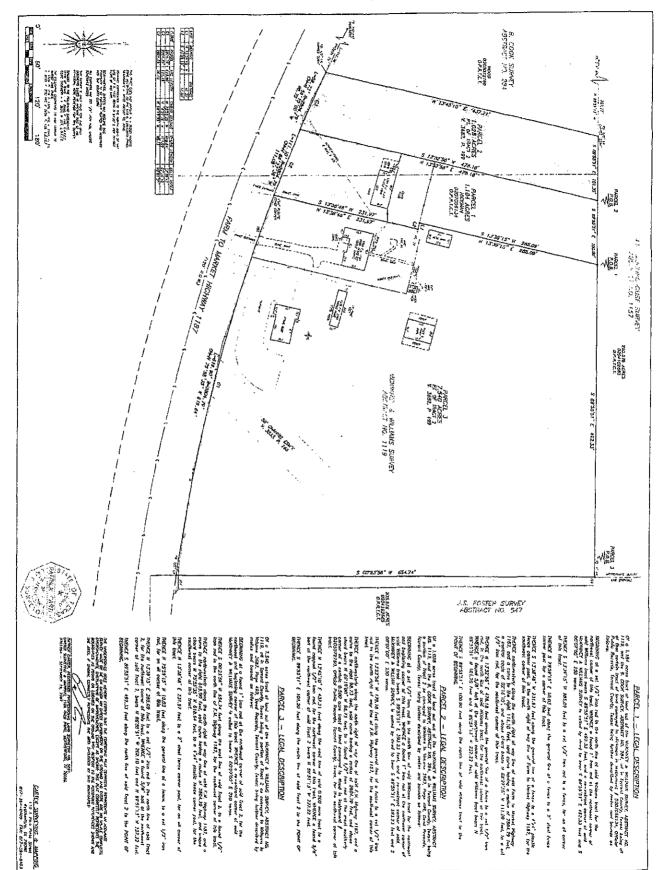
SAVE & EXCEPT, there is hereby reserved unto the Grantors, their heirs and assigns, an easement for purposes of ingress and egress over and across the east 25' of the herein described property.

This conveyance is made subject to:

(1) Easement dated 2/19/66 executed by Bernice A. Hughey et vir to Brazos River Authority, recorded in Volume 162, page 179, Deed Records, Hood County, Texas.

(2) All mineral interest conveyed to Jeanelle Anderson by Kenneth Pounds, Trustee, July 1, 1974, recorded in Volume 224, page 276, Deed Records, Hood County, Texas.

(3) Any and all restrictions, covenants, conditions, or easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in Hood County, Texas, and to all zoning laws, regulations, or ordinances of municipal and other governmental authorities, if any, but only to the extent they are still in effect, relating to the hereinabove described property.



## SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

JUDE FUNDING INC **1205 W ABRAM** ARLINGTON, TX 76013

Submitter: LEGECY FINANCIAL

# DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:

10/14/2010 11:48

ΑM

Instrument #:

D210254191

DT

**PGS** 

16

\$72.00

D210254191

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL