

Fill in this information to identify the case:

Debtor 1 The Revocable Trust of John Q Hammons Dated
December 28, 1989 as Amended and Restated

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Kansas

Case number 16-21140

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>GREAT SOUTHERN BANK</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>J. Kevin Wilson</u> Name <u>11050 Roe Avenue, Suite 200</u> Number Street <u>Overland Park</u> <u>KS</u> <u>66211</u> City State ZIP Code Contact phone <u>913-344-6802</u> Contact email <u>kwilson@greatsouthernbank.com</u>	Where should payments to the creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____	Filed on _____ MM / DD / YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 5 1 2 6

7. How much is the claim? \$ 1,548,543.20 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Money Loaned

9. Is all or part of the claim secured? ☐ No
☒ Yes. The claim is secured by a lien on property.
Nature of property:
☒ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☒ Other. Describe: See attached exhibits
Basis for perfection: Recorded mortgage and UCC-1 financing statement
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ 8,850,000.00
Amount of the claim that is secured: \$ 1,548,543.20
Amount of the claim that is unsecured: \$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ 0.00
Annual Interest Rate (when case was filed) 5.75 %
☐ Fixed
☒ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ 0.00

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.


☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/01/2016
MM / DD / YYYY



Signature

Print the name of the person who is completing and signing this claim:

Name J. Kevin Wilson
First name Middle name Last name

Title Manager of Special Assets Division

Company Great Southern Bank
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 11050 Roe Avenue, Suite 200
Number Street
Overland Park KS 66211
City State ZIP Code

Contact phone 913-344-6802 Email kwilson@greatsouthernbank.com

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$7,500,000.00	08-21-1995		96094874		59		802	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: Revocable Trust of John Q. Hammons Dated December 28, 1989 as amended May 2, 1994
John Q. Hammons, Trustee
300 S. John Q. Hammons Pkwy. Suite 900
Springfield, MO 65806-2550

Lender: Great Southern Bank, FSB
1451 East Battlefield
Springfield, MO 65804

Principal Amount: \$7,500,000.00

Initial Rate: 9.750%

Date of Note: August 21, 1995

PROMISE TO PAY. John Q. Hammons, not personally but as Trustee on behalf of Revocable Trust of John Q. Hammons Dated December 28, 1989 as amended May 2, 1994 under the provisions of a Trust Agreement dated December 28, 1989, and all cosigners signing this Note ("Borrower") promise to pay to Great Southern Bank, FSB ("Lender"), or order, in lawful money of the United States of America, the principal amount of Seven Million Five Hundred Thousand & 00/100 Dollars (\$7,500,000.00), together with interest on the unpaid principal balance from August 21, 1995, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule:

Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning September 21, 1995, with all subsequent interest payments to be due on the same day of each month after that. It is anticipated by the Borrower that during the term of this "Note" lots (each "Lot") will be sold from time to time. Lots will be released for the greater of (i) 64% of the Price set forth on Exhibit B; or (ii) 64% of the appraised value of the Lot being sold as estimated by Swan Evaluation Group, Inc. in the Appraisals prepared for lender; or (iii) 64% of the actual sale price. The Golf Course will not be released by lender other than for a full payoff of the Note. It is further understood by the Lender and Borrower that the balance on this loan shall not be more than \$6,750,000.00 on August 21, 1996; \$6,000,000.00 on August 21, 1997; and the full amount of the loan will mature on August 21, 1998. This payment due August 21, 1998, will be for all principal and accrued interest not yet paid. In the event that the release fees received by Lender are not sufficient to reduce the principal balance as set forth in the above paragraph, Borrower shall make additional principal payments to reduce debt in such manner. A sale of a Lot pursuant to the terms hereof shall not trigger the due on sale clause found in the Deed of Trust which secures this Note.

Interest on this Note is computed on a 365/360 simple interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is the Great Southern Bank, FSB "Prime Rate" (the "Index"). "Prime Rate" shall mean the rate per annum described or announced by Great Southern Bank, FSB as its prime rate. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each day. **The Index currently is 8.750% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 1.000 percentage point over the Index, resulting in a current rate of 9.750% per annum.** NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (a) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (b) increase Borrower's payments to cover accruing interest, (c) increase the number of Borrower's payments, and (d) continue Borrower's payments at the same amount and increase Borrower's final payment.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

LATE CHARGE. If a payment is late, Borrower will be charged 5.000% of the regularly scheduled payment.

DEFAULT. Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (d) Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired. (h) Lender in good faith deems itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, without notice, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note to 3.000 percentage points over the Index. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. **This Note has been delivered to Lender and accepted by Lender in the State of Missouri. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Greene County, the State of Missouri. This Note shall be governed by and construed in accordance with the laws of the State of Missouri.**

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$15.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

PROMISSORY NOTE
(Continued)

RIGHT OF SETOFF. Borrower grants to Lender a contractual possessory security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA, Keogh, and trust accounts. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

COLLATERAL. This Note is secured by, in addition to any other collateral, a Deed of Trust executed on August 21, 1995, to a trustee in favor of Lender on real property located in Greene County, State of Missouri, all the terms and conditions of which are hereby incorporated and made a part of this Note. The Deed of Trust secures future advances up to a maximum principal amount of \$7,500,000.00 and which is governed by R.S.MO. Section 443.055.

FINANCIAL INFORMATION. Upon Lender's request, Borrower will provide in frequency and form acceptable to Lender, financial statements accurately reflecting the Borrower's financial condition as of the date hereof, together with such additional financial information the Lender may request.

RESTRICTIONS ON DISBURSEMENT OF PROCEEDS. Borrower understands that lender has not received the final appraisal on the vacant lots and that until such time as lender receives and approves such appraisal, borrower may only receive \$1,500,000.00 of the loan proceeds.

ACQUISITION AGREEMENT. The Highland Springs Country Club has the option to buy and/or the Borrowers have the option to sell to Highland Springs Country Club certain of the real estate covered by the Deed of Trust which secures this note for a price (the "Acquisition Price") which changes from time to time. The Borrowers agree to send to the Lender on the 15th day of each month a statement as to the amount of the acquisition price. In the event that the acquisition price is ever less than the balance of the loan, the Borrowers agree to make a principal payment reducing the principal balance of the loan to a level equal to the acquisition price.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

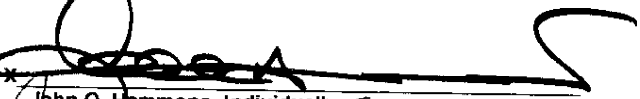
TRUSTEE'S LIABILITY. The Borrower under this Note is Revocable Trust of John Q. Hammons Dated December 28, 1989 as amended May 2, 1994. This Note is executed by John Q. Hammons, not personally but as Trustee, in the exercise of the power and authority conferred upon and vested in John Q. Hammons as such Trustee, and is payable by John Q. Hammons only out of the assets of the Trust described above or from any collateral for this loan. This limitation, however, shall in no way modify or discharge the personal liability of any guarantor, co-borrower, or cosigner of this Note.

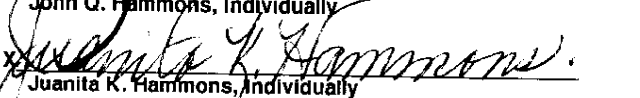
PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS AND THE NOTICE TO COSIGNER SET FORTH BELOW. EACH BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FOREBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

BORROWER:

X 
John Q. Hammons, as Trustee for Revocable Trust of John Q. Hammons Dated December 28, 1989 as amended May 2, 1994

X 
John Q. Hammons, Individually

X 
Juanita K. Hammons, Individually

RECORDATION REQUESTED BY:

Great Southern Bank, FSB
1451 East Battlefield
Springfield, MO 65804

WHEN RECORDED MAIL TO:

Great Southern Bank, FSB
Commercial Lending
P.O. Box 9009
Springfield, MO 65808-9009

STATE OF MISSOURI
GREENE COUNTY
FILE FOR RECORD
95 AUG 22 PM 10 16
LINDA S. HAMMONS
RECORDED

028071

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**DEED OF TRUST
WITH FUTURE ADVANCES AND FUTURE OBLIGATIONS
GOVERNED BY SECTION 443.055 RSMO**

THE TOTAL PRINCIPAL AMOUNT OF ALL OBLIGATIONS SECURED IS \$7,500,000.00.

THIS DEED OF TRUST IS DATED AUGUST 21, 1995, among John Q. Hammons, not personally but as Trustee on behalf of Revocable Trust of John Q. Hammons Dated December 28, 1989 as amended May 2, 1994 under the provisions of a Trust Agreement dated December 28, 1989, whose address is 300 S. John Q. Hammons Pkwy. Suite 900, Springfield, MO 65806-2550 (referred to below as "Grantor"); Great Southern Bank, FSB, whose address is 1451 East Battlefield, Springfield, MO 65804 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Great Southern Financial Corporation, whose address is 1451 East Battlefield, Springfield, MO 65804 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby grant, bargain, sell, convey and confirm unto the Trustee for the benefit of Lender as Beneficiary the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); all proceeds (including insurance proceeds); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in **Greene County, State of Missouri (the "Real Property")**:

As per legal description hereto attached as Exhibit "A" and made a part hereof.

