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State of Texas
County of El Paso

DEED OF TRUST, dated as of September 27, 1970, from Horizon Properties Corporation and Horizon Sales Corporation, Delaware corporation (hereinafter collectively called Mortgagor), whose address is 4400 East Broadway, Tucson, Arizona 85703, to El Paso National Bank (hereinafter called Trustee), whose address is El Paso, Texas 79901 as trustee for the benefit of the Horizon Corporations (hereinafter called Beneficiary), whose address is 4400 East Broadway, Tucson, Arizona 85703.

Each Mortgagor is a wholly owned subsidiary of Beneficiary and depend either wholly or substantially upon Beneficiary for their financial needs, and as a result thereof each Mortgagor is and will be, from time to time, substantially indebted to Beneficiary, as the result of loans or advances being made by Beneficiary to Mortgagor (hereinafter called the Horizon Loan). Beneficiary has, subject and pursuant to the terms and provisions of a Restated Loan and Security Agreement, dated as of September 27, 1970 (hereinafter called the Loan Agreement) obtained and will continue to obtain loans from time to time, from the First National Bank of Boston, on a revolving basis, not exceeding \$17,000,000 in the aggregate outstanding at any one time, which loans will inure to the benefit of Mortgagor, such loans constituting a primary source of financing for Beneficiary and to enable Beneficiary to, among other things, meet the financial needs of Mortgagor (hereinafter with the Horizon Loan collectively called the Loan).

NOW, THEREFORE, in consideration of \$10 and other good and valuable consideration in hand paid, the receipt and sufficiency of which hereby are acknowledged, to secure the payment of the principal of and interest on the Loan and the payment, performance and discharge of all other indebtedness and other obligations now or hereafter owing by Mortgagor to Beneficiary, its successors and assigns, Mortgagor by these presents hereby grant, bargain, sell, assign, mortgage, convey, and warrant until Trustee all of the right, title and interest each Mortgagor has to such portions of the property described on Schedule A hereto, TOGETHER WITH:

(a) Mortgagor's interest in all buildings, improvements, alterations or appurtenances now standing or at any time hereafter constructed or placed upon the Mortgaged Property or any part thereof;

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(b) Mortgagor's interest in all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of the Mortgaged Property or in anywise appertaining thereto and all right, title and interest of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Mortgaged Property or any part thereof;

(c) Mortgagor's interest in all rents, revenue, income, profits and other benefits arising from the use or enjoyment of all or any portion of the Mortgaged Property;

(d) Mortgagor's interest as landlord in all leases covering various portions of the Mortgaged Property;

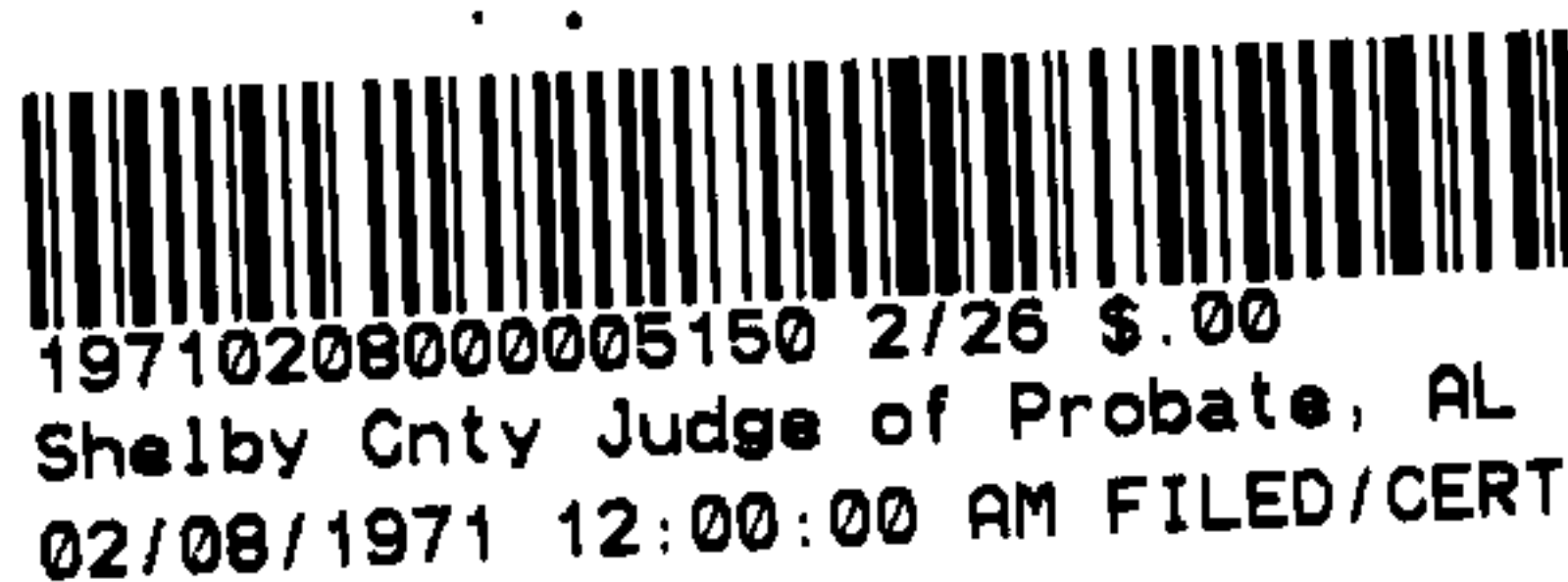
(e) all of Mortgagor's right, title and interest in and to any award or awards heretofore made or hereafter to be made by any municipal, state or Federal authorities or Boards to the present and all subsequent owners of the Mortgaged Property, including any awards or awards for a taking of title, possessions or right of access to a public way or for any change or changes of grade of streets affecting the Mortgaged Property; and

(f) all the estate, right, title, interest, claim or demand whatsoever of Mortgagor, either at law or in equity, in possession or expectance of, in and to the Mortgaged Property;

(hereinafter called the Mortgaged Property);

SUBJECT, HOWEVER, TO:

(a) easements, building and use restrictions of record, zoning



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laws and ordinances, minor encroachments and other irregularities in title and other similar encumbrances which do not individually, or in the aggregate, materially detract from the value of the Mortgaged Property or impair the use thereof for the purpose intended or subject such use to the risk of being impaired;

(b) taxes and assessments not yet overdue; and

(c) mortgages and deeds of trust set forth on Schedule B here-

to (hereinafter called the First Mortgage);

(hereinafter collectively called Permitted Encumbrances);

TO HAVE AND TO HOLD the same unto Trustee, its successors and assigns, in trust, nevertheless, forever.

THE CONDITION OF THESE PRESENTS is such that if Horizon or Mortgagor shall pay or cause to be paid the principal of and interest, if any, on the Loan and all other indebtedness secured hereby, as and when the same shall become due and payable, then this Deed of Trust and the estate and rights hereby granted shall be void, otherwise to remain in full force and effect.

I. Warranty of Title

To induce Beneficiary to make the Horizon Loan, Mortgagor hereby represents and warrants that Mortgagor has good and indefeasible title in fee simple to the Mortgaged Property free and clear of any liens, charges, encumbrances, trusts, security interest and adverse claims whatsoever except this Deed of Trust and Permitted Encumbrances.

II. Affirmative Covenants

Mortgagor hereby covenants and agrees that until the entire principal of and interest on the Loan and all other indebtedness secured hereby shall have been paid in full, it will:

2.1 Legal Requirements. Promptly and faithfully comply with, confirm to and obey all present and future laws, ordinances, rules, regulations and requirements which may be applicable to the Mortgaged Property, or any part thereof; or to the use or manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Mortgaged Property, or any part thereof.

2.2 Impositions. Duly pay and discharge, or cause to be paid and discharged, not later than the due date or prior to the expiration of any period of grace thereof, all taxes, assessments, fees and other governmental charges (and any interest or costs with respect thereto) and all charges for any easement or agreement maintained for the benefit of the Mortgaged Property, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, that at any time prior to or after the execution of this Deed of Trust may be assessed, levied, or imposed upon, the Mortgaged Property or the rent or income received therefrom, or any use or occupancy thereof (hereinafter called Impositions); and furnish to Beneficiary, at least 10 days before delinquency or before the expiration of any period of grace with respect thereto, as the case may be, receipts (or copies thereof) of the appropriate taxing or other authority, or other evidence reasonably satisfactory to Beneficiary, evidencing the payment of all Impositions, or upon the request of Beneficiary. Notwithstanding the foregoing, Mortgagor may, at its own expense, after prior written notice to

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Beneficiary with respect to any material item, contest by appropriate legal proceedings, promptly initiated and conducted in good faith and with due diligence the amount, validity or application, in whole or in part, of any Imposition if (i) such proceedings shall suspend the collection thereof from Mortgagor and from its property, (ii) Mortgagor shall have established on its books a reserve in the full amount of such contested Imposition, and (iii) Mortgagor shall have furnished such security as may be required in the proceedings or as may be reasonably requested by Beneficiary.

2.3 Mortgaged Property. Permit Beneficiary, at all reasonable times during business hours, to inspect the Mortgaged Property; and defend, at its own cost and expense, any action, proceeding or claim affecting the Mortgaged Property.

III. Negative Covenants

Mortgagor further covenants and agrees that until the entire principal of and interest on the Loan and all other indebtedness secured hereby shall have been paid in full, it will not use the Mortgaged Property or any part thereof or allow the same to be used or occupied for any unlawful purpose or in violation of any certificate or permit of occupancy or use or certificate of compliance covering or affecting the use thereof; suffer any act to be done or any condition to exist on the Mortgaged Property or any part thereof or any article to be brought thereon, which may be dangerous (unless safeguarded as required by law) or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto; commit or knowingly permit to be made any alterations or additions to the Mortgaged Property which would have the effect of materially diminishing the value thereof; permit any liens or

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encumbrances to attach to the Mortgaged Property or modify or amend any first Mortgages, including but not limited to the taking of further advances thereunder, without obtaining the prior written consent of Beneficiary.

IV. Default

4.1 Events of Default. The occurrence of any of the following shall constitute an Event of Default hereunder:

4.1.1 Default Under Loan Agreement. Any event that shall constitute an Event of Default under the Loan Agreement.

4.1.2 Breach of Covenant. Mortgagor shall fail to duly observe, or perform any covenant or agreement made by Mortgagor in or pursuant to this Deed of Trust, and the same shall continue for a period of 10 days after written notice thereof by the holder thereof to Mortgagor (provided, however, that if such default is curable and by its nature cannot reasonably be cured within 10 days, such curative period shall be extended for the period necessary to effect such cure so long as Mortgagor shall commence such cure within such 10 day period and shall proceed continuously, with due diligence and in good faith to cure such default).

4.1.3 Breach of Warranty. ^{the} Any representation or warranty made by Mortgagor in or pursuant to ^{to this Deed of Trust} this Deed of Trust, shall be determined by the holder thereof to have been false or misleading in any material respect as of the date on which the same was made.

4.1.4 Proceedings by Holder of the First Mortgage. A holder of any of the First Mortgages shall institute foreclosure or other

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proceedings for the enforcement of its remedies thereunder and the same shall not be vacated, set aside or stayed within ⁴⁵30 days from the date of institution of foreclosure or other proceedings.

4.1.5 Taxing Loan Indebtedness or Deed of Trust. The State of Texas shall pass any law (i) deducting from the value of real property for the purposes of taxation any lien thereon or changing in any way the laws for the taxation of deeds of trust or debts secured by deeds of trust for state or local purposes or the manner of collecting any such taxes which would materially and adversely affect the interest of Beneficiary hereunder, and (ii) imposing a tax either directly or indirectly on the Loan Indebtedness of this Deed of Trust (unless Mortgagor is permitted by law to pay, and pays, such tax in addition to all other payments required hereunder).

4.2 Remedies. If an Event of Default shall occur and be continuing, Beneficiary may, at its option:

4.2.1 Possession. Enter upon the Mortgaged Property and take possession thereof and of all books, records and accounts relating thereto, or direct trustee to do the same.

4.2.2 Use of Mortgaged Property. Hold, lease, operate or otherwise use or permit the use of the Mortgaged Property, or any portion thereof, in such manner, for such time and upon such terms as Beneficiary may deem to be in its best interest (making such repairs, alterations, additions and improvements thereto from time to time as Beneficiary shall deem necessary or desirable) and collect and retain all

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earnings, rents, profits or other amounts payable in connection therewith, or direct Trustee to do the same.

4.2.3 Sale of Mortgage Property. Foreclose this Deed of Trust and sell the Mortgaged Property, in whole or in part (the privilege of selling in whole or in part being hereby granted), or direct Trustee to do the same (if such is required, or if Beneficiary so desires),

(a) under the judgment or decree of a court of competent jurisdiction; or

(b) at public auction in front of the Court House (i) of El Paso County, as to the Mortgaged Property located in that county and (ii) of Hudspeth County, as to the Mortgaged Property located in that County, on the first Tuesday in any month between the hours of 10:00 a.m. and 4:00 p.m., after advertising the time, place, terms and manner of sale of the Mortgaged Property (or any part thereof) for at least 21 days successively next before the day of sale by posting up written or printed notices thereof at three public places in El Paso and Hudspeth Counties (one of which shall be at the Court House Door of each such county), to the highest bidder for cash in accordance with such advertisement, or

(c) in any other manner now or hereafter provided by Article 3810 of the Revised Civil Statutes of Texas relating to the sale of real property or by Article 9 of the Uniform Commercial Code as in effect in Texas relating to the sale of personal property;

Mortgagor hereby waiving all appraisalment, valuation stay, extension and redemption laws now or hereafter in force in the State of Texas and any



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right to have the Mortgaged Property marshalled. At any such sale Beneficiary may purchase the Mortgaged Property, or any part thereof, and Beneficiary shall receive a credit for the Loan, to the extent of the unpaid principal and accrued interest thereon, against the purchase price.

4.2.4 Other. Exercise any other remedy specifically granted under this Deed of Trust or now or hereafter existing in equity, at law, by virtue of statute or otherwise.

4.3 Application of Proceeds. The proceeds of any sale and the earnings of any holding, leasing, operation or other use shall be applied by Beneficiary in the following order:

(a) first, to the payment of the reasonable expenses of taking possession of the Mortgaged Property and of holding, using, leasing, repairing, improving and selling the same;

(b) second, to the payment of reasonable attorneys' fees and other legal expenses;

(c) third, to the payment of accrued and unpaid interest on the loan;

(d) fourth, to the payment of the unpaid portion of the principal of the Loan; and

(e) fifth, to the payment of all other indebtedness secured by this Deed of Trust.

Any surplus shall be paid to Mortgagor.

V. Condemnation

5.1 Assignment of Proceeds. Mortgagor hereby assigns, transfers and sets over to Trustee, in trust for the benefit of Beneficiary, all rights of Mortgagor to any award of payment in respect of (1) any taking

of all or a portion of the Mortgaged Property as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain (ii) any such taking of any appurtenances to the Mortgaged Property or of vaults, areas or projections outside the boundaries of the Mortgaged Property, or rights in, under or above the alleys, streets or avenues adjoining the Mortgaged Property or rights and benefits of light, air, view or access to said alleys, streets, or avenues, or for the taking of space or rights therein, below the level of, or above the Mortgaged Property; and (iii) any damage to the Mortgaged Property due to governmental action, but not resulting in a taking of any portion of the Mortgaged Property such as, without limitation, the taking of title, possession or right of access to a public way or of the changing of the grade of any street adjacent to the Mortgaged Property.

5.2 Prosecution of Claim. Mortgagor hereby agrees to file and prosecute its claim or claims for any such award of payment in good faith and with due diligence and cause the same to be collected and paid over to Beneficiary, and hereby irrevocably authorizes and empowers Trustee and Beneficiary, in the name of Mortgagor, or otherwise, to collect and receipt for any such award or payment and, in the event Mortgagor fails to act, or in the event that an Event of Default hereunder has occurred and is continuing, to file and prosecute such claim or claims.

5.3 Application of Proceeds. All proceeds received by Beneficiary with respect to a taking of the Mortgaged Property, or with respect to damage to the Mortgaged Property from governmental action not resulting in a taking of a portion of the Mortgaged Property, shall be applied by Beneficiary in the following order:



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- (a) first, to the payment of all costs and expenses (including reasonable attorneys' fees and other legal expenses) incurred in connection with collecting such proceeds;
- (b) second, to the payment of all accrued and unpaid interest on the Loan;
- (c) third, to the prepayment of the unpaid instalments of principal of the Loan in inverse order of maturity, without premium; and
- (d) fourth, to the payment of all other indebtedness secured by this Deed of Trust.

The balance, if any, will be paid to Mortgagor.

VI. Successor Trustee

Trustee or any successor trustee may be removed at any time, with or without cause, at the option of Beneficiary by written declaration of such removal executed by Beneficiary without any notice to or demand upon Trustee or the substitute trustee so removed, or Mortgagor or any other person. If at any time Trustee or any successor trustee should be so removed or should die or refuse, fail or be unable to act as Trustee or successor trustee, Beneficiary may appoint any person or corporation, including Beneficiary, as successor trustee hereunder without any formality other than a written declaration of such appointment executed by Beneficiary. Immediately upon such appointment, the successor trustee so appointed shall automatically become vested with all the estates and title in the Mortgaged Property and with all the rights, powers, privileges, authority, options and discretions, and charged with all the duties and liabilities, vested in or imposed upon Trustee pursuant to this Deed of

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Trust, and any conveyance executed by such successor trustee shall have the same effect and validity as if executed by Trustee.

VII. Miscellaneous

7.1 Subordination and Release of Lots.

(a) Mortgagor shall have the right, so long as this instrument remains in force and effect, to sell, or contract for the sale of, any and all portions of the property as subdivided lots or as unsubdivided tracts, and the same shall not be required to be contiguous; anything in this instrument to the contrary notwithstanding, and whether or not an event of Default by Mortgagor shall have occurred under the terms hereof, Beneficiary covenants and agrees that it will release from the lien hereof any unsubdivided tract or subdivided lot which is sold by Mortgagor, its successors or assigns, to a purchaser for cash or on any instalment sales contract, at such time, and upon the sole condition, that the instalment sale purchaser of such subdivided tract shall have complied or shall comply, as the case may be, with all the terms and conditions required to be performed by such instalment sale purchaser under his agreement with Mortgagor, its successors or assigns, it being the agreement between the parties hereto that notwithstanding any other provisions hereof to the contrary, the lien of this instrument shall be subordinate to the rights of any purchaser purchasing any unsubdivided tract or subdivided lot from Mortgagor, its successors or assigns, under an agreement wherein the payment is in cash or a portion of the purchase price is deferred.

(b) Beneficiary hereby constitutes and appoints El

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Paso National Bank, El Paso, Texas 79901 and its successors, if any, as attorney-in-fact for Beneficiary to execute all releases from the lien hereof requested by the Mortgagor, from time to time, upon condition that simultaneously therewith a release of the lien of the First Mortgage (as set forth on Schedule B hereto), with respect to the same property, has been executed and a conformed copy thereof has been sent by United States first class mail, postage prepaid, addressed to Beneficiary at its address as set forth in the preamble hereof. Beneficiary hereby reserves the right, upon 10 days prior written notice to the attorney-in-fact, to terminate its appointment.

7.2 Survival of Warranties and Covenants. The warranties, representations, covenants and agreements set forth herein shall survive the making of the Loan and the execution of all instruments and agreements executed in connection herewith, and shall continue in full force and effect until such Loan and all other indebtedness secured hereby shall have been paid in full; and all covenants and agreements shall run with the Mortgaged Property.

7.3 Further Assurances. Mortgagor agrees that at any time, and from time to time, it will upon the request of Beneficiary, execute and deliver such further documents and do such further acts and things as Beneficiary may reasonably request in order fully to effect the purposes of this Deed of Trust and to subject to the lien of this Deed of Trust any property intended by the provisions hereof to be covered hereby.

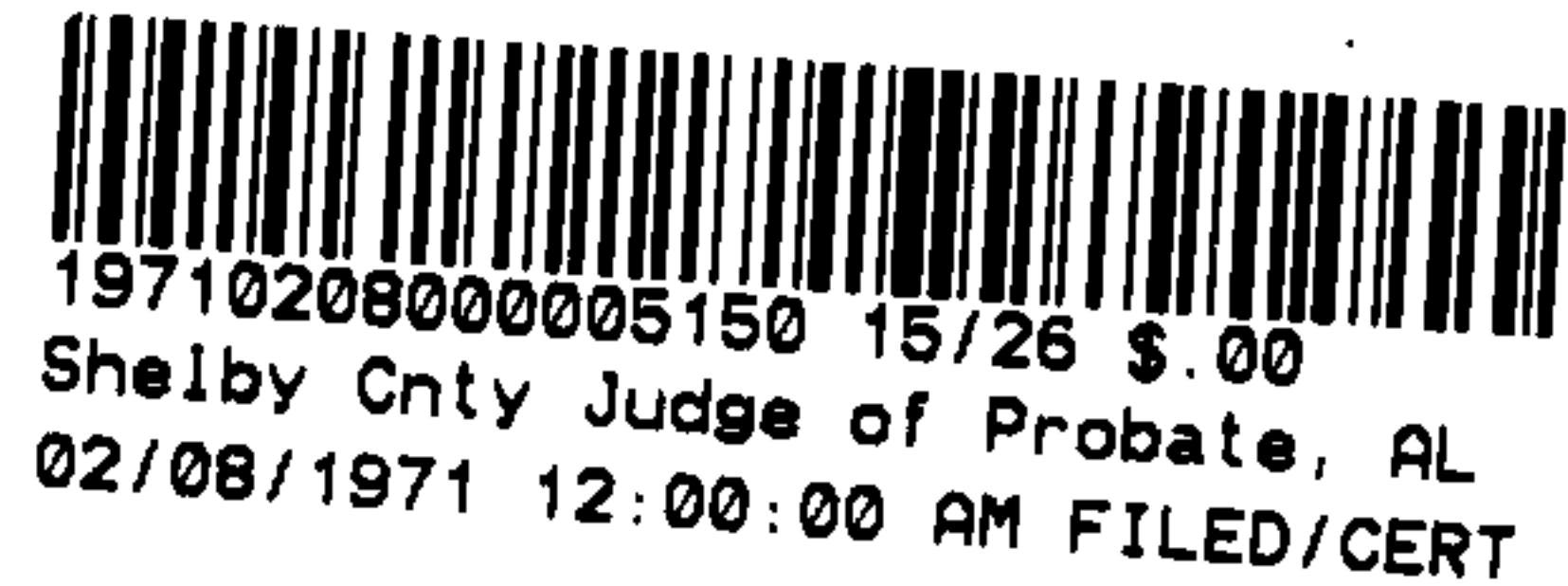
7.4 Performance of Mortgagor's Obligations. If Mortgagor shall fail to make any payment or perform any act required by this Deed of Trust, Beneficiary may, but shall not be obligated to, at any time thereafter,

