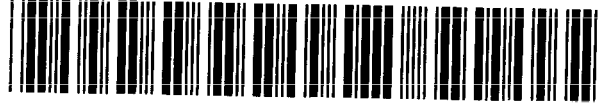


\$ 46.00
Eagle



9/46-

RETURN ADDRESS:
LAW OFFICE OF MICHAEL J. DALEY
PO BOX 4313
MCALLEN, TEXAS 78502
TEL (956) 661-9992

**DEED OF TRUST, SECURITY AGREEMENT
AND FINANCING STATEMENT
{STATE OF COLORADO}**

THE STATE OF COLORADO §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF EAGLE §

THAT, **ROBERTO GONZALEZ MORENO AND WIFE, PATRICIA VALDES DE GONZALEZ**, hereinafter called "**Grantors**", in consideration of TEN DOLLARS (\$10.00) in hand paid, and of the debt and trust hereinafter mentioned, have granted, sold and conveyed, and by these presents do grant, sell and convey unto **THE EAGLE COUNTY PUBLIC TRUSTEE** (at 500 Broadway, PO Box 479 Eagle, Colorado 81631), hereinafter called the "**Trustee**", and to his successors in trust, the following described land and other property situated in the County of Eagle, State of Colorado:

Lot 20, Tract I, Beaver Creek Subdivision, Fourth Filing, according to the map recorded July 1, 1980 in Book 304 at Page 875, County of Eagle, State of Colorado.

together with all buildings and improvements thereon and hereafter placed thereon; appurtenances, servitudes, rights, ways, privileges, prescriptions and advantages thereunto belonging or in anywise appertaining, hereinafter called the "**Mortgaged Premises**";

TO HAVE AND TO HOLD the Mortgaged Premises unto the Trustee forever. Grantors hereby bind themselves to warrant and forever defend the title to the Mortgaged Premises, or any part thereof, unto the Trustee against all persons whomsoever claiming or to claim the same or any part thereof.

1. This conveyance is made in trust, however, to secure payment of a debt in the principal sum of **ONE MILLION TWO HUNDRED THOUSAND AND NO/100THS DOLLARS (\$1,200,000.00)** evidenced by a promissory note of even date herewith, hereinafter called the "**Note**", the terms of which are incorporated herein by reference, executed by Grantors payable to order of **INTERNATIONAL BANK**, hereinafter called the "**Noteholder**", at 1801 South 2nd Street, P.O. Box 1700, McAllen, Texas 78505, which is the Noteholder's post office address, or at such other place as the Noteholder may from time to time designate in writing, with interest and principal payments as stipulated and provided in said Note and finally maturing on February 8, 2012, unless demand for payment is made prior to such date.

2. This conveyance is made in trust to further secure payment of all other amounts with interest thereon becoming due and payable to the Noteholder under the terms of the Note or this Deed of Trust, including (but not limited to) any extension, renewal or reamortization of said debt, any increase or addition thereto and any future debt owing by Grantors to the Noteholder, the payment thereof being secured or intended to be secured hereby; and to further secure performance and discharge of each and every promise, obligation, covenant and agreement of Grantors contained in the Note, this Deed of Trust or any other instrument executed by Grantors, pertaining to said debt or the security therefor.

This conveyance is also made in trust to secure and enforce the payment of all other indebtedness of Grantor to Beneficiary presently existing or which may in any manner or means hereafter be incurred by Grantor and evidenced in any manner whatsoever, either by notes, advances, overdrafts, bookkeeping entries or any other method or means. This

1433461
Chicago



instrument is also executed for the purpose of securing and enforcing the payment of any renewal and extension of any note or of any part of the said indebtedness of Grantor, and including any further loans and advances made by Beneficiary under the provisions hereof. The fact of repayment of all indebtedness of Grantor to Beneficiary shall not terminate the lien evidenced by this Deed of Trust, unless the same be so released by said Beneficiary at the request of Grantor; but otherwise it shall remain in full force and effect to secure all future advances and indebtedness, and shall be unaffected by any renewals, extensions or partial releases hereunder.