The Real Property or its address is commonly known as 300 S. John Q. Hammons Pkwy. Suite 900, Springfield, MO 65806-2550.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means Great Southern Bank, FSB, its successors and assigns. Great Southern Bank, FSB also is referred to as "Lender" in this Deed of Trust.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation John Q. Hammons, Trustee for Revocable Trust of John Q. Hammons Dated December 28, 1989 as amended May 2, 1994.

Guarantor. The word "Guarantor" means and includes without limitation any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon. **The total principal amount of obligations at any one time which is secured by this Deed of Trust, in addition to any interest and any amounts advanced by Lender for the protection of the security interests granted herein, is \$7,500,000.00. This Deed of Trust, including any advances as described above, shall be governed by all provisions of Section 443.055 of the Revised Statutes of Missouri in effect as of the date of this Deed of Trust.**

Lender. The word "Lender" means Great Southern Bank, FSB, its successors and assigns.

Note. The word "Note" means the Note dated August 21, 1995, in the principal amount of \$7,500,000.00 from Grantor and any cosigners to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The maturity date of the Note is August 21, 1998. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Great Southern Financial Corporation and any substitute or successor trustees.

*AND EIGHT AND SPRINGS CORPORATION

*RECORDED TO CORRECT GRANTOR'S SIGNATURE

RECORDED TO CORRECT GRANTOR'S SIGNATURE 2841 Filed 11/07/66 Deed Main Document Page 6 of 887

DEED OF TRUST
(Continued)

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Missouri law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall not further encumber the Property or permit or suffer any mechanic's, laborer's, materialman's, statutory or other lien on the Property, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right To Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Grantor shall deliver to Lender from time to time copies of all policies and certificates of insurance and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to

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Exhibit B

time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either: (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

TENANCY OF GRANTOR. In the execution and delivery of this Deed of Trust, Grantor has hereby become a tenant of the Trustee, and Grantor hereby lets to Grantor the Property until the Indebtedness is fully paid or until a sale under the provisions of the paragraph of this Deed of Trust entitled

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"Foreclosure," at a rental of one cent per month, payable monthly on demand. Grantor agrees to surrender peaceable possession of the Property and every part thereof sold or conveyed by the Trustee under the terms of this Deed of Trust to the purchaser at such sale upon the day of such sale, without notice or demand.

FULL PERFORMANCE. If Grantor pays all the Indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, then this trust shall cease and be void and the Property shall be released at the cost of Grantor. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Deed of Trust and this Deed of Trust shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Deed of Trust or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Deed of Trust.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Deed of Trust, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Termination of Future Advances. The exercise by Grantor of Grantor's rights under Mo. Rev. Stat. Section 443.055 (or any successor provision to such statute) to terminate the operation of this Deed of Trust as security for future advances on future obligations.

Insolvency. The dissolution or termination of the Trust, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. Lender shall have the right to direct the Trustee to proceed to sell the Property at public vendue or out-cry to the highest bidder for cash, at the customary place for foreclosure sales within Greene County, State of Missouri, first giving all notices required by Missouri law, then in effect, with respect to exercising powers of sale under deeds of trust. Upon such sale, the Trustee shall execute and deliver a deed or deeds of conveyance of the Property sold to the purchasers thereof, and any statement or recital of fact in any such deed shall be prima facie evidence of the truth of such statement or recital. The Trustee shall receive the proceeds of any such sale, out of which the Trustee shall pay, first the costs and expenses of executing this trust, including compensation to the Trustee and to any attorneys employed by the Trustee, for their services, and the cost of procuring evidence of title; second, to Lender, for all moneys paid for insurance, taxes, lien claims, and other charges, together with interest thereon as provided in this Deed of Trust; third, to Lender, all remaining Indebtedness, including the Note; fourth, the remainder, if any, to the holders of any lien on the Property junior to the lien of this Deed of Trust and to the Grantor, as their interests may appear. In the event the net proceeds of such sale or sales shall not be sufficient to pay in full the Indebtedness secured by this Deed of Trust, unless prohibited by law, Grantor hereby promises and agrees to pay any deficiency thereon on demand, with interest.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Cumulative Remedies. All of Lender's rights and remedies, whether evidenced by this Deed of Trust, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and to exercise its remedies.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not affect Lender's right to declare a default and to exercise any of its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender in the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of

expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust.

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property to the extent necessary to give clear title and upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Greene County, Missouri. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Deed of Trust shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor's current address.

PARTIAL RELEASES. It is anticipated by the Borrower that during the term of this "Note" lots (each "Lot") will be sold from time to time. Lots will be released for the greater of 64% of the sales price of the Lot as set forth on exhibit "B" or 64% of the appraised value at time of sale. It is further understood by the Lender and Borrower that the balance on this loan shall not be more than \$6,750,000.00 on August 21, 1996; \$6,000,000.00 on August 21, 1997; and the full amount of the loan will mature on August 21, 1998. In the event that the release fees received by Lender are not sufficient to reduce the principal balance as set forth in the above paragraph, Borrower shall make additional principal payments to reduce the debt in such manner.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of Missouri. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Missouri.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Deed of Trust.


Waivers and Consents. Lender shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Missouri as to all Indebtedness secured by this Deed of Trust.

GRANTOR'S LIABILITY. This Deed of Trust is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Deed of Trust or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other Indebtedness under this Deed of Trust, or to perform any covenant either express or implied contained in this Deed of Trust, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Deed of Trust, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property and to other assets of the Trust or to any collateral for this loan for the payment of the Note and Indebtedness, by the enforcement of the lien created by this Deed of Trust in the manner provided in the Note and herein or by action to enforce the personal liability of any guarantor, co-borrower, cosigner, or any other obligor.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS. GRANTOR IS EXECUTING THIS DEED OF TRUST, NOT PERSONALLY, BUT AS TRUSTEE UNDER THE TRUST AGREEMENT DESCRIBED AS REVOCABLE TRUST OF JOHN Q. HAMMONS DATED DECEMBER 28, 1989 AS AMENDED MAY 2, 1994 AND DATED DECEMBER 28, 1989.

GRANTOR:

X 
John Q. Hammons, as Trustee for Revocable Trust of John Q. Hammons Dated December 28, 1989 as amended May 2, 1994

 HIGHLAND SPRINGS CORPORATION

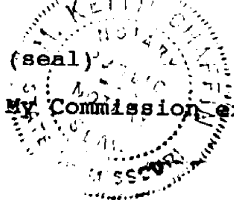
BY: _____

STATE OF MISSOURI)
) ss
COUNTY OF GREENE)

ACKNOWLEDGMENT BY TRUSTEE

On this 21st day of August, 1995 before me personally appeared JOHN Q. HAMMONS, Trustee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed in his fiduciary capacity.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Springfield, Missouri, on the day and year first above written.



M. Keith Chaffin
Notary Public

M. KEITH CHAFFIN
Greene County
Notary Public
State of Missouri
My Commission Expires Nov. 20, 1998

My Commission Expires: _____

STATE OF MISSOURI,
County of GREENE

} ss.

On this _____ day of _____ A.D. 19 _____

before me personally appeared

JOHN Q. HAMMONS

to me personally known, who being duly sworn, did say that

he is PRESIDENT

of HIGHLAND SPRINGS CORPORATION

that the seal affixed to this instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said

JOHN Q. HAMMONS

acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in

the day and year first above written.

My commission as Notary Public will expire on the _____ day of _____, 19 _____

Notary Public.

STATE OF MISSOURI } ss.
COUNTY OF GREENE }



IN THE RECORDER'S OFFICE

I, LINDA S. MONTGOMERY, Recorder of said County, hereby certify that the within instrument of writing was on the 22 day of Aug, A.D. 1995 at 10 o'clock 16 minutes AM, duly filed for record, and is recorded in the records of this office, in Book 2397, Page 73.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Springfield, Missouri, this 22 day of Aug, A.D. 1995.