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without notice to or demand upon Mortgagor and without waiving or releasing any obligation or default, make such payment or perform such act for the account of and at the expense of Mortgagor, and Beneficiary shall have the right to enter upon the Mortgaged Property for such purpose and to take all such action thereon as may be necessary or appropriate for such purpose, or direct Trustee to do so. If Beneficiary shall elect to pay any Imposition, it may do so in reliance on any bill, statement or assessment obtained from the appropriate public office, without inquiring into the accuracy thereof or into the validity of such Imposition. If Beneficiary shall elect to make any payment to protect the security intended to be created by this Deed of Trust, it shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same. All sums so paid, and all costs and expenses (including, but not limited to, reasonable attorneys' fees) so incurred, plus interest thereon at the rate of 15% per annum from the date of payment or incurring, shall constitute additional indebtedness secured by the lien of this Deed of Trust and Mortgagor shall pay the same to Beneficiary upon demand. Mortgagor shall indemnify Beneficiary and Trustee for all losses and expenses (including, but not limited to, reasonable attorneys' fees) suffered or incurred by Beneficiary or Trustee (as the case may be) by reason of any acts performed by it pursuant to the provisions of this subsection or by reason of this Deed of Trust; and any funds expended by Beneficiary or Trustee to which it shall be entitled to be indemnified, plus interest thereon at the rate of 15% per annum from the date of such expenditures,

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shall constitute additional indebtedness secured by the lien of this Deed of Trust, and Mortgagor shall pay the same to Beneficiary or Trustee (as the case may be) upon demand.

7.5 Rights, Remedies, Powers. Each and every right, remedy and power granted to Beneficiary hereunder shall be cumulative and in addition to any other right, remedy or power herein specifically granted or now or hereafter existing in equity, at law, by virtue of statute or otherwise and may be exercised by Beneficiary and Trustee from time to time concurrently or independently and as often and in such order as Beneficiary or Trustee may deem expedient. Any failure or delay on the part of Beneficiary or Trustee in exercising any such right, remedy or power, or abandonment or discontinuance of steps to enforce the same, shall not operate as a waiver thereof or affect its right thereafter to exercise the same, and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. In the event Beneficiary or Trustee shall have proceeded to enforce any such right, remedy or power and such proceedings shall have been determined adversely to it, then in each such event Mortgagor and Beneficiary or Trustee (as the case may be) shall be restored to their former positions and the rights, remedies and powers of Beneficiary and Trustee shall continue as if no such proceedings had been taken.

7.6 No Representations by Beneficiary. By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Beneficiary, pursuant to the provisions of this Deed of Trust, Beneficiary shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or

of any term, provisions or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Beneficiary.

7.7 Modification, Waiver, Consent. Any modification or waiver or any provisions of this Deed of Trust, or any consent to any departure by Mortgagor therefrom, shall not be effective in any event unless the same is in writing and signed by Beneficiary, and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose given. Any notice to or demand on Mortgagor in any event not specifically required of Beneficiary or Trustee hereunder shall not entitle Mortgagor to any other or further notice or demand in the same, similar or other circumstances unless specifically required hereunder.

7.8 Communications. Any notice, request, demand, consent, approval or other communication provided or permitted hereunder shall be in writing and be given by personal delivery or sent by United States first class mail, postage prepaid, addressed to the party for whom it is intended at its address set forth in the preamble hereof; provided, however, that any party may change its address for purposes of receipt of any such communication by giving ten days' written notice of such change to the other parties in the manner above prescribed.

7.9 Governing Law. This Deed of Trust shall be deemed to have been made under, and shall be governed by, the laws of the State of Texas in all respects, including matters of construction, validity and performance.

7.10 Severability. If any provision of any of this Deed of Trust is prohibited by, or is unlawful or unenforceable under, any applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be

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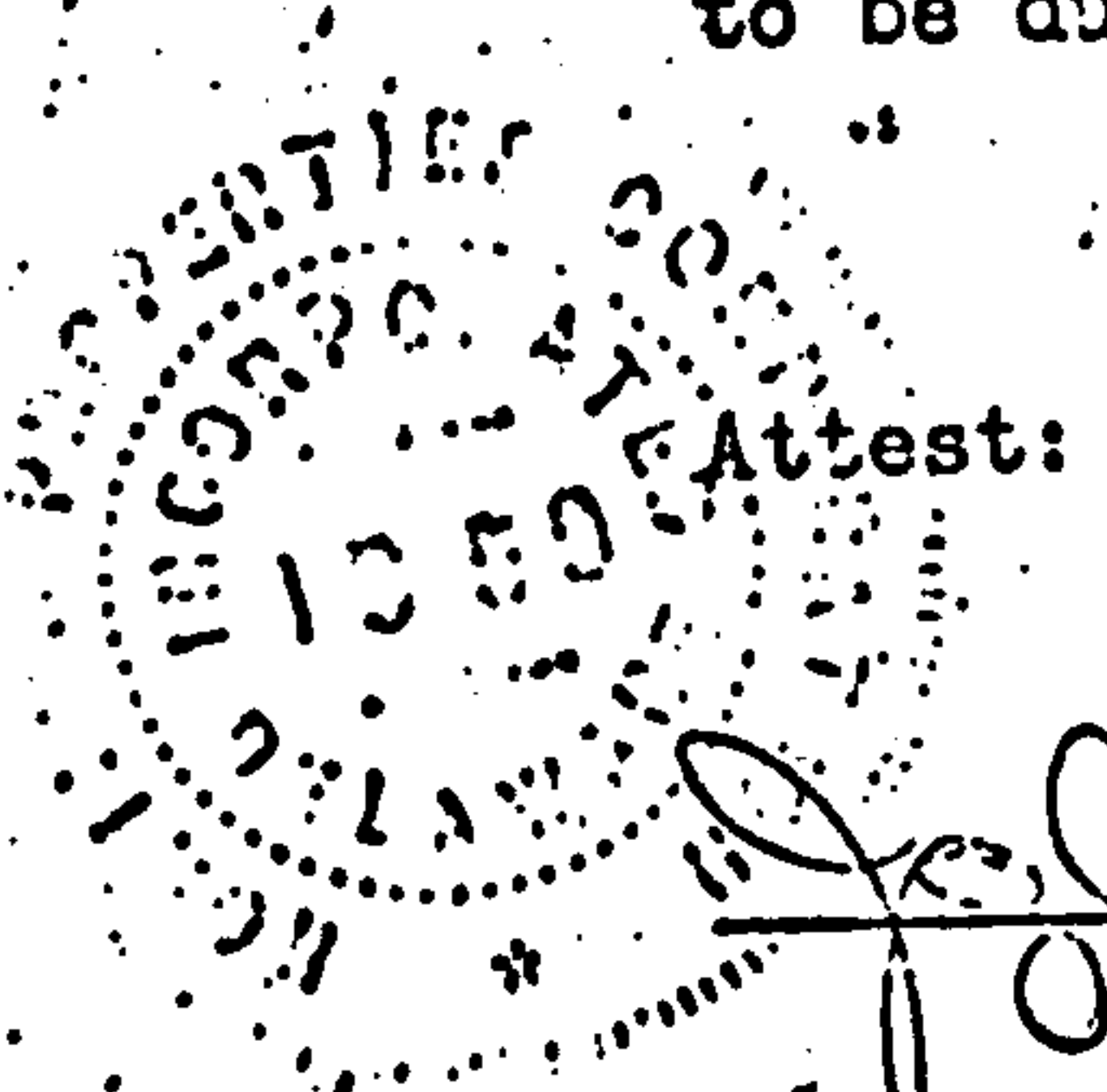
ineffective to the extent of such prohibition without invalidating the remaining provisions thereof; provided, however, that any such prohibition in any jurisdiction shall not invalidate such provision in any other jurisdiction; and provided, further, that where the provisions of any such applicable law may be waived, they hereby are waived by Mortgagor to the full extent permitted by law to the end that this Deed of Trust shall be deemed to be valid and binding agreements in accordance with their respective terms.

