

REAL ESTATE LIEN NOTE

\$ _____, Texas
_____ , _____

FOR VALUE RECEIVED, the undersigned Borrower, whether one or more, promises to pay to the order of _____, at _____, or such other address as Lender may from time to time designate, the sum of _____ (\$ _____) in legal and lawful money of the United States of America, together with interest thereon from date hereof until maturity at the rate of _____ percent (_____ %) per annum; matured, unpaid principal and interest shall bear interest at the rate of _____ percent (_____ %) per annum until paid.

This Note is due and payable as follows, to-wit: _____

_____.

Payment hereof is secured by, among other security, a Deed of Trust of even date herewith executed by Borrower to _____, TRUSTEE, against the property more particularly described in attached Exhibit "A."

It is expressly provided that upon default in the punctual payment of this Note or any part thereof, principal or interest, as the same shall become due and payable, or default in the performance of any of Borrower's obligations under the referenced Deed of Trust, then at the option of the holder, the entire indebtedness secured by the hereinbefore mentioned lien shall be matured, and in the event default is made in the prompt payment of this Note when due or declared due, and the same is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through probate, bankruptcy or other judicial proceedings, then the Borrowers agree and promise to pay _____ percent (_____ %) additional on the amount of principal and interest then owing as attorney's fees.

If default occurs in the payment of any principal or interest when due hereunder, or upon the occurrence of any default or failure to perform any covenant, agreement or obligation to be performed under any document or instrument executed in connection with or as security for this Note, or upon Borrower's insolvency or business failure, the appointment of a receiver of all or any part of Borrower's property, an assignment for the benefit of creditors of Borrower, a calling of a meeting of creditors of Borrower, the commencement of any proceeding under any bankruptcy, insolvency or debtor relief laws by or against Borrower or any guarantor or surety for Borrower, the holder hereof may, at its option, declare the entirety of this Note, principal and interest, immediately due and payable, and pursue any and all other remedies available to it at law or in equity, but failure to do so at any time shall not constitute a waiver of such holder's right to do so at any other time. Failure to exercise this option upon any default shall not constitute a waiver of the right to exercise it in the event of any subsequent defaults.

Each Borrower, surety and endorser of this Note expressly waives all notices of any kind or character, demands for payment, presentations for payment, notices of intention to accelerate,

notice of acceleration, the maturity, protest and notice of protest, as to this Note and as to each, every and all installments hereof.

The parties intend to conform strictly to the applicable usury laws. All agreements between Lender and Borrower (or any other party liable with respect to any indebtedness under the Loan Documents) are hereby limited by the provisions of this paragraph which shall override and control all such agreements, whether now existing or hereafter arising and whether written or oral. In no way, nor in any event or contingency (including but not limited to prepayment, default, demand for payment, or acceleration of the maturity of any Obligations or any part thereof), shall the interest contracted for, charged or received under the Note or otherwise exceed the maximum amount permissible under applicable law. If, from any possible construction of any document, interest would otherwise be payable to Lender in excess of the maximum lawful amount, any such construction shall be subject to the provisions of this paragraph and such document shall be automatically reformed and the interest payable to Lender shall be automatically reduced to the maximum amount permitted under applicable law, without the necessity of execution of any amendment or new document. If Lender shall ever receive anything of value which is characterized as interest under applicable law and which would apart from this provision be in excess of the maximum lawful amount, an amount equal to the amount which would have been excessive interest shall, without penalty, be applied to the reduction of the principal amount owing in the inverse order of its maturity and not to the payment of interest, or refunded to Borrower to the extent that the amount which would have been excessive interest exceeds unpaid principal. The right to accelerate maturity of the Note or any other indebtedness does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to charge or receive any unearned interest in the event of acceleration. All interest paid or agreed to be paid to Lender shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term (including any renewal or extension) of such indebtedness so that the amount of interest on account of such indebtedness does not exceed the maximum permitted by applicable law.

Borrower may prepay all or any part hereof at anytime without penalty, and interest shall immediately cease on all amounts so prepaid. All prepayments shall be applied first to accrued but unpaid interest, the balance to installments due hereon in inverse order of maturity.

This Note shall be governed by and construed in accordance with the laws of the State of Texas.

BORROWER