Linda S. Montgomery
LINDA S. MONTGOMERY, Recorder
Deputy

THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PART OF HIGHLAND SPRINGS THE VILLAS AT STONEHAVEN, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EXISTING IRON PIN AT THE SOUTHWEST CORNER OF LOT TWENTY-EIGHT (28) OF SAID VILLAS AT STONEHAVEN; THENCE SOUTH 50°45'34"WEST ALONG THE SOUTH LINE OF LOT THIRTY-ONE (31) OF SAID VILLAS AT STONEHAVEN, 50.60 FEET; THENCE SOUTH 30°00'00"WEST ALONG THE SOUTH LINE OF LOT THIRTY-TWO (32), OF SAID VILLAS AT STONEHAVEN, 62.00 FEET TO THE EASTERN MOST CORNER OF LOT THIRTY-THREE (33) FOR A POINT OF BEGINNING, THENCE SOUTH 30°00'00"WEST 24.05 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE RIGHT; THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2682.00 FEET, A CENTRAL ANGLE OF 01°18'42", AN ARC DISTANCE OF 61.39 FEET, ALONG A CHORD BEARING SOUTH 74°16'40"WEST THENCE NORTH 60°00'00"WEST 93.03 FEET TO A POINT ON THE EAST LINE OF LOT THIRTY-FOUR (34), OF SAID

VILLAS AT STONEHAVEN, THENCE ALONG SAID EAST LINE, NORTH 30°00'00"EAST 56.60 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF VILLA WAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 22°10'53", AN ARC DISTANCE OF 21.29 FEET, ALONG A CHORD BEARING NORTH 87°23'06"EAST TO THE WESTERN MOST CORNER OF LOT THIRTY-TWO (32) OF SAID VILLAS TO STONEHAVEN, THENCE ALONG THE SOUTH LINE OF SAID LOT THIRTY-TWO (32), SOUTH 60°00'00"EAST 118.07 FEET TO THE POINT OF BEGINNING.

		
048795-13	31 OCT 2013	11:17:00am
Book: 2013	Page: 048795-13	13 pages
REAL ESTATE DOCUMENT GREENE COUNTY, MISSOURI RECORDERS CERTIFICATION <i>Charles A. Lawton</i> RECORDER OF DEEDS		
reckgh		

1. TITLE OF DOCUMENT: Modification of Dead of Trust
2. DATE OF DOCUMENT: October 18, 2013
3. GRANTOR(S): Revocable Trust of John Q. Hammons, dated December 28, 1989 as amended and restated
Highland Springs Corporation
4. GRANTEE(S): Great Southern Bank
5. STATUTORY MAILING ADDRESS(ES):

REVIEWED
15/14

GRANTOR'S ADDRESS:
 300 S. John Q. Hammons Pkwy, Suite 900, Springfield,
 MO 65806-2550

GRANTEE'S ADDRESS:
 1451 East Battlefield, Springfield, MO 65804

WHEN RECORDED MAIL TO:
 Great Southern Bank, Consumer Loan Dept, 218 S
 Glenstone, Springfield, MO 65802

6. LEGAL DESCRIPTION:
 Legal description of the property is set out in Exhibit "A".
7. REFERENCE BOOK AND PAGE(S):
 Reference book and page(s) information is set out on pages 1-2.

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 18, 2013, is made and executed between Jacqueline A. Dowdy and Gregory D. Groves, not personally but as Trustees on behalf of Revocable Trust of John Q. Hammons, dated December 28, 1989 as amended and restated, whose address is 300 S. John Q. Hammons Pkwy, Suite 900, Springfield, MO 65806-2550, specifically as it relates to Tract I and Tract III; and Highland Springs Corporation, whose address is 300 S. John Q. Hammons Pkwy, Suite 900, Springfield, MO 65806-2550, specifically as it relates to Tract II ("Grantor") and Great Southern Bank, whose address is 1451 East Battlefield, Springfield, MO 65804 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated August 21, 1995 (the "Deed of Trust") which has been recorded in Greene County, State of Missouri, as follows:

Recorded August 22, 1995 in Book 2397 at Page 73, Greene County Recorder's Office, Greene County, State of Missouri.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in Greene County, State of Missouri:

See Exhibit "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 5400 S. Highland Springs Blvd, Springfield, MO 65809.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

The following provision shall be added to the Deed of Trust:

Future Advances. In addition to the Note, this Deed of Trust secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Deed of Trust secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$7,500,000.00.

The definition of the word Note from the Deed of Trust shall be deleted in its entirety and replaced with the following:

Note. The word "Note" means the Note dated August 21, 1995, in the principal amount of \$7,500,000.00 from Grantor and any cosigners to Lender, the Note dated December 23, 2002, in the principal amount of \$3,505,084.80 from Grantor and any cosigners to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

Any reference to a maturity date in the Deed of Trust is hereby deleted.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED OCTOBER 18, 2013.

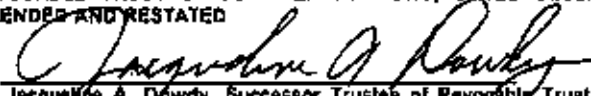
MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 96094874

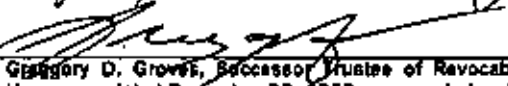
GRANTOR:

REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989 AS
AMENDED AND RESTATED

By:

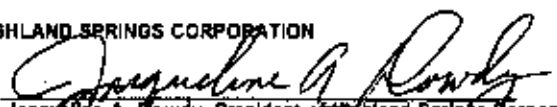

Jacqueline A. Dowdy, Successor Trustee of Revocable Trust of John Q.
Hammons, dated December 28, 1989 as amended and restated

By:


Gregory D. Groves, Successor Trustee of Revocable Trust of John Q.
Hammons, dated December 28, 1989 as amended and restated

HIGHLAND SPRINGS CORPORATION

By:


Jacqueline A. Dowdy, President of Highland Springs Corporation


By:


Christopher D. Smith, Secretary of Highland Springs Corporation

LENDER:

GREAT SOUTHERN BANK

X


Levi Paterson, Commercial Loan Officer

**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 96094874

TRUST ACKNOWLEDGMENT

STATE OF Missouri)
) SS
County OF Greene)

On this 21st day of October, 20 13, before me appeared Jacqueline A. Dowdy, Successor Trustee of Revocable Trust of John Q. Hammons, dated December 28, 1989 as amended and restated and Gregory D. Groves, Successor Trustee of Revocable Trust of John Q. Hammons, dated December 28, 1989 as amended and restated, to me personally known, who, being by me duly sworn, did say that they are Successor Trustee of Revocable Trust of John Q. Hammons, dated December 28, 1989 as amended and restated and Successor Trustee of Revocable Trust of John Q. Hammons, dated December 28, 1989 as amended and restated, respectively, and that on behalf of the trust, by authority set forth in the trust documents or, by authority of statute, said Jacqueline A. Dowdy and Gregory D. Groves acknowledged said Modification to be the free act and deed of the trust.

Karen L. Collette
Notary Public (SEAL)

My Commission expires:

11-30-2014

KAREN L. COLLETTE
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Nov. 30, 2014
Commission #10492797

CORPORATE ACKNOWLEDGMENT

STATE OF Missouri)
) SS
County OF Greene)

On this 21st day of October, 20 13, before me appeared Jacqueline A. Dowdy and Christopher D. Smith, to me personally known, who, being by me duly sworn, did say that they are President of Highland Springs Corporation and Secretary of Highland Springs Corporation, respectively, and that on behalf of said corporation, by authority of its board of directors, said Jacqueline A. Dowdy and Christopher D. Smith acknowledged said Modification to be the free act and deed of said corporation and that said corporation has no corporate seal.

Karen L. Collette
Notary Public (SEAL)

My Commission expires:

11-30-2014

KAREN L. COLLETTE
Notary Public - Notary Seal
STATE OF MISSOURI
Greene County
My Commission Expires Nov. 30, 2014
Commission #10492797

**MODIFICATION OF DEED OF TRUST
(Continued)**

Loan No: 96094874

LENDER ACKNOWLEDGMENT

STATE OF Missouri
County of Greene
 On this 21st day of October, 2013, before me appeared Levi Peterson to me personally known, who, being by me duly sworn did say that he or she is the Commercial Loan Officer of Great Southern Bank, and that said corporation has no corporate seal, and that said Modification was signed on behalf of such corporation by authority of its board of directors, and said Levi Peterson acknowledged said Modification to be the free act and deed of said corporation.

Amy Fetterman
 Notary Public [SEAL]

My Commission expires:

5-12-17

AMY FETTERMAN
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Greene County
 My Commission Expires May 12, 2017
 Commission #13481082

LASER PRO Lending, Ver. 13.3.0.024 Copr. Harland Financial Solutions, Inc. 1997, 2013. All Rights Reserved. - MO
 c:\PLWIN\CPNLPLV202.FC TR-65021 PR-148

EXHIBIT A

TRACT 1:

A PARCEL OF LAND LOCATED IN SECTION TWENTY-TWO (22), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-ONE (21) AND A PART OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-ONE (21), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION TWENTY-TWO (22), THENCE NORTH 0°25'15"EAST ALONG THE EAST LINE OF SAID SECTION TWENTY-TWO (22) A DISTANCE OF 25.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY FARM ROAD 186 AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND THENCE NORTH 87°45'30"WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 3956.17 FEET; THENCE NORTH 0°32'18"EAST LEAVING SAID RIGHT-OF-WAY LINE 2616.11 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION TWENTY-TWO (22); THENCE NORTH 87°28'26"WEST ALONG THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-TWO (22) A DISTANCE OF 1275.10 FEET; THENCE NORTH 0°25'22"EAST A DISTANCE OF 421.33 FEET; THENCE NORTH 89°34'38"WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 0°25'22"EAST A DISTANCE OF 118.20 FEET; THENCE NORTH 6°19'50"WEST A DISTANCE OF 244.68 FEET BEING THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 1327.4 FEET, TO THE WEST LINE OF SAID SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWENTY-TWO (22); THENCE NORTH 0°25'22"EAST ALONG SAID WEST LINE 540.85 FEET; THENCE SOUTH 87°36'42"EAST LEAVING SAID WEST LINE 31.82 FEET; THENCE NORTH 12°30'00"EAST A DISTANCE OF 50.85 FEET; THENCE NORTH 87°36'03"WEST TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF OLD U.S. HIGHWAY 65 A DISTANCE OF 55.78 FEET, SAID POINT ALSO BEING LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-ONE (21), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-ONE (21); THENCE NORTH 22°45'29"EAST ALONG THE SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 250.33 FEET; SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF BLACKHAWK STREET, AS IT NOW EXISTS; THENCE NORTH 40°04'49"EAST FOLLOWING SAID SOUTH RIGHT-OF-WAY OF BLACKHAWK STREET, 182.20 FEET BEING THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 328.90 FEET; THENCE SOUTH 19°55'41"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE 5.09 FEET; THENCE NORTH 65°59'16"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE 178.82 FEET BEING THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 323.90 FEET; THENCE NORTH 19°48'55"WEST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY 4.33 FEET; THENCE NORTH 55°11'34"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE 161.91 FEET BEING THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 551.70 FEET; THENCE SOUTH 21°04'57"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY, 19.99 FEET; THENCE NORTH 34°53'40"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 250.78 FEET BEING THE CHORD OF A CURVE TO THE LEFT HAVING A RADIUS OF 571.70 FEET; THENCE NORTH 22°33'42"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 76.90 FEET; THENCE NORTH 67°26'18"WEST

CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE 20.00 FEET; THENCE NORTH 22°33'42"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE 138.16 FEET; THENCE NORTH 51°18'51"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE 263.42 FEET; BEING THE CHORD OF A CURVE TO THE RIGHT HAVING A RADIUS OF 273.81 FEET, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 60, AS IT NOW EXISTS; THENCE SOUTH 09°31'56"EAST FOLLOWING SAID SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 60 A DISTANCE OF 5.25 FEET; THENCE NORTH 79°57'11"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY, 48.11 FEET; THENCE SOUTH 80°57'44"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE 1153.05 FEET; THENCE NORTH 82°10'52"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 467.10 FEET; THENCE SOUTH 86°33'11"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE 672.34 FEET; THENCE SOUTH 87°57'46"EAST CONTINUING SAID SOUTH RIGHT-OF-WAY LINE 644.30 FEET; THENCE SOUTH 80°20'53"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 188.66 FEET; THENCE SOUTH 87°57'46"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 100.00 FEET; THENCE NORTH 84°54'44"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 201.56 FEET; THENCE SOUTH 87°57'46"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE 735.00 FEET; THENCE SOUTH 41°13'37"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE 115.78 FEET; THENCE SOUTH 85°30'16"EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE 3.45 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF COUNTY FARM ROAD 189; THENCE SOUTH 0°54'29"WEST ALONG SAID WEST RIGHT-OF-WAY LINE OF COUNTY FARM ROAD 189 A DISTANCE OF 1054.86 FEET; THENCE NORTH 87°53'50"WEST LEAVING SAID WEST RIGHT-OF-WAY LINE, 1297.13 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION TWENTY-TWO (22); THENCE SOUTH 0°49'48"WEST ALONG THE EAST LINE OF THE SAID SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION TWENTY-TWO (22), A DISTANCE OF 882.79 FEET; THENCE SOUTH 87°53'47"EAST LEAVING SAID EAST LINE 83.00 FEET; THENCE SOUTH 35°51'56"EAST A DISTANCE OF 195.31 FEET; THENCE SOUTH 85°05'46"EAST A DISTANCE OF 110.26 FEET; THENCE SOUTH 63°50'57"EAST A DISTANCE OF 185.09 FEET; THENCE SOUTH 44°50'56"EAST A DISTANCE OF 305.89 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION TWENTY-TWO (22); THENCE SOUTH 87°44'06"EAST ALONG SAID NORTH LINE 609.36 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION TWENTY-TWO (22); THENCE SOUTH 0°25'15"WEST ALONG THE EAST LINE OF SAID SECTION TWENTY-TWO (22), A DISTANCE OF 2618.86 FEET TO THE TRUE POINT OF BEGINNING, ALL BEING IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

EXCEPT:

THAT CERTAIN PARCEL OF TRACT OF LAND LOCATED IN THE NORTH ONE HALF (N 1/2) OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-ONE (21), BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION TWENTY-TWO (22); THENCE NORTH 87°58'42"WEST ALONG THE NORTH LINE OF SAID SECTION TWENTY-TWO (22), A DISTANCE OF 2051.57 FEET; THENCE SOUTH 03°25'53"WEST 183.25 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 60; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, NORTH 86°33'39"WEST 114.70 FEET FOR A POINT OF BEGINNING; THENCE ALONG THE WEST RIGHT-OF-

WAY LINE OF HIGHLAND SPRINGS BOULEVARD, SOUTH 41°33'11"EAST 105.56 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 03°26'07"WEST 276.47 FEET TO AN EXISTING IRON PIN; THENCE NORTH 87°12'29"WEST 13.70 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 03°27'47"WEST 44.32 FEET TO AN EXISTING IRON PIN; THENCE NORTH 89°24'28"WEST 38.28 FEET; THENCE NORTH 64°45'18"WEST 248.09 FEET TO AN EXISTING IRON PIN; THENCE SOUTH 78°14'07"WEST 121.15 FEET TO AN EXISTING IRON PIN; THENCE NORTH 17°39'52"EAST 361.35 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MARKER; THENCE SOUTH 86°33'39"EAST 454.66 FEET TO THE POINT OF BEGINNING.

AND EXCEPT;

THAT CERTAIN PARCEL OR TRACT OF LAND BEING A PART OF HIGHLAND SPRINGS THE VILLAS AT STONEHAVEN, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EXISTING IRON PIN AT THE SOUTHWEST CORNER OF LOT TWENTY-EIGHT (28) OF SAID VILLAS AT STONEHAVEN; THENCE SOUTH 50°45'34"WEST ALONG THE SOUTH LINE OF LOT THIRTY-ONE (31) OF SAID VILLAS AT STONEHAVEN, 50.60 FEET; THENCE SOUTH 30°00'00"WEST ALONG THE SOUTH LINE OF LOT THIRTY-TWO (32), OF SAID VILLAS AT STONEHAVEN, 62.00 FEET TO THE EASTERN MOST CORNER OF LOT THIRTY-THREE (33) FOR A POINT OF BEGINNING; THENCE SOUTH 30°00'00"WEST 24.05 FEET TO A POINT OF NON-TANGENT CURVATURE TO THE RIGHT; THENCE ALONG SAID NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2682.00 FEET, A CENTRAL ANGLE OF 01°18'42", AN ARC DISTANCE OF 61.39 FEET, ALONG A CHORD BEARING SOUTH 74°16'40"WEST THENCE NORTH 60°00'00"WEST 93.03 FEET TO A POINT ON THE EAST LINE OF LOT THIRTY-FOUR (34), OF SAID VILLAS AT STONEHAVEN; THENCE ALONG SAID EAST LINE, NORTH 30°00'00"EAST 56.60 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF VILLA WAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 22°10'53", AN ARC DISTANCE OF 21.29 FEET, ALONG A CHORD BEARING NORTH 87°23'06"EAST TO THE WESTERN MOST CORNER OF LOT THIRTY-TWO (32) OF SAID VILLAS AT STONEHAVEN; THENCE ALONG THE SOUTH LINE OF SAID LOT THIRTY-TWO (32), SOUTH 60°00'00"EAST 118.07 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE TRACT I:

ANY PART PLATTED INTO ANY PHASE OF STONEHAVEN ADDITION OF HIGHLAND SPRINGS; CASTLEBAY ADDITION OF HIGHLAND SPRINGS; DUNROBIN ADDITION OF HIGHLAND SPRINGS, EAGLESCLIFFE ADDITION OF HIGHLAND SPRINGS; KINGSWOOD ADDITION OF HIGHLAND SPRINGS, AND THE VILLAS AT STONEHAVEN, AND GLEN ABBEY COURT SUBDIVISION OF HIGHLAND SPRINGS, GREENE COUNTY, MISSOURI.

ALSO EXCEPT THAT PART DESCRIBED AS HIGHLAND SPRINGS GOLF COURSE SHOWN AS TRACT II ON THIS COMMITMENT.