3. As additional security for the payment of said debt, Grantors, to the extent of its interest, hereby transfer and assign unto the Noteholder:

- (a) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of all or any part of the Mortgaged Premises under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises or any part thereof, or to any rights appurtenant thereto. The Noteholder is hereby authorized, but shall not be required, on behalf and in the name of Grantors, to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. The Noteholder may apply all such sums or any part thereof so received, after the payment of all expenses, including costs and attorneys' fees, on the debt in such manner as the Noteholder elects.
- (b) All bonuses, rents and royalties accrued or to accrue under all oil, gas or mineral leases, now existing or which may hereafter come into existence. Grantors direct payment of the same to the Noteholder, at the option of the Noteholder and upon written demand of the Noteholder therefor, to be applied to the debt until paid, whether due or not, and either before or after any default under the terms of this Deed of Trust or the Note.
- (c) All rents, issued and profits of the Mortgaged Premises, including, but not limited to, all unsevered crops, or Grantors' interest therein. Grantors direct payment of the same to the Noteholder to be applied to the debt until paid, whether due or not. This assignment shall become operative upon any default of Grantors under the terms of this Deed of Trust or the Note and shall remain in full force and effect so long as any default continues in the matter of making any of the payments or the performance of any of the covenants set forth in this Deed of Trust or the Note. All lessees of the Mortgaged Premises are hereby authorized and directed to pay all such rents as they accrue directly to Noteholder upon its demand.

4. The proceeds of the Note to the extent that the same are utilized to take up any outstanding liens against the Mortgaged Premises, or any portion thereof, have been advanced by the Noteholder at Grantors' request and upon Grantors' representation that such amounts are unpaid and are secured by valid liens against the Mortgaged Premises. The Noteholder shall be subrogated to any and all rights, superior titles, liens, and equities owned or claimed by any owner or holder of any outstanding liens and debts, however remote, regardless of whether said liens or debts are acquired by the Noteholder by assignment or are released by the holder thereof upon payment.

5. Grantors further covenant and agree:

- (a) That Grantors will pay the principal of and interest on the Note in accordance with the terms thereof. That Grantors are seized of the Mortgaged Premises, subject to permitted exceptions, and are entitled to convey the same; that Grantors will make such further assurance of title as may be necessary to fully confirm to the Trustee the title to the Mortgaged Premises.
- (b) To the extent of Grantors interest, that all awnings, door and window screens, storm windows and doors, mantels, cabinets, rugs, carpeting linoleum, wall and in-a-door beds, stoves, shades, blinds, oil and other fuel-burning systems and equipment, water heaters, radiator covers, and all plumbing, heating, lighting, cooking, ventilating, cooling, air-conditioning and refrigerating apparatus and

equipment, and such goods and chattels and personal property as are ever furnished by landlords in letting or operating an unfurnished building, or which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry or in other manner, and all additions thereto and replacement thereof, and such built-in equipment as shown by plans and specifications, are and shall be deemed to be fixtures and accessions to the Mortgaged Premises, being hereby agreed to be immovables and a part of the realty as between the parties hereto, and shall be deemed to be a part and portion of the Mortgaged Premises.