7.11 Binding Effect. This Deed of Trust shall be binding upon and shall inure to the benefit of the respective successors and assigns of Mortgagor, Beneficiary and Trustee.

7.12 Subordination. Notwithstanding any other provision hereof, this Deed of Trust shall be junior and subordinate to the First Mortgage.

IN WITNESS WHEREOF, Mortgagors have each caused this Deed of Trust to be duly executed, as of the date first written above.

Attest:

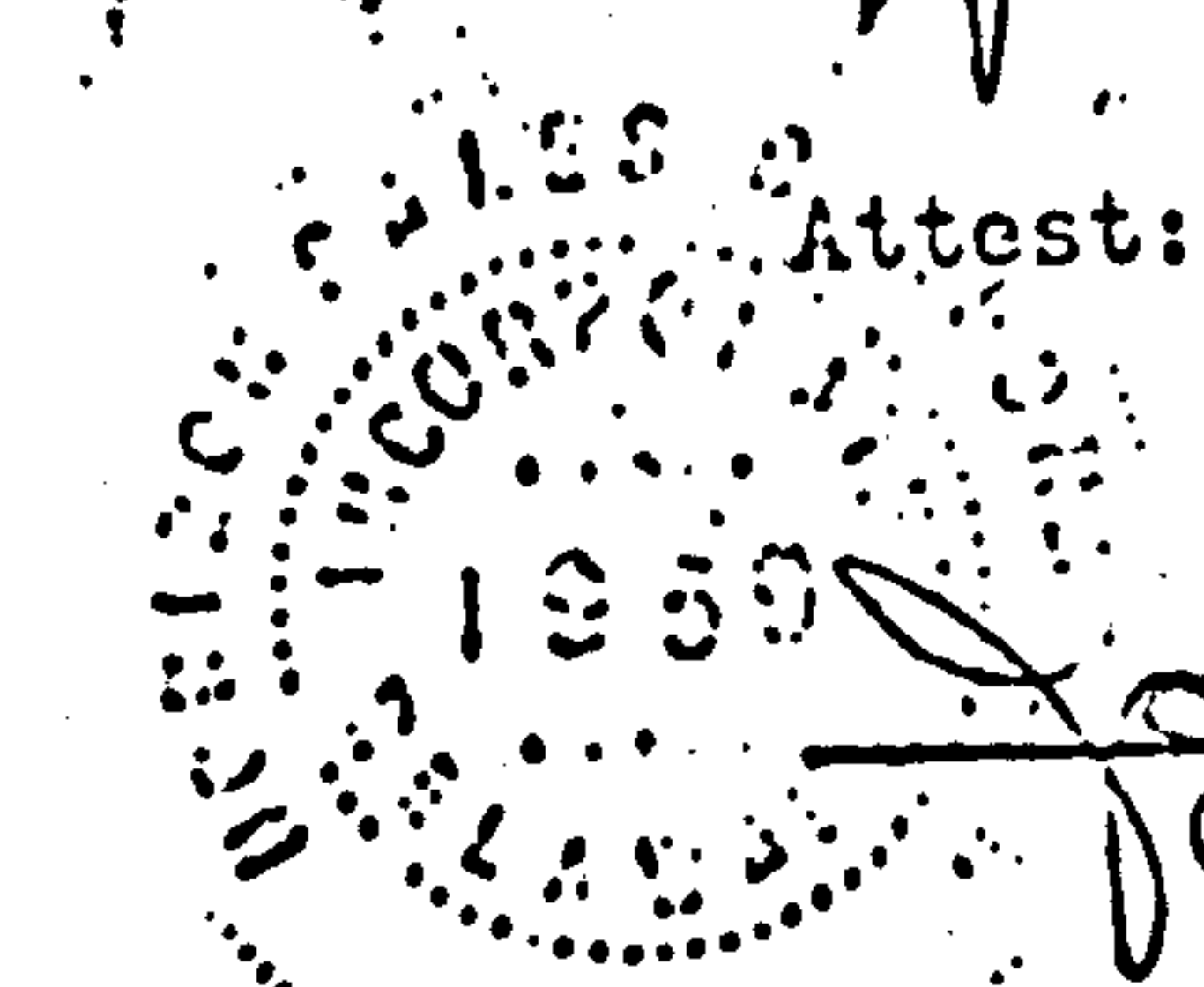

John D. Davis
Asst. Secretary

HORIZON PROPERTIES CORPORATION

By

[Signature]
Vice-President

Attest:


John D. Davis
Asst. Secretary

HORIZON SALES CORPORATION

By

[Signature]
Vice-President

ACKNOWLEDGMENT

STATE OF TEXAS ARIZONA }
COUNTY OF Pima } SS.