TRACT II: (HIGHLAND SPRINGS GOLF COURSE)

BEGINNING AT THE NORTHEAST CORNER OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-ONE (21), GREENE COUNTY, MISSOURI; THENCE NORTH 87°57'46" WEST BASIS OF BEARING, 2051.57 FEET ALONG THE NORTH LINE OF SAID SECTION TWENTY-TWO (22); THENCE SOUTH 03°26'49" WEST A DISTANCE OF 183.25 FEET TO A POINT ON THE SOUTH LINE OF U.S. HIGHWAY 60; THENCE SOUTH 86°33'11" EAST ALONG SAID SOUTH LINE 102.34 FEET; THENCE SOUTH 54°42'55" WEST LEAVING SAID SOUTH LINE 79.91 FEET; THENCE SOUTH 03°26'49" WEST A DISTANCE OF 170.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 81°04'51" EAST A DISTANCE OF 1017.58 FEET TO A POINT ON THE SOUTH LINE OF SAID U.S. HIGHWAY 60; THENCE NORTH 84°54'44" EAST ALONG SAID SOUTH LINE 201.56 FEET; THENCE SOUTH 87°57'46" EAST A DISTANCE OF 735.00 FEET; THENCE SOUTH 41°13'37" EAST A DISTANCE OF 115.78 FEET; THENCE SOUTH 85°30'16" EAST A DISTANCE OF 3.45 FEET; THENCE SOUTH 00°54'29" WEST LEAVING SAID SOUTH LINE 347.05 FEET; THENCE SOUTH 78°19'29" WEST A DISTANCE OF 643.19 FEET; THENCE SOUTH 58°29'45" WEST A DISTANCE OF 181.80 FEET; THENCE SOUTH 42°46'08" WEST A DISTANCE OF 217.95 FEET; THENCE SOUTH 03°07'20" WEST A DISTANCE OF 288.58 FEET; THENCE NORTH 87°53'50" WEST A DISTANCE OF 359.11 FEET; THENCE SOUTH 00°49'49" WEST A DISTANCE OF 882.65 FEET; THENCE SOUTH 87°47'58" EAST A DISTANCE OF 83.00 FEET; THENCE SOUTH 35°51'56" EAST A DISTANCE OF 195.31 FEET; THENCE SOUTH 85°05'49" EAST A DISTANCE OF 110.26 FEET; THENCE SOUTH 63°50'57" EAST A DISTANCE OF 185.09 FEET; THENCE SOUTH 44°50'56" EAST A DISTANCE OF 305.89 FEET; THENCE SOUTH 45°09'04" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 55°35'59" WEST A DISTANCE OF 271.48 FEET; THENCE SOUTH 66°15'54" WEST A DISTANCE OF 364.42 FEET; THENCE SOUTH 02°15'54" WEST A DISTANCE OF 350.00 FEET; THENCE SOUTH 84°49'01" EAST A DISTANCE OF 310.00 FEET; THENCE SOUTH 58°26'17" EAST A DISTANCE OF 88.16 FEET; THENCE SOUTH 47°02'00" EAST A DISTANCE OF 125.00 FEET; THENCE SOUTH 36°12'15" EAST A DISTANCE OF 126.47 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT 25.07 FEET, HAVING A CENTRAL ANGLE OF 2°44'08" A RADIUS OF 525.00 FEET AND A CHORD BEARING OF SOUTH 58°25'09" WEST; THENCE NORTH 35°46'52" WEST A DISTANCE OF 161.36 FEET; THENCE SOUTH 74°40'06" WEST A DISTANCE OF 526.26 FEET; THENCE SOUTH 86°11'30" WEST A DISTANCE OF 229.31 FEET; THENCE SOUTH 77°08'46" WEST A DISTANCE OF 246.65 FEET; THENCE SOUTH 69°39'11" WEST A DISTANCE OF 503.77 FEET; THENCE SOUTH 76°34'59" WEST A DISTANCE OF 331.52 FEET; THENCE SOUTH 61°48'10" WEST A DISTANCE OF 130.80 FEET; THENCE SOUTH 23°32'51" WEST A DISTANCE OF 418.13 FEET; THENCE SOUTH 55°00'04" WEST A DISTANCE OF 560.89 FEET; THENCE SOUTH 13°44'02" WEST A DISTANCE OF 608.48 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT 145.35 FEET, HAVING A CENTRAL ANGLE OF 20°09'52", A RADIUS OF 413.00 FEET AND A CHORD BEARING OF NORTH 68°52'31" WEST TO A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT 133.15 FEET HAVING A CENTRAL ANGLE OF 22°44'59" A RADIUS OF 335.33 FEET AND A CHORD BEARING OF NORTH 47°25'04" WEST; THENCE NORTH 36°02'34" WEST A DISTANCE OF 39.13 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT 47.34 FEET HAVING A CENTRAL ANGLE OF 5°36'17", A RADIUS OF 410.65

FEET AND A CHORD BEARING OF NORTH 32°44'25"WEST; THENCE NORTH 21°01'55"EAST A DISTANCE OF 308.28 FEET; THENCE NORTH 23°35'34"EAST A DISTANCE OF 348.85 FEET; THENCE NORTH 26°09'09"EAST A DISTANCE OF 120.10 FEET; THENCE NORTH 38°00'03"EAST A DISTANCE OF 121.66 FEET; THENCE NORTH 47°40'17"EAST A DISTANCE OF 216.59 FEET; THENCE NORTH 11°01'38"EAST A DISTANCE OF 175.67 FEET; THENCE NORTH 52°38'11"EAST A DISTANCE OF 228.05 FEET; THENCE NORTH 44°57'42"WEST A DISTANCE OF 961.49 FEET; THENCE NORTH 25°47'52"WEST A DISTANCE OF 94.24 FEET; THENCE NORTH 04°20'17"WEST A DISTANCE OF 274.91 FEET; THENCE NORTH 11°13'48"WEST A DISTANCE OF 122.58 FEET; THENCE NORTH 06°35'12"WEST A DISTANCE OF 429.26 FEET; THENCE NORTH 73°54'27"EAST A DISTANCE OF 356.99 FEET; THENCE NORTH 87°15'49"EAST A DISTANCE OF 120.00 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT 474.06 FEET, HAVING A CENTRAL ANGLE OF 24°52'35", A RADIUS OF 1091.85 FEET, AND A CHORD BEARING OF SOUTH 15°10'28"EAST; THENCE SOUTH 27°36'46"EAST A DISTANCE OF 246.35 FEET; THENCE NORTH 66°53'14"EAST A DISTANCE OF 110.34 FEET; THENCE NORTH 27°36'46"WEST A DISTANCE OF 92.90 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT 94.05 FEET, HAVING A CENTRAL ANGLE OF 20°58'07", A RADIUS OF 196.00 FEET AND A CHORD BEARING OF NORTH 38°05'49"WEST TO A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, 71.73 FEET, HAVING A CENTRAL ANGLE OF 20°58'07", A RADIUS OF 257.00 FEET AND A CHORD BEARING OF NORTH 38°05'49"WEST TO A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT 439.32 FEET HAVING A CENTRAL ANGLE OF 24°52'35" A RADIUS OF 1011.85 FEET AND A CHORD BEARING OF NORTH 15°10'28"WEST TO A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT 606.60 FEET, HAVING A CENTRAL ANGLE OF 63°11'00" A RADIUS OF 550.08 FEET AND A CHORD BEARING OF NORTH 28°51'19"EAST; THENCE NORTH 60°26'49"EAST A DISTANCE OF 459.00 FEET; THENCE SOUTH 31°15'44"EAST A DISTANCE OF 226.52 FEET; THENCE SOUTH 14°36'30"EAST A DISTANCE OF 218.78 FEET; THENCE SOUTH 20°32'55"EAST A DISTANCE OF 158.58 FEET; THENCE SOUTH 23°21'34"EAST A DISTANCE OF 471.69 FEET; THENCE SOUTH 02°56'20"EAST A DISTANCE OF 584.27 FEET; THENCE SOUTH 13°15'26"EAST A DISTANCE OF 208.82 FEET; THENCE NORTH 89°26'49"EAST A DISTANCE OF 235.83 FEET; THENCE NORTH 22°24'37"EAST A DISTANCE OF 232.33 FEET; THENCE NORTH 02°24'22"EAST A DISTANCE OF 142.50 FEET; THENCE NORTH 01°49'58"EAST A DISTANCE OF 499.92 FEET; THENCE NORTH 03°13'07"EAST A DISTANCE OF 73.51 FEET; THENCE NORTH 17°54'15"EAST A DISTANCE OF 863.27 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT 42.02 FEET, HAVING A CENTRAL ANGLE OF 07°16'27", A RADIUS OF 331.00 FEET, AND A CHORD BEARING OF SOUTH 65°38'52"EAST; THENCE SOUTH 62°00'38"EAST A DISTANCE OF 8.00 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, 88.50 FEET, HAVING A CENTRAL ANGLE OF 101°25'11", A RADIUS OF 50.00 FEET AND A CHORD BEARING OF NORTH 67°16'45"EAST; THENCE NORTH 16°34'10"EAST A DISTANCE OF 505.68 FEET; THENCE NORTH 85°15'03"WEST A DISTANCE OF 745.52 FEET; THENCE SOUTH 36°44'17"WEST A DISTANCE OF 125.58 FEET; THENCE NORTH 75°29'04"WEST A DISTANCE OF 40.00 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT 85.00 FEET, HAVING A CENTRAL ANGLE OF 11°04'07" A RADIUS OF 440.00 FEET AND A CHORD BEARING OF NORTH 08°57'59"EAST; THENCE NORTH 03°26'49"EAST A DISTANCE OF 182.82 FEET TO THE TRUE POINT OF BEGINNING; ALL IN GREENE COUNTY, MISSOURI.