- ©) To the extent of Grantors obligations, that Grantors will pay (prior to delinquency) all taxes and assessments levied or assessed upon the Mortgaged Premises, or the interest created therein by this Deed of Trust, and exhibit the receipts therefor to the Noteholder (unless such payments are made by the Noteholder, as hereinafter provided), (provided that Grantors shall have the right to reasonably contest the taxes and assessments) and will defend the title and possession of the Mortgaged Premises, subject to permitted exceptions, to the end that this Deed of Trust shall be and remain a first lien on the Mortgaged Premises until the debt is paid. That Grantors will pay all attorneys' fees and expenses which may be incurred by the Noteholder in enforcing the terms of the Note and this Deed of Trust or in any suit in which the Noteholder may become a party where this Deed of Trust or the Mortgaged Premises is in any matter involved and all expenses incurred in presenting a claim against the estate of a decedent or a bankrupt.
- (d) That Grantors will keep all insurable Mortgaged Premises insured against all hazards including flood for the protection of the Noteholder in such manner, in such amounts, and in such companies as the Noteholder may approve, and keep the policies therefor, properly endorsed, on deposit with the Noteholder. If renewal policies are not delivered to the Noteholder 30 days before the expiration of existing policy or policies, with evidence of premiums paid, the Noteholder may, but is not obligated to, obtain the required insurance on behalf of Grantors (or insurance in favor of the Noteholder alone) and pay the premiums thereon. Grantors assign to the Noteholder all right and interest in all such policies of insurance and authorize the Noteholder to collect for, adjust or compromise any losses under any insurance policy on the Mortgaged Premises, and loss proceeds (less expenses of collection) shall, at the Noteholder's option, be applied on the debt, whether due or not, or to the restoration of the Mortgaged Premises, or be released to Grantors, but such application or release shall not cure or waive any default.
- (e) That, in the event of default and when requested by the Noteholder, Grantors will pay with and in addition to the monthly payments of principal and interest payable under the terms of the Note, on the same day as the principal and interest instalments are due and payable, a sum equal to one-twelfth of the estimated annual ground rents, taxes, hazard insurance premium, flood insurance premiums and special assessments, if any, next due on the Mortgaged Premises. If the amount so paid is not sufficient to pay such ground rents, taxes, hazard insurance premium, flood insurance premium and assessments when due, then Grantors will deposit immediately with the Noteholder an amount sufficient to pay same. If there is a default under any of provisions of this Deed of Trust resulting in a sale of the Mortgaged Premises or foreclosure, or if the Noteholder acquires the Mortgaged Premises otherwise after default, the Noteholder shall apply, at the time of commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining of the funds accumulated under this provision as a credit against the amount then remaining unpaid under the Note. No interest shall accrue or be allowed on any payments made under the provisions of this paragraph. In the event the principal and interest on the Note is payable other than in monthly installments, Grantors will, when requested by the Noteholder, pay to Noteholder the amounts required under this paragraph in such amounts and at such times as may be requested by Noteholder.
- (f) That Grantors will not commit or permit any waste on the Mortgaged Premises and will keep the buildings, fences and all other improvements now or hereafter erected on the Mortgaged Premises in

sound condition and in good repair and will neither do nor permit to be done anything to the Mortgaged Premises that may impair the value thereof and the Noteholder shall have the right of entry upon the Mortgaged Premises at all reasonable times for the purpose of inspecting the same. The Noteholder shall not unreasonably interfere with the business operation at the Mortgaged Premises and shall be responsible for any damages that it causes during the inspection.

6. The Noteholder, after the expiration of the ten (10) day monetary cure period and the thirty (30) day non-monetary cure period, without notice, may take possession of the Mortgaged Premises upon default of Grantors under the terms of this Deed of Trust or the Note, rent the same for the account of Grantors, deduct from the rents all expenses and apply the remainder to the debt.

7. The Grantors agree that the Noteholder hereof may accelerate the unpaid principal amount outstanding on the Note, together with all interest accrued and unpaid, upon the happening of any of the following events without the Noteholder's prior written consent (which consent the Noteholder shall have no obligation to grant):

- (a) The voluntary transfer of beneficial ownership of all or part of the Mortgaged Premises, whether by deed, contract for deed, or otherwise;
- (b) The existence of any voluntary or involuntary lien, encumbrance or charge against the Mortgaged Premises, or any part thereof, which is superior to the Noteholder's lien hereunder, except for the lien for non-delinquent ad valorem taxes; or
- (c) The existence of any lease on the Mortgaged Premises, or any part thereof, in excess of one year, whether or not the Lessee thereof may have an option to purchase the property subject thereto.

As a condition to granting its consent to any of the foregoing, the Noteholder may impose such conditions as it may deem proper, and may require that the terms hereof be modified in whole or in part, including, by way of illustration but not in limitation, a modification of the repayment term, installment payments, and interest rate. No consent granted hereunder shall apply to any subsequent occurrence which would otherwise require the Noteholder's consent.

