



Comerica Bank

AMENDMENT TO NOTE

This Amendment to Note ("Amendment") made, delivered, and effective as of 7-18-13 (the "Effective Date"), by and between Oliphant Investment Company, LLC, a Texas Limited Liability Company (individually and collectively if more than one party "Borrower"), and Comerica Bank ("Bank").

WHEREAS, Borrower executed and delivered unto Bank that certain **Fixed Rate-Installment Note** in the original principal amount of **Two Hundred Twenty Five Thousand and 00/100 Dollars (\$225,000.00)** dated **July 28, 2010** ("Note"); and

WHEREAS, Bank and Borrower desire to amend the Note as set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Amendment, Borrower and Bank agree as follows:

1. The Note is hereby amended as follows:
 - a. The Maturity Date of the Note is now October 28, 2013, in lieu of July 28, 2013.
2. Borrower is responsible for all costs and expenses incurred by Bank in connection with the preparation and execution of this Amendment and the matters set forth herein, including, without limitation, title and recording fees (if any) and attorney fees.
3. The execution of this Amendment shall not be deemed to be a waiver by Bank of any Default or an amendment or waiver by Bank of any right, power, or remedy of Bank under or pursuant to the Note.
4. All the terms used in this Amendment which are defined in the Note shall have the same meaning as used in the Note, unless otherwise defined in this Amendment.
5. Borrower waives, discharges, and forever releases Bank, Bank's employees, officers, directors, attorneys, stockholders, and their successors and assigns, from and of any and all claims, causes of action, allegations or assertions that Borrower has or may have had at any time up through and including the date of this Amendment, against any or all of the foregoing, regardless of whether any such claims, causes of action, allegations or assertions are known to Borrower or whether any such claims, causes of action, allegations or assertions arose as result of Bank's actions or omissions in connection with the Note, or any amendments, extensions or modifications thereto, or Bank's administration of the debt evidenced by the Note or otherwise.
6. This Amendment is not an agreement to any further or other amendment of the Note.
7. Borrower expressly acknowledges and agrees that except as expressly amended in this Amendment, the Note, as amended, remains in full force and effect and is ratified, confirmed and restated. In addition, Borrower hereby ratifies and reaffirms the continuing effectiveness of any and all other promissory notes, guaranties, security agreements, mortgages, deeds of trust, environmental agreements, and all other instruments, documents and agreements that may have been entered into in connection with the Note. This Amendment shall neither extinguish nor constitute a novation of the Note and/or Indebtedness evidenced thereby.
8. The Note is secured by, in addition to other collateral, that certain Deed of Trust, Security Agreement and Assignment of Rents dated **July 28, 2010** executed by **Oliphant Investment Company, LLC, a Texas Limited Liability Company** to **Joseph W. Sullivan**, for the benefit of Bank, recorded in County Clerk's File No. **201000205365** of the official real property records of Dallas County, Texas covering the real property more fully described on Exhibit "A" attached hereto and made a part hereof for all purposes. All Liens (hereafter defined), including those arising under the foregoing deed of trust, which secure or purport to secure the Indebtedness, including the indebtedness evidenced by the Note, are hereby ratified, confirmed, brought forward, renewed, extended and re-arranged as security for the Indebtedness. The term "Lien" shall mean any valid and enforceable interest in any property, whether real, personal or mixed, securing an indebtedness, obligation or liability owed to or claimed by any person other than the owner of such property, whether such indebtedness is based on the common law or any statute or contract and including, but not limited to, a security interest, pledge, mortgage, assignment, conditional sale, trust receipt, lease, consignment or bailment for security purposes.
9. Borrower represents and warrants that each of the representations and warranties contained or relating to the Note are true and correct as of the date of this Amendment, and that no Defaults has occurred and is continuing.
10. This is an integrated Amendment and supersedes all prior negotiations and agreements regarding the subject matter hereof. All amendments hereto must be in writing and signed by the parties.
11. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

THIS WRITTEN AGREEMENT (AS DEFINED BY SECTION 26.02 OF THE TEXAS BUSINESS AND COMMERCE CODE) REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Remainder of Page Intentionally Left Blank.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment on the date set forth above.

Oliphant Investment Company, LLC, a Texas Limited Liability Company

By: [Signature]
Wesley J. Oliphant

Title: Managing Member

By: [Signature]
Zachary J. Oliphant

Title: Managing Member

BANK:

COMERICA BANK

By: [Signature]
Russell E. Hames

Title: Vice President

STATE OF TEXAS
COUNTY OF Harris Texas

This instrument was acknowledged before me on 11-22-2015 by Wesley J. Oliphant the Managing Member of Oliphant Investment Company LLC a Texas limited liability company, on behalf of said limited liability company.

My Commission Expires: 11-22-2015

Tamesha Smallwood
Notary Public in and for the State of Texas
TAMESHA SMALLWOOD
My Commission Expires
November 22, 2015

STATE OF TEXAS
COUNTY OF Harris Texas

This instrument was acknowledged before me on 11-22-2015 by Zachary J. Oliphant the Managing Member of Oliphant Investment Company LLC a Texas limited liability company, on behalf of said limited liability company.

My Commission Expires: 11-22-2015

Tamesha Smallwood
Notary Public in and for the State of Texas
TAMESHA SMALLWOOD
My Commission Expires
November 22, 2015

STATE OF TEXAS
COUNTY OF Harris Texas

Hames This instrument was acknowledged before me on 11-22-2015 by Russell E. the VP of Comerica Bank, on behalf of said association.

My Commission Expires: 11-22-2015

Tamesha Smallwood
Notary Public in and for the State of Texas

Following Recordation, Return To:
Comerica Bank
39200 Six Mile Rd.
Livonia, MI 48152
Attention: National Documentation Services, Mail Code: 7573

TAMESHA SMALLWOOD
My Commission Expires
November 22, 2015

EXHIBIT "A"
LEGAL DESCRIPTION

Unit No. 427, of MERCER SQUARE CONDOMINIUMS, a Condominium In the City of Dallas, Dallas County, Texas together with an undivided interest in the common elements according to the Declaration filed 10/18/2006, recorded in cc# 200600357407, Real Property Records Dallas County Texas. As affected by amendments filed 12/19/2006, 200600468151, filed 06/26/2007 in cc# 20070229277 and filed 09/16/2008 in cc# 20080299545, Real Property Records, Dallas County, Texas.

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
08/12/2013 10:30:50 AM
\$24.00



JFW

201300253250

Unofficial Copy