AND

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION TWENTY-TWO (22), THENCE NORTH 87°57'46" WEST ALONG SAID NORTH LINE 2051.57 FEET; THENCE SOUTH 03°26'49" WEST A DISTANCE OF 183.25 FEET TO A POINT ON THE SOUTH LINE OF SAID U.S. HIGHWAY 60; THENCE NORTH 86°33'11" WEST ALONG SAID SOUTH LINE 115.00 FEET; THENCE SOUTH 41°33'11" EAST LEAVING SAID SOUTH LINE 106.07 FEET; THENCE SOUTH 03°26'49" WEST A DISTANCE OF 327.82 FEET TO THE TRUE POINT OF BEGINNING AND A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT 358.14 FEET, HAVING A CENTRAL ANGLE OF 57°00'00", A RADIUS OF 360.00 FEET, AND A CHORD BEARING OF SOUTH 31°56'49" WEST; THENCE SOUTH 60°26'49" WEST A DISTANCE OF 808.82 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT 58.38 FEET, HAVING A CENTRAL ANGLE OF 5°18'31", A RADIUS OF 630.08 FEET AND A CHORD BEARING OF SOUTH 57°47'35" WEST; THENCE NORTH 80°19'30" WEST A DISTANCE OF 743.65 FEET; THENCE NORTH 71°49'02" WEST A DISTANCE OF 462.00 FEET; THENCE NORTH 37°44'52" WEST A DISTANCE OF 118.00 FEET; THENCE NORTH 11°38'00" WEST A DISTANCE OF 110.00 FEET; THENCE NORTH 17°21'48" EAST A DISTANCE OF 220.00 FEET; THENCE NORTH 31°55'57" EAST A DISTANCE OF 110.00 FEET; THENCE SOUTH 81°09'45" EAST A DISTANCE OF 777.02 FEET; THENCE SOUTH 69°59'17" EAST A DISTANCE OF 625.08 FEET; THENCE NORTH 42°01'01" EAST A DISTANCE OF 414.71 FEET; THENCE SOUTH 86°33'11" EAST A DISTANCE OF 445.44 FEET TO THE TRUE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

AND

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION TWENTY-TWO (22), THENCE NORTH 00°25'15" EAST BASIS OF BEARING ALONG EAST THE LINE OF SAID SECTION TWENTY-TWO (22), A DISTANCE OF 477.14 FEET; THENCE NORTH 89°34'45" WEST LEAVING SAID EAST LINE, 356.71 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 55°01'30" WEST A DISTANCE OF 141.47 FEET; THENCE NORTH 87°45'30" WEST A DISTANCE OF 1347.27 FEET; THENCE NORTH 59°05'11" WEST A DISTANCE OF 91.08 FEET; THENCE NORTH 34°55'30" WEST A DISTANCE OF 122.16 FEET; THENCE NORTH 83°32'09" WEST A DISTANCE OF 50.00 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT 208.23 FEET, HAVING A CENTRAL ANGLE OF 47°43'22" A RADIUS OF 250.00 FEET AND A CHORD BEARING OF NORTH 17°23'49" WEST; THENCE NORTH 41°15'30" WEST A DISTANCE OF 148.18 FEET; THENCE NORTH 48°44'30" EAST A DISTANCE OF 170.00 FEET; THENCE SOUTH 71°39'06" EAST A DISTANCE OF 469.17 FEET; THENCE SOUTH 32°26'59" EAST A DISTANCE OF 205.01 FEET; THENCE NORTH 74°19'55" EAST A DISTANCE OF 425.82 FEET; THENCE SOUTH 84°57'27" EAST A DISTANCE OF 341.32 FEET; THENCE NORTH 50°42'38" EAST A DISTANCE OF 142.13 FEET; THENCE NORTH 18°59'21" WEST A DISTANCE OF 359.57 FEET; THENCE NORTH 02°49'20" WEST A DISTANCE OF 711.45 FEET; THENCE NORTH 73°58'00" EAST A DISTANCE OF 39.96 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT 196.97 FEET, HAVING A CENTRAL ANGLE OF 19°37'37", A RADIUS OF 575.00 FEET AND A CHORD BEARING OF NORTH 64°09'11" EAST; THENCE SOUTH 46°54'36" EAST A DISTANCE OF 215.29 FEET; THENCE SOUTH 05°15'18" EAST A DISTANCE OF 600.52 FEET; THENCE SOUTH 0° EAST A DISTANCE OF 797.00 FEET TO THE TRUE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

AND

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION TWENTY-TWO (22); THENCE NORTH 00°32'18"EAST BASIS OF BEARING ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (SE1/4), A DISTANCE OF 25.01 FEET TO A POINT ON THE NORTH LINE OF COUNTY ROAD 186; THENCE SOUTH 87°45'30"EAST ALONG THE NORTH LINE OF SAID COUNTY ROAD 453.91 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 07°43'49"EAST LEAVING SAID NORTH LINE 160.48 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT 311.67 FEET, HAVING A CENTRAL ANGLE OF 38°34'08", A RADIUS OF 463.00 FEET AND A CHORD BEARING OF SOUTH 87°58'26"EAST; THENCE NORTH 72°44'30"EAST A DISTANCE OF 229.07 FEET TO THE POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT 571.98 FEET, HAVING A CENTRAL ANGLE OF 24°00'00" A RADIUS OF 1365.49 FEET AND A CHORD BEARING OF NORTH 60°44'30"EAST; THENCE NORTH 48°44'30"EAST A DISTANCE OF 317.20 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT 23.56 FEET, HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 15.00 FEET AND A CHORD BEARING OF SOUTH 86°15'30"EAST; THENCE SOUTH 41°15'30"EAST A DISTANCE OF 132.34 FEET TO A POINT OF CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT 303.69 FEET HAVING A CENTRAL ANGLE OF 87°00'00" A RADIUS OF 200.00 FEET AND A CHORD BEARING OF SOUTH 02°14'30"WEST; THENCE SOUTH 51°36'19"WEST A DISTANCE OF 146.83 FEET TO A POINT OF CURVATURE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT 91.19 FEET HAVING A CENTRAL ANGLE OF 19°42'56", A RADIUS OF 265.00 FEET AND A CHORD BEARING OF SOUTH 35°53'03"WEST; THENCE NORTH 45°21'40"WEST A DISTANCE OF 52.03 FEET; THENCE SOUTH 45°44'30"WEST A DISTANCE OF 336.90 FEET TO A POINT ON THE NORTH LINE OF SAID COUNTY ROAD; THENCE NORTH 87°45'30"WEST ALONG SAID NORTH LINE 931.59 FEET TO THE TRUE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

TRACT III:

ALL OF LOTS FORTY-ONE (41) FORTY-THREE (43) AND FORTY-SEVEN (47), IN THE FINAL PLAT OF CASTLEBAY ADDITION OF HIGHLAND SPRINGS, A SUBDIVISION IN GREENE COUNTY, MISSOURI.

ALL OF LOTS THIRTY-EIGHT (38) AND FORTY (40), OF THE REPLAT OF LOTS 36, 37, 38, 39, AND 40 IN THE FINAL PLAT OF CASTLEBAY ADDITION OF HIGHLAND SPRINGS, A SUBDIVISION IN GREENE COUNTY, MISSOURI.

ALL OF LOTS TWO (2), FOUR (4) AND FORTY-EIGHT (48) IN FINAL PLAT OF PHASE I DUNROBIN ADDITION OF HIGHLAND SPRINGS, A SUBDIVISION IN GREENE COUNTY, MISSOURI.

ALL OF LOTS FOUR (4), SEVEN (7), SIXTEEN (16), EIGHTEEN (18), NINETEEN (19), TWENTY (20) AND TWENTY-TWO (22), IN FINAL PLAT OF DUNROBIN ADDITION PHASE II OF HIGHLAND SPRINGS, A SUBDIVISION IN GREENE COUNTY, MISSOURI.

ALL OF LOTS TWO (2), SIX (6) AND SIXTY-FIVE (65) FINAL PLAT OF EAGLESCIFFE ADDITION OF HIGHLAND SPRINGS, A SUBDIVISION IN GREENE COUNTY, MISSOURI.

ALL OF LOTS SIX (6), SEVEN (7), EIGHT (8), ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14), SEVENTEEN (17), EIGHTEEN (18), TWENTY-ONE (21) AND TWENTY-TWO (22), FINAL PLAT OF KINGSWOOD PHASE II, AN ADDITION OF HIGHLAND SPRINGS, A SUBDIVISION IN GREENE COUNTY, MISSOURI.