8. In the event the ownership of the Mortgaged Premises, or any part thereof, becomes vested in a person other than Grantors, the Noteholder may, without notice to Grantors, deal with such successor or successors in interest with reference to this Deed of Trust and to said debt in the same manner as with Grantors without in any way vitiating or discharging Grantors' liability hereunder or upon the debt. No sale of the Mortgaged Premises and no forbearance on the part of the Noteholder and no extension of the time for the payment of the debt hereby secured, given by the Noteholder, shall operate to release, modify, change, or affect the original liability of Grantors, either in whole or in part.

9. The Noteholder, without notice, may release any part of the Mortgaged Premises, or any person liable for the debt, without in any way affecting the lien hereof upon any part of the Mortgaged Premises not expressly released, or the liability of debtors not expressly released, and may agree with any party obligated on the debt, or having any interest in the Mortgaged Premises, to extend the time for payment of any part of or all of the debt. Such agreement shall not in any way release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in the Mortgaged Premises which interest is subject to this Deed of Trust.

10. Grantors waive the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisalment before sale of any portion of the Mortgaged Premises, commonly known as Appraisalment laws, and (ii) the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement of the collection of said debt or creating or extending a period or redemption from any sale made in collecting said debt, commonly known as Stay Laws and Redemption Laws, and Grantors hereby agree and contract that the laws of the State of Texas, save as above excepted, now in force relative to the collection of said debt and the application to the payment thereof, are expressly adopted and made a part hereof.

11. The Noteholder may, at the Noteholder's option, after an event of default, and after the expiration of the ten (10) day monetary cure period and the thirty (30) day non-monetary cure period, without demand or notice and without waiver of any right, pay or discharge any lien or claim upon the Mortgaged Premises or pay any delinquent tax or assessment, and, upon such payment, the Noteholder shall be subrogated respectively to the rights of the holder of such lien or claim or to the rights of the taxing authority; the Noteholder may advance any unpaid insurance premiums, and whenever Grantors have failed to properly maintain the improvements, the Noteholder may make repairs necessary for the proper preservation of the security. Grantors agree to pay to the Noteholder, upon demand, any and all disbursements made under the provisions of this Deed of Trust together with interest thereon at the rate which the principal of the Note shall bear after default from the respective dates of such disbursements, and all such disbursements shall become a part of the debt, payable at the same place specified in the Note.

12. Acceptance by the Noteholder of any payment in an amount less than the amount then due on said debt shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a default; at any time thereafter, and until the entire amount then due on said debt has been paid, the Noteholder shall be entitled to exercise all rights conferred upon it in this instrument upon the occurrence of a default.

13. Grantors shall be in default under the terms of this Deed of Trust if any one or more of the following occurs:

- (a) Grantors fail to make one or more payments on the Note on time or in the amount due and the ten (10) day cure period has expired;
- (b) Grantors fail to keep any promise contained in the Note, this Deed of Trust or any other agreement securing the Note, or any other written agreement with the Noteholder and the thirty (30) day cure period for non-monetary defaults has expired and Grantors are not diligently attempting to cure the non-monetary default;
- (c) Grantors fail to provide Noteholder from time to time with current financing information for Grantors, or provide any financial information that is untrue or inaccurate at the time it was made or provided and the thirty (30) day cure period for non-monetary defaults has expired;
- (d) Any fact appears or event occurs that causes the Noteholder in good faith to reasonably consider itself insecure, or the prospect of payment, performance or realization on the collateral to be materially impaired.

14. If the Grantors are in default on the Note, this Deed of Trust or any other agreement securing the Note, the Noteholder has the following remedies:

- (a) The Noteholder may, without notice, but subject to any rebate required by law, make all unpaid principal, earned interest and all other agreed charges immediately payable.
- (b) The Noteholder may, without prior demand or notice, exercise its right of set-off.
- (c) The Noteholder may require additional security or parties obligated to pay the Note (or both) as a condition of waiving, for any period of time, any other remedy Noteholder may have.
- (d) The Noteholder may use any remedy it may have under state or federal law.
- (e) The Noteholder may use any remedy given it under this Deed of Trust and/or any other agreement securing the Note.

