

DS6 J.F.
REAL ESTATE LIEN NOTE

Date: June 10, 1999

Maker: JOHN WAYNE DENISON, Individually, and as Independent Executor of the Estate of IDA BALDWIN DENISON, Deceased, and as Trustee of the BOB MARSHALL DENISON TRUST created under the terms and provisions of the Last Will and Testament of IDA BALDWIN DENISON

Maker's Mailing Address (including county):

JOHN WAYNE DENISON
RR 1 BOX 84
OLD GLORY TX 79540
Stonewall County

IDA BALDWIN DENISON ESTATE
c/o JOHN WAYNE DENISON
RR 1 BOX 84
OLD GLORY TX 79540
Stonewall County

BOB MARSHALL DENISON TRUST
c/o JOHN WAYNE DENISON
RR 1 BOX 84
OLD GLORY TX 79540
Stonewall County

Payee: HAMLIN NATIONAL BANK

Place for Payment (including county):

231 S CENTRAL
HAMLIN TX 79520
Jones County

Principal Amount: FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS
(\$550,000.00)

Annual Interest Rate on Unpaid Principal Balance from Date of Funding: 9.00 Percent Per Annum

Maker may prepay all or any part of the principal of this note before maturity without penalty, and interest shall immediately cease to accrue on any amount so prepaid. Prepayments shall be applied to installments on the last maturing principal, and interest on that prepaid principal shall immediately cease to accrue.

Annual Interest Rate on Matured Unpaid Amounts: The maximum lawful rate of interest per annum

Terms of Payment (principal and interest): Principal and interest are payable in annual installments of SIXTY-EIGHT THOUSAND TWO HUNDRED THIRTY-THREE AND NO/100 DOLLARS (\$68,233.00) or more each, on or before the same day of every year, beginning JUNE 10, 2000 and continuing regularly until the expiration of TEN (10) years from the date of this note; at that time the entire amount of principal and interest remaining unpaid will be payable. Interest will be calculated on the unpaid principal to the date of each installment paid. Payments will be credited first to the accrued interest and then to reduction of principal.

Security for Payment: This note is secured by a deed of trust dated of even date herewith from Maker to JOE E. FORD, Trustee, that conveys the following real property:

The SURFACE ONLY of ALL of Sections 155, 156, 157, 158, 159, 167, 168, 169, 170, and the East one-half (E 1/2) of Section 166, Block D, H. & T.C. Ry Company Survey, Stonewall County, Texas.

Maker promises to pay to the order of Payee at the place for payment and according to the terms of payment the principal amount plus interest at the rates stated above. All unpaid amounts shall be due by the final scheduled payment date.

If Maker defaults in the payment of this note or in the performance of any obligation in any instrument securing or collateral to it, and the default continues after Payee gives Maker notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Payee may declare the unpaid principal balance and earned interest on this note immediately due. Upon default, Maker and each surety, endorser, and guarantor waive all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, protests, and notices of protest, to the extent permitted by law.

If this note or any instrument securing or collateral to it is given to an attorney for collection or enforcement, or if suit is brought for collection or enforcement, or if it is collected or enforced through probate, bankruptcy, or other judicial proceeding, then Maker shall pay Payee all costs of collection and enforcement, including reasonable attorney's fees and court costs, in addition to other amounts due. Reasonable attorney's fees shall be 10% of all amounts due unless either party pleads otherwise.

Interest on the debt evidenced by this note shall 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 shall 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 shall 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 other provisions in this and all other instruments concerning the debt.

Each Maker is responsible for all obligations represented by this note.

When the context requires, singular nouns and pronouns include the plural.

John Wayne Denison, Ind.
JOHN WAYNE DENISON, Individually

John Wayne Denison, Ind. Ex.
JOHN WAYNE DENISON, Independent Executor of
IDA BALDWIN DENISON ESTATE

John Wayne Denison, Trustee
JOHN WAYNE DENISON, Trustee of the
BOB MARSHALL DENISON TRUST

PREPARED IN THE OFFICE OF:

CASTRO & DAVIS, L.L.P.

Attorneys at Law

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[The following text is extremely faint and largely illegible due to heavy noise and low contrast. It appears to be the main body of a legal document, possibly a deed or a contract, containing several paragraphs of text.]