ALL OF LOT FIFTEEN (15), FINAL PLAT FOR HIGHLAND SPRINGS, THE VILLAS AT STONEHAVEN, GREENE COUNTY, MISSOURI, EXCEPT BEGINNING AT THE SOUTHERNMOST CORNER OF LOT FIFTEEN (15) OF THE VILLAS AT STONEHAVEN, A RECORDED SUBDIVISION IN GREENE COUNTY, MISSOURI, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF VILLA WAY; THENCE ALONG A NONTANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 74.81 FEET, A CENTRAL ANGLE OF 39°10'43", AN ARC LENGTH OF 51.15 FEET, WHOSE CHORD BEARS NORTH 13°13'00" EAST TO A POINT ON THE EASTERLY LINE OF SAID LOT FIFTEEN (15); THENCE ALONG SAID EASTERLY LINE SOUTH 81°00'00" EAST, A DISTANCE OF 32.00 FEET; THENCE SOUTH 49°15'09" WEST, 28.20 FEET ALONG THE SOUTHEASTERN LINE OF LOT FIFTEEN (15) TO THE POINT OF BEGINNING ALL IN GREENE COUNTY, MISSOURI.

ALL OF LOT FIVE (5), OF THE REPLAT OF LOTS 4 & 5 OF THE FINAL PLAT FOR HIGHLAND SPRINGS, THE VILLAS AT STONEHAVEN, GREENE COUNTY, MISSOURI.

MAIL TO
Great Southern Bank
P.O. Box 9009
Spfld. MO 65890

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,786,193.20	09-29-2015	09-29-2016	96094874		J053307	41066	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: Revocable Trust of John Q. Hammons, dated December 28, 1989 as amended and restated
300 S. John Q. Hammons Pkwy, Suite 900
Springfield, MO 65806-2550

Lender: Great Southern Bank
1451 East Battlefield
Springfield, MO 65804

Principal Amount: \$1,786,193.20

Date of Agreement: September 29, 2015

DESCRIPTION OF EXISTING INDEBTEDNESS. This Change in Terms Agreement constitutes an extension and modification of Promissory Note #96094874 (the "Note") dated August 21, 1995, in the original amount of \$7,500,000.00, made by Borrower and payable to the order of Lender. The original Note shall be considered to be renewed, extended, modified and replaced in its entirety, but not paid, by the execution of this Change in Terms Agreement.

DESCRIPTION OF CHANGE IN TERMS. This Change in Terms Agreement, among other things, extends the stated maturity date of the Note from September 29, 2015 to September 29, 2016.

PROMISE TO PAY. Revocable Trust of John Q. Hammons, dated December 28, 1989 as amended and restated ("Borrower") promises to pay to Great Southern Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Million Seven Hundred Eighty-six Thousand One Hundred Ninety-three & 20/100 Dollars (\$1,786,193.20), together with interest on the unpaid principal balance from September 29, 2015, until paid in full.

PAYMENT. Borrower will pay this loan in one principal payment of \$1,786,193.20 plus interest on September 29, 2016. This payment due on September 29, 2016, will be for all principal and all accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning October 29, 2015, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any escrow or reserve account payments as required under any mortgage, deed of trust, or other security instrument or security agreement securing this Note; then to any late charges; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an index which is the Great Southern Bank Prime Rate "Prime Rate". "Prime Rate" shall mean the rate per annum described or announced by Great Southern Bank as its prime rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans and is set by Lender in its sole discretion. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 5.000% per annum. Interest on the unpaid principal balance of this loan will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 0.500 percentage points over the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 5.500% per annum based on a year of 360 days. **NOTICE:** Under no circumstances will the interest rate on this loan be less than 5.500% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method. This calculation method results in a higher effective interest rate than the numeric interest rate stated in the loan documents.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Great Southern Bank, 1451 East Battlefield, Springfield, MO 65804.

LATE CHARGE. If a payment is more than 5 days late, Borrower will be charged 5.000% of the regularly scheduled payment.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by adding an additional 6.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of the Trust, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help,

CHANGE IN TERMS AGREEMENT (Continued)

Loan No: 96094874

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repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Missouri without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Missouri.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Greene County, State of Missouri.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$25.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the debt against any and all such accounts.

COLLATERAL. Collateral securing other loans with Lender may also secure this loan. To the extent collateral previously has been given to Lender by any person which may secure this Indebtedness, whether directly or indirectly, it is specifically agreed that, to the extent prohibited by law, all such collateral consisting of household goods will not secure this Indebtedness. In addition, if any collateral requires the giving of a right of rescission under Truth in Lending for this Indebtedness, such collateral also will not secure this Indebtedness unless and until all required notices of that right have been given.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

FINANCIAL INFORMATION. Upon Lender's request, Borrower will provide in frequency and form acceptable to Lender, financial statements accurately reflecting the Borrower's financial condition as of the date thereof, together with such additional financial information the Lender may request.

WAIVERS. Borrower hereby waives any defenses that the Borrower may have to repayment of this Note, including but not limited to, failure of consideration, breach of warranty, fraud, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations, lender liability, accord and satisfaction, and usury.

INSURANCE REQUIREMENTS. Borrower understands that insurance coverage is required in connection with the extending of a loan or the providing of other financial accommodations to Borrower by Lender. These requirements are set forth in the security documents evidencing the collateral previously provided to Lender to secure the Note. Borrower agrees to maintain insurance coverage on all collateral.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral, or impair, fail to realize upon, or perfect Lender's

**CHANGE IN TERMS AGREEMENT
(Continued)**

Loan No: 96094874

Page 3

security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

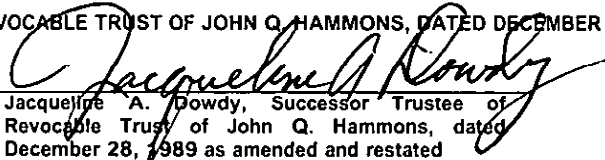
JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

PRIOR TO SIGNING THIS AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE AGREEMENT.


BORROWER:

REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989 AS AMENDED AND RESTATED

By:


Jacqueline A. Dowdy, Successor Trustee of
Revocable Trust of John Q. Hammons, dated
December 28, 1989 as amended and restated

By:


Gregory D. Groves, Successor Trustee of
Revocable Trust of John Q. Hammons, dated
December 28, 1989 as amended and restated

LENDER:

GREAT SOUTHERN BANK

X


Levi Paterson, Asst. Vice President

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DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$1,786,193.20	09-29-2015	09-29-2016	96094874		J053307	41066	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "****" has been omitted due to text length limitations.

Borrower: Revocable Trust of John Q. Hammons, dated December 28, 1989 as amended and restated
300 S. John Q. Hammons Pkwy, Suite 900
Springfield, MO 65806-2550

Lender: Great Southern Bank
1451 East Battlefield
Springfield, MO 65804

LOAN TYPE. This is a Variable Rate Nondisclosable Loan to a Trust for \$1,786,193.20 due on September 29, 2016. This is a secured renewal loan.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- ☐ Personal, Family, or Household Purposes or Personal Investment.
☒ Business (including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: Extension and modification of existing Note payable to Lender.

DISBURSEMENT INSTRUCTIONS. Borrower understands that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of \$1,786,193.20 as follows:

Other Charges Financed: \$1,786,193.20
\$1,786,193.20 Refinance of balance on existing loan

Note Principal: \$1,786,193.20

CHARGES PAID IN CASH. Borrower has paid or will pay in cash as agreed the following charges:

Prepaid Finance Charges Paid in Cash: \$0.00

Other Charges Paid in Cash: \$8,559.61
\$8,459.61 Interest Due: 9-29-15
\$100.00 Closing Fee to Great Southern Bank

Total Charges Paid in Cash: \$8,559.61

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, BORROWER REPRESENTS AND WARRANTS TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN BORROWER'S FINANCIAL CONDITION AS DISCLOSED IN BORROWER'S MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED SEPTEMBER 29, 2015.