By choosing any one or more of these remedies, the Noteholder does not waive its right to later use any other

remedy. The Noteholder does not waive a default if it chooses not to use any remedy, and, by electing not to use any remedy, it does not waive its right to later consider the event a default and to immediately use any remedies if a default continues or occurs again. No modification of the Note, this Deed of Trust or any other agreement securing the Note is effective unless in writing and signed by Grantors and Noteholder.

15. If Grantors shall well and truly pay, or cause to be paid, the Note, and other debt that may be owing, and do keep and perform each and every covenant, condition, and stipulation herein and in the Note contained, then these presents shall become null and void; otherwise to be and remain in full force and effect. If there is a default in any payment, or part thereof, under the Note, or if Grantors shall fail to keep or perform any of the covenants, conditions or stipulations herein, and the applicable cure periods have expired, then the Note, together with all other sums secured hereby shall, at the option of the Noteholder, become at once due and payable without demand or notice, and the Trustee, when requested so to do by the Noteholder after such default, shall sell the Mortgaged Premises at public auction to the highest bidder for cash, in accordance with the provisions of COLORADO FORECLOSURE LAW, as such may be from time to time amended and in effect, after advertising the manner, the time, place, and terms of said sale and the Mortgaged Premises to be sold as required by COLORADO FORECLOSURE LAW, and after having given the notice or notices in the time and manner required by the. In addition, the holder of the debt to which the power is related shall give notice or notices of the said sale as then provided by the COLORADO FORECLOSURE LAW. Grantors authorize and empower the Trustee to sell the Mortgaged Premises, together, or in lots or parcels, as the Trustee shall deem expedient, and to execute and deliver to the purchaser or purchasers thereof good and sufficient deeds of conveyance thereto by fee simple title, with covenants or general warranty, and the title of such purchaser or purchasers, when so made by the Trustee, Grantors bind themselves to warrant and forever defend; and to receive the proceeds of said sale which shall be applied as follows: (i) to the payment of all necessary actions and expenses incident to the execution of said trust, including a reasonable fee to the Trustee; (ii) to the payment of the Note, to the amount of the principal sum and accrued interest legally due thereof, all other sums secured hereby, and to the payment of attorneys' fees as in the Note provided; and (iii) the remainder, if any, shall be paid to Grantors or such other person or persons entitled thereto by law.

16. The Noteholder shall have the additional right, upon the commencement of any action to enforce the lien herein given, to have appointed by the court, in which said action is instituted, a receiver to take possession of the premises and collect the said rents, issues, and profits arising from the Mortgaged Premises. This provision is a right created by this contract and is cumulative of, and is not to affect in any way the right of the Noteholder to the appointment of a receiver given the Noteholder by law.

17. If default be made in the payment of any installment of the Note, or any part thereof, or if for any reason (other than the fault of the Noteholder) Grantors fail to keep or perform any of the covenants, conditions or stipulations herein, the Noteholder shall have the option to proceed with foreclosure in satisfaction of such items, either through the courts or by directing the Trustee to proceed as if under a foreclosure, conducting the sale as herein provided and without declaring the whole debt due, and provided that if said sale is made because of such default, such sale may be made subject to the unmatured part of the Note and debt secured by this Deed of Trust, and such sale, if so made, shall not in any manner affect the unmatured part of the debt secured by this Deed of Trust, but, as to such unmatured part this Deed of Trust shall remain in full force as though no sale had been made under the provisions of this paragraph. Several sales may be made without exhausting the right of sale for any unmatured part of said debt, it being the purpose to provide for a foreclosure and sale of the Mortgaged Premises for any matured portion of said debt without exhausting the power of foreclosure and to sell the Mortgaged Premises for any part of said debt whether matured at the time or subsequently maturing.