Before me, the undersigned authority, on this day personally appeared Russell C. Wilde, Vice President of Horizon Sales Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 29th day of September, 1970.

Walter M. Kottrell

Notary Public, El Paso County, Texas
Pima

My Commission Expires: 2/1/71



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ACKNOWLEDGMENT

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STATE OF ~~TEXAS~~ ARIZONA)
COUNTY OF Pima) SS.

Before me, the undersigned authority, on this day personally appeared Russell C. Webb, Vice President of Horizon Properties Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this 29th day of September, 1970.

Helen M. Littlefield
Notary Public, Pima County, Texas
My Commission Expires: 2/1/71

SCHEDULE "A"



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DESCRIPTION OF PROPERTY

EL PASO COUNTY

PUBLIC SCHOOL LANDS - Block 7:

<u>Section #</u>	<u>Acres</u>
4 - Southwest Quarter	160
5	640
6 Part not Conveyed to Atlas Lime Co.	445.2
7	640
8	640
9	640
15 - East Half and South- west Quarter	480
16	640
17	640
18	640
19	640
20	640
21	640
22	640
23 - South half of the South Half	160

BLOCK 79 - TOWNSHIP 3:

<u>Section #</u>	<u>Acres</u>
3	640
11	640
15	640
17	640
19	640

LEIGH CLARK SURVEY:

<u>Section #</u>	<u>Acres</u>
291	640
296	640

C. D. STUART SURVEY:

<u>Section #</u>	<u>Acres</u>
322	640

W. J. RAND SURVEY:

<u>Section #</u>	<u>Acres</u>
325	640

PUBLIC SCHOOL LANDS - Block 5:
South of Highway 62

<u>Section #</u>	<u>Acres</u>
19	86.57

PUBLIC SCHOOL LANDS - Block 6:
South of Highway 62

<u>Section #</u>	<u>Acres</u>
24	59.28

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312 1664

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Shelby Cnty Judge of Probate, AL
02/08/1971 12:00:00 AM FILED/CERT

BLOCK 77 - TOWNSHIP 3:

<u>Section #</u>	<u>Acres</u>
6	640
8	640
14	640
16	640
18	640
24	640
26	640
32	640
38	640
40	640
42	640
44	640
46	640
48	640
3	640
5	640
7	640
9	640
11 - West Half	320
13 - South Half	320
15	640
17	640
19	640
21	640
23	640
25	640
27	640
29	640
31	640
33	640
35	640
37	640
39	640
41	640
43	640
45	640
47	640
2 - West Half	320
4	640
10	640

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BLOCK 78 - TOWNSHIP 3:

<u>Section #</u>	<u>Acres</u>
21	640
25	640
27	640
29	640
31	640
33	640
35	640
39	640
41	640
43	640
45	640
47	640
28	640
30	640
32	640
36	640
37	640
38	640
42	640
48	640

BLOCK 78 - TOWNSHIP 4:

3	640
5	640

312 1465

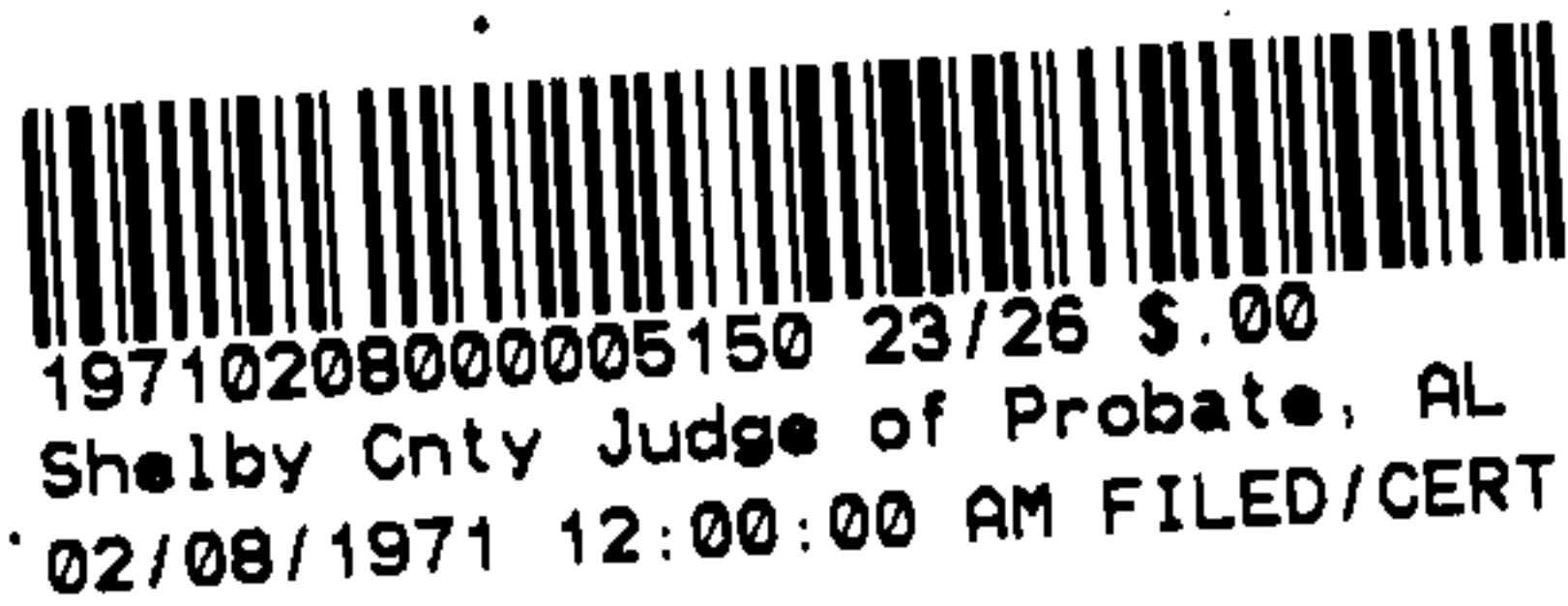


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Shelby Cnty Judge of Probate, AL
02/08/1971 12:00:00 AM FILED/CERT

STATE OF TEXAS

El Paso County

<u>SECTION</u>	<u>BLOCK</u>	<u>TOWNSHIP</u>	<u>ACRES</u>
20	77	3	640
28	77	3	640
34	77	3	640
26	78	3	640
-- 34	78	3	640
-- 44	78	3	640
4	78	4	640
297	Leigh Clark		645
295	Leigh Clark		576.86



ALL of Sections 1, 12, 13, 19;
Section 20, except the North Half of the Northeast Quarter;
ALL of Sections 21, 23 and 24, BLOCK 78, TOWNSHIP 2;
ALL of Sections 1, 3, 4, 5, 6, 7, 8, 9, 11, 13, 14, 15, 16,
17, 18, 19; the North Half of the Southwest Quarter of
Section 20;
ALL of Sections 22 and 23, BLOCK 78, Township 3;
ALL of Sections 1, 12, 13 and ALL of Section 9, except
17.663 acres, more or less, conveyed to the City of El Paso,
Texas, by Deed of record in Volume 160, Page 662, El Paso
County, Texas, in BLOCK 79, TOWNSHIP 3; and
SAVE AND EXCEPT a strip of land 100 feet wide through
said Sections 17, 18, 20, 22 and 23, BLOCK 78, TOWNSHIP 3
and Sections 9 and 13, BLOCK 79, TOWNSHIP 3, which strip
is fully described by metes and bounds in Special Warranty
Deed dated June 16, 1969 from El Paso National Bank,
Trustee to Horizon Properties Corporation, recorded in
micro film Deed Records.255 at Page 874, El Paso County, Texas.

Section 12, except the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$
of the Northwest $\frac{1}{4}$ thereof and Section 2 all in Block
77, TOWNSHIP 4, Texas and Pacific Railway Company
Surveys, El Paso County, Texas, excepting therefrom
the Fabens Cutoff right-of-way.

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312 1457

Hudspeth County, Texas

BLIC SCHOOL LANDS - Block 9:

<u>Section #</u>	<u>Acres</u>
19	640

BLIC SCHOOL LANDS - Block 10:

<u>Section #</u>	<u>Acres</u>
5	640
16	640
18	640
19	640



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Save and except, however, from the property described in the foregoing schedule numbered 1 through 5, all of the portions thereof which have been conveyed by a Mortgagor (Grantor) by deeds dated prior to the date upon which the foregoing instrument is recorded, it being the intention of the parties that this instrument shall encumber only those portions of the property herein described in which the Mortgagor (Grantor) has an interest in fee on the date of the recording hereof.

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SCHEDULE "B"

PERMITTED ENCUMBRANCES

Vendor's Lien Retained in Warranty Deed from El Paso National Bank, Trustee, to Horizon Properties Corporation, dated December 31, 1959, and recorded in Deed Records, El Paso County, Texas, in Book 1524, at Page 587, and in Deed Records, Hudspeth County, Texas, in Book 63, at Page 298.

Note: There is no Deed of Trust.

Vendor's Lien Retained in Special Warranty Deed from El Paso National Bank, Trustee, to Horizon Properties Corporation, dated June 16, 1969, and recorded in Deed Records, El Paso County, Texas, in Volume 255, Page 291, microfilm Deed of Trust Records, El Paso County, Texas.

Vendor's Lien Retained in Warranty Deed from Leo Rich and Mildred Rich, husband and wife, and Robert Kissel and Sylvia Kissel, husband and wife, to Horizon Properties Corporation, dated March 31, 1968, and recorded in Deed Records, El Paso County, Texas, in Book 202, at Page 1697, and further secured by a Deed of Trust of even date to Abner S. Lipscomb, Trustee, recorded in Book 202, at Page 1701, which liens were assigned to El Paso National Bank, El Paso, Texas, a Corporation, as Trustee.



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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1971 FEB -8 PM 3:15

U.C.C. FILE NUMBER OR
REC. BK. & PAGE AS SHOWN ABOVE
Consolidated
JUDGE OF PROBATE

312 1470

When recorded, return to

Clara R. Bell

1215 Southeast Center

El Paso, Texas 79901



COUNTY CLERK, EL PASO COUNTY, TEXAS

J. A. Fields

COUNTY OF EL PASO
STATE OF TEXAS
I hereby certify that this instrument was filed on the
date and time stamped hereon by me and was duly re-
corded in the volume and page of the named records
of El Paso County, Texas, as stamped hereon by me.
OCT 2 1970



19710208000005150 26/26 \$.00
Shelby Cnty Judge of Probate, AL
02/08/1971 12:00:00 AM FILED/CERT

KEY PUNCHED

FILED FOR RECORD
IN MY OFFICE

1970 OCT 2 AM 11 32

Edith B. Johnson

*Helen Ray Clegg
Hanger Justice City*

7

El Paso Mills Bldg

37661

DT