BORROWER:

REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 28, 1989 AS AMENDED AND RESTATED

By: Jacqueline A. Dowdy
Jacqueline A. Dowdy, Successor Trustee of
Revocable Trust of John Q. Hammons, dated
December 28, 1989 as amended and restated

By: Greggory D. Grove
Greggory D. Grove, Successor Trustee of
Revocable Trust of John Q. Hammons, dated
December 28, 1989 as amended and restated

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This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code: <u>CA</u>		No. of Additional Sheets Presented:	3. <input type="checkbox"/> To be Recorded in Real Estate Records	Book: _____ Page: _____
1. Debtor(s) (Last Name First) and Address(es): Revocable Trust of John Q. Hammons, Dated December 29, 1989 as amended May 2, 1994 John Q. Hammons, Trustee <u>11</u> 300 S. John Q. Hammons Pkwy, Suite 900 Springfield, MO 65806-2550	2. Secured Party(ies): Name(s) Address(es): Great Southern Bank, FSB P. O. Box 9009 Springfield, MO. 65808-9009	4. For Filing Officer use only: <div style="text-align: center;"> FILED 1995 DEC 12 08:00 2610970 \$11.00 Rebecca M. Cook Mo. Secretary of State </div> <div style="text-align: right; border: 1px solid black; border-radius: 50%; width: 40px; height: 40px; line-height: 40px; margin: 0 auto;"> 6 </div>		
5. This Financing Statement Covers the Following Types (or Items) of Property: All inventory and equipment used in connection with the operation of Highland Springs Country Club.				
<div style="text-align: right;"> <input checked="" type="checkbox"/> Products of the Collateral are Also Covered. </div>				
6. Description of Real Estate: This statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral: (Please check appropriate box) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. Proceeds should be described above. <input type="checkbox"/> as to which the filing has lapsed. <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor.		7. Name(s) of Record Owner(s): 8. Assignee(s) of Secured Party and Address(es): <div style="text-align: right;"> <input type="checkbox"/> The Debtor is a transmitting utility. </div>		
By <u>John Q. Hammons</u> Signature(s) of Debtor(s) (1) FILING OFFICER COPY—ALPHABETICAL FORM UCC-1—MISSOURI UNIFORM COMMERCIAL CODE		Great Southern Bank, FSB By <u>Joseph W. Turner</u> Signature(s) of Secured Party(ies) Ex. V. P. Approved By: REBECCA MCDOWELL COOK SECRETARY OF STATE		

This STATEMENT is presented to a Filing Officer
for filing pursuant to the Uniform Commercial Code:

No. of Additional
Sheets Presented:

3. For Filing Officers use only:

1. Debtor(s) (Last Name First) and Address(es):
REVOCABLE TRUST OF JOHN Q. HAMMONS,
DATED 12/29/89 as amended 5/2/94
JOHN Q. HAMMONS, TRUSTEE
300 S. JOHN Q. HAMMONS PKWY, SUITE
900, SPRINGFIELD, MO. 65806-2550

2. Secured Party(ies) Name(s) and Address(es):
GREAT SOUTHERN BANK
P.O.B. 68 1451 E. BATTLEFIELD
SPRINGFIELD, MO. 65801 FKA,
GREAT SOUTHERN BANK, FSB
P.O.B. 9009
SPRINGFIELD, MO. 65808

08/29/2000 08:00

4062783

\$9.00

4. This Statement Refers to Original Financing Statement No. 2610970..... Filed Date 12/12/95.....
with MO. SECRETARY OF STATE..... Book..... Page.....

Rebecca M. Cook
Mo. Secretary of State

5. ☒ A. Continuation The original Financing Statement bearing the above file number is still effective.
☐ B. Termination The Secured Party of record no longer claims a security interest under the financing statement bearing the above file number.
☐ C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following (Item 6).
☐ D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below (Item 6).
☐ E. Amendment The Financing Statement bearing the above file number is amended as set forth below (Item 6). Signature of Debtor is required for all amendments.

6.

By _____
Signature(s) of Debtor(s) (Only on Amendment)

GREAT SOUTHERN BANK

By _____
ERIC PIEL VICE PRESIDENT

Approved By REBECCA MCDOWELL COOK SECRETARY OF STATE

(1) FILING OFFICER COPY—ALPHABETICAL
FORM UCC-3—MISSOURI UNIFORM COMMERCIAL CODE

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Longe, Jackie R (417) 887-4400	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Great Southern Bank 1451 East Battlefield Springfield MO 65804 E-Mail: jrlong@greatsouthernbank.com	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 2610970	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.	
3. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.	
4. <input type="checkbox"/> ASSIGNMENT (full or partial)	
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record <input type="checkbox"/> CHANGE name and/or address <input type="checkbox"/> DELETE name <input type="checkbox"/> ADD name	
6. CURRENT RECORD INFORMATION:	
1a. ORGANIZATION'S NAME REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 29, 1989 AS AMENDED MAY 2, 1994	
OR	1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
8. AMENDMENT (COLLATERAL CHANGE) Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned	

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT <input type="checkbox"/> DEBTOR authorizing this amendment			
9a. ORGANIZATION'S NAME GREAT SOUTHERN BANK			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

File Number: 20100111915B
Date Filed: 11/03/2010 02:29 PM
Robin Carnahan
Secretary of State

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Longe, Jackie R (417) 887-4400	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Great Southern Bank 1451 East Battlefield Springfield MO 65804 EMail: jrlong@greatsouthernbank.com	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 2610970	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.	
3. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.	
4. <input type="checkbox"/> ASSIGNMENT (full or partial)	
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record <input type="checkbox"/> CHANGE name and/or address <input type="checkbox"/> DELETE name <input type="checkbox"/> ADD name	
6. CURRENT RECORD INFORMATION:	
1a. ORGANIZATION'S NAME REVOCABLE TRUST OF JOHN Q. HAMMONS, DATED DECEMBER 29, 1989 AS AMENDED MAY 2, 1994	
OR	1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
8. AMENDMENT (COLLATERAL CHANGE) Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned	

9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT <input type="checkbox"/> DEBTOR authorizing this amendment	
9a. ORGANIZATION'S NAME GREAT SOUTHERN BANK	
OR	9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

96094874 Case 1:10-cv-00114 Document 1-1 Filed 11/03/10 Page 35 of 36

File Number: 1510296183397
 Date Filed: 10/29/2015 10:00 AM
 Jason Kander
 Secretary of State

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)	
JACKIE LONGE	(417) 888-5858
B. E-MAIL CONTACT AT FILER (optional)	
jrlong@greatsouthernbank.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Great Southern Bank 1451 East Battlefield Springfield, MO 65804	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2810970

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT (full or partial):** Give name of Assignee in item 7a and 7b, and address of Assignee in item 7c and name of Assignor in item 9. For partial assignment, complete item 7 and 9 and also indicate affected collateral in item 8

4. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two

AND Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record

☐ CHANGE name and/or address: Complete item 8a or 8b; and item 7a or 7b and item 7c

☐ ADD name: Complete item 7a or 7b, and item 7c

☐ DELETE name: Give record name to be deleted in item 8a or 8b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (8a or 8b)

8a. ORGANIZATION'S NAME			
OR	8b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (full or partial). For name, do not enter initials, or abbreviate any part of the Debtor's name!

7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME		
	INDIVIDUAL'S FIRST PERSONAL NAME		
	INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)		
	SUFFIX		

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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8. ☐ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral
 Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of assignor, if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME Great Southern Bank			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
			SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
 CC 220 98094874 JOHN O HAMMONS

UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 08/28/2013)

District of Kansas Claims Register

[16-21140 The Revocable Trust of John Q. Hammons dated Decem](#)

Judge: Robert D. Berger

Chapter: 11

Office: Kansas City

Last Date to file claims:

Trustee:

Last Date to file (Govt):

<i>Creditor:</i> (8598455) Great Southern Bank c/o J. Kevin Wilson 11050 Roe Avenue, Suite 200 Overland Park, KS 66211	Claim No: 2 <i>Original Filed</i> <i>Date:</i> 11/01/2016 <i>Original Entered</i> <i>Date:</i> 11/01/2016	<i>Status:</i> <i>Filed by:</i> AT <i>Entered by:</i> Mark G. Stingley <i>Modified:</i>
Amount claimed: \$1548543.20		
Secured claimed: \$1548543.20		

History:

[Details](#) [2-1](#) 11/01/2016 Claim #2 filed by Great Southern Bank, Amount claimed: \$1548543.20 (Stingley, Mark)

Description: (2-1) 1995 Golf Course Loan

Remarks:

Claims Register Summary

Case Name: The Revocable Trust of John Q. Hammons dated Decem

Case Number: 16-21140

Chapter: 11

Date Filed: 06/26/2016

Total Number Of Claims: 1

Total Amount Claimed*	\$1548543.20
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured	\$1548543.20	
Priority		
Administrative		

District of Kansas Claims Register

[16-21142 John Q. Hammons Fall 2006, LLC](#)

Judge: Robert D. Berger

Chapter: 11

Office: Kansas City

Last Date to file claims: 12/23/2016

Trustee:

Last Date to file (Govt):

Creditor: (8601005) Great Southern Bank c/o J. Kevin Wilson 11050 Roe Avenue, Suite 200 Overland Park, KS 66211	Claim No: 218 <i>Original Filed</i> Date: 11/07/2016 <i>Original Entered</i> Date: 11/07/2016	Status: <i>Filed by:</i> CR <i>Entered by:</i> Terri Marshall <i>Modified:</i> 11/07/2016
Amount claimed: \$0.00		
Secured claimed: \$0.00		

History:

Details	218-1	11/07/2016 Claim #218 filed by Great Southern Bank, Amount claimed: \$0.00 (Marshall, Terri)
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Description: (218-1) DUPLICATE OF CLAIM 216 - OMIT

Remarks:

Claims Register Summary

Case Name: John Q. Hammons Fall 2006, LLC

Case Number: 16-21142

Chapter: 11

Date Filed: 06/26/2016

Total Number Of Claims: 1

Total Amount Claimed*	\$0.00
Total Amount Allowed*	

*Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured	\$0.00	
Priority		
Administrative		