18. In case of any sale hereunder, all prerequisites to the sale shall be presumed to have been performed, and in any conveyance given hereunder, all statements of fact, or other recitals therein made as to the nonpayment of money secured, or as to the request to the Trustee to enforce this trust, or as to the proper and due appointment of any substitute trustee, or as to the advertisement of sale, or time, place, and manner of sale, or as to any other preliminary fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

19. At the option of the Noteholder, with or without any reason, a successor or substitute trustee may be appointed by the Noteholder without any formality other than a designation in writing of a successor or substitute trustee, who shall thereupon become vested with and succeed to all the powers and duties given to the Trustee herein named, the same as if the successor or substitute trustee had been named original Trustee herein; and such right to appoint a successor or substitute trustee shall exist as often and whenever the Noteholder desires. If the Noteholder is a corporation, the corporation may act through any authorized officer, or by any agent or attorney in fact properly authorized by any such officer.

20. The exercise of any option given under the term of this Deed of Trust shall not be considered as a waiver of the right to exercise any other option given herein, and the filing of a suit to foreclose this Deed of Trust, either on any matured portion of the debt or for the whole debt, shall never be considered an election so as to preclude foreclosure under power of sale after a dismissal of the suit; nor shall the filing of the necessary notices for foreclosure, as provided in this Deed of Trust, preclude the prosecution of a later suit thereon.

21. Any sale of the Mortgaged Premises under this Deed of Trust shall, without further notice, create the relation of landlord and tenants at sufferance between the purchaser and (i) Grantors and/or (ii) any person in possession of the Mortgaged Premises through Grantors; upon failure to surrender possession thereof, Grantors and/or such third parties may be removed by writ of possession at suit of the purchaser.

22. Nothing herein contained shall be so construed or operate as to require Grantors to pay interest on the Note or Notes, or any other liability or debt now existing or hereafter to exist, at a rate greater than that allowed by the laws of the State of Texas, and if any provisions herein contained do, or would presently or prospectively operate to make this Deed of Trust or any part thereof void, voidable or ineffective, then those provisions only shall be held for naught and as though not herein contained and shall be without effect upon or prejudice to the remaining provisions, which shall nevertheless remain operative.

23. In the event of the passage after the date of this instrument, or any law, which deducts any lien on the Mortgaged Premises from the value of the Mortgaged Premises for the purpose of taxation of deeds of trust or debts secured thereby, for state or local purposes, or which law changes the manner of collection of any such taxes so as to affect the interest of the Noteholder, the whole sum secured by this instrument with interest thereon, at the option of the Noteholder, shall immediately become due, payable and collectible without notice to any party.

24. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Premises, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

25. Whenever used the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders. The words "Grantors" and "Noteholder" shall include their heirs, executors, administrators, successors and assigns and the word "Trustee" shall include his successors and substitute trustees.

26. Without limiting any of the provisions of this instrument, Grantors, expressly grant unto the Noteholder, as Secured Party, and referred to in this paragraph as "Secured Party", a security interest in all of the personal property described herein (including both that now and that hereafter existing) to the full extent that said property may be subject to the Uniform Commercial Code of the State of COLORADO. The security interest granted hereby specifically covers and includes the following, to-wit:

All goods, equipment and other personal property now owned or hereafter acquired by Grantor and that are now or hereafter permanently installed in or affixed to the improvements now or hereafter constructed on the Mortgaged Premises including, but not limited to, all heating, lighting, refrigeration, plumbing, ventilating,

incinerating, water-heating, electrical and air-conditioning equipment, together with all generators, engines and machinery, elevators, pumps, motors, compressors, boilers, condensing units, sprinklers, wiring, pipe, doors, windows, window screens, draperies, awnings, shelving, mantels, cabinets, paneling, wall coverings, padding and floor coverings as are ever used or furnished in connection with the improvements now or hereafter constructed on the Mortgaged Premises, and all renewals, replacements and substitutions thereof and additions and accessions thereto, provided the same are or shall be permanently installed in or affixed to said improvements.

Any and all insurance proceeds which may be made payable to Grantor with respect to the above described collateral or any improvements located upon the Mortgaged Premises and any and all awards, damages, payments or other compensation, including interest thereon and the right to receive them which may be made payable to Grantor with respect to said collateral or the Mortgaged Premises or any improvements now or hereafter erected thereon.

All proceeds of any sale of the aforesaid collateral and/or property or any renewals, replacements or substitutions therefore or any additions or accessions thereto. All of the above property is hereinafter referred to as the "Collateral".

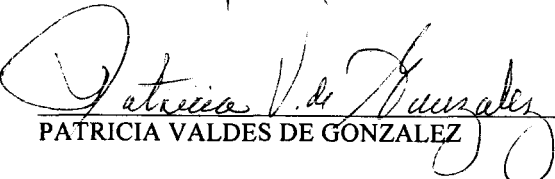
Grantors agree that the Secured Party may file this Deed of Trust or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the Collateral. In addition to and cumulative of any other remedies granted in this instrument to Secured Party or the Trustee, Secured Party or the Trustee may, upon or at any time after default under this Deed of Trust proceed under the Uniform Commercial Code as to all or any part of the Collateral and shall have and may exercise with respect to the Collateral all the rights, remedies and powers of a secured party under said Uniform Commercial Code, including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under said Uniform Commercial Code after default by a debtor, and to apply the proceeds thereof toward payment of any costs, expenses, attorneys' fees and legal expenses thereby incurred by Secured Party, and toward payment of the indebtedness in such order or manner as Secured Party may elect. Among the rights of Secured Party upon and after the occurrence of an event of default, Secured Party shall have the right to take possession of the Collateral and to enter upon any premises where the same may be situated for such purpose and, prepare the Collateral for sale, lease or other use or disposition as herein authorized. To the extent permitted by law, Grantor expressly waive any notice of sale or other disposition of the Collateral and any other rights or remedies of a debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Secured Party existing after default hereunder.

27. This Deed of Trust is given to secure a line of credit to Grantors in the amount of \$1,200,000.00. The amount outstanding will increase as advances are made. Grantors agree that any discretionary advances made by Noteholder to Grantors which exceed the amount which Noteholder is otherwise obligated to advance under the Note shall also be secured hereunder.

EXECUTED: February 8, 2007.



ROBERTO GONZALEZ MORENO



PATRICIA VALDES DE GONZALEZ

Mailing address of trustee:
EAGLE COUNTY PUBLIC TRUSTEE
P.O. Box 479
Eagle, Colorado 81631

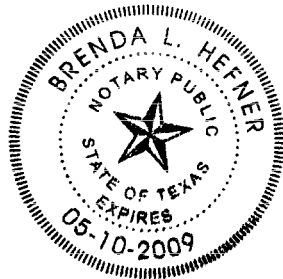
Mailing address of each beneficiary:
Inter National Bank
P. O. Box 1700
McAllen, Texas 78505-1700

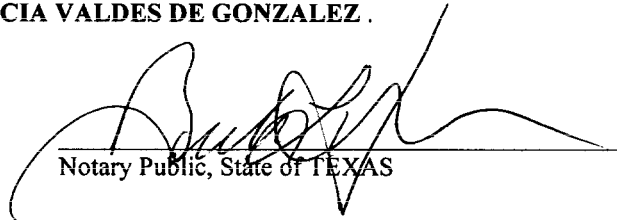
ACKNOWLEDGMENTS

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 3rd day of FEBRUARY, 2007 by **ROBERTO GONZALEZ MORENO AND WIFE, PATRICIA VALDES DE GONZALEZ**.




Notary Public, State of TEXAS

AFTER RECORDING RETURN TO:
The Law Office of Michael J. Daley
P. O. Box 4313
McAllen, Texas 78502

PREPARED IN THE OFFICE OF:
The Law Office of Michael J. Daley
P. O. Box 4313
McAllen, Texas 78502
(107-3601)