

AMENDED AND RESTATED PROMISSORY NOTE

\$106,240.00

January 1, 2017

FOR VALUE RECEIVED, at the times hereinafter stated, the undersigned, **ROGER G. RICHARDS and LAURA J. RICHARDS** and each of them, jointly and severally, (collectively the "**Borrowers**"), promise to pay to the order of **GAYLE ESKAY MILLS, as Trustee of the Estate of Jack Boy Lightle aka Jack B. Lightle aka Jack Lightle and Connie Delane Lightle aka Connie D. Lightle aka Connie Lightle, Case No. 4:14-bk-12615-BMW** (the "**Lender**"), at P.O. Box 36317, Tucson, Arizona 85740, or at such other place as the holder hereof may from time to time designate in writing, in legal tender of the United States of America, the principal sum of **ONE HUNDRED SIX THOUSAND TWO HUNDRED FORTY AND NO/100THS DOLLARS (\$106,240.00)**, and any and all future increases of said principal sum and/or future advances made in addition thereto (the "**Loan**") with interest on the unpaid principal balance from date of the Note, until paid, at the rate of five percent (5%) per annum (the "**Interest Rate**").

This Amended and Restated Promissory Note (the "**Note**") amends, restates and replaces, in its entirety, the Loans in the original principal amount of \$111,600.00 and \$35,000.00 (collectively, \$146,600.00) from Borrowers to Land of Promise, LLC and Jack B. Lightle and Connie Lightle, dated January 14, 2010 (the "**Original Notes**"). The Note is executed and delivered by Borrowers to Lender, in connection with and pursuant to the terms, conditions and covenants of that certain Modification Agreement ("**Agreement**") entered into among Borrowers and Lender dated of even date herewith. In the event that this Note is determined to be unenforceable, the Original Notes shall be automatically reinstated and in full force and effect.

1. **Term.** During the term of the Loan, which shall commence as of January 1, 2017, which shall terminate on January 15, 2023 (the "**Maturity Date**"), at which time, all interest accrued and unpaid and the outstanding principal balance shall be due and payable in full.

2. **Payments.** Payments to Lender shall be in the amount of Six Hundred Dollars (\$600.00) each month due on the 15th day of each month. Payments will be applied by Lender in its sole discretion. Principal, interest and all other sums secured must be paid in lawful money of the United States of America. Payments will be made to Lender, or elsewhere as Lender may designate. Interest may be calculated on a daily basis using a 360-day year. Interest will accrue at the Interest Rate set forth hereinabove, which Interest will commence as of September 15, 2017. Borrowers agree that the rate of interest contracted for in this Note will, for purposes of applicable law, include the interest rate(s) stated herein and any other charges, costs, fees and other expenses that are to be paid by Borrowers to or for the benefit of Lender to the extent that the same are deemed to be interest, all of which amounts Borrowers agree to pay to Lender.

3. **Default by Borrowers.** A default will occur if: (i) Borrowers fail to pay when due any periodic installment or the amount owed at maturity or upon acceleration, (ii) Borrowers are in default or fail to perform under the terms of this Note or any instrument securing this Note, (iii) any default exists under any lien or encumbrance having priority over any instrument securing this Note, or (iv) any Borrower becomes bankrupt or a debtor in or under any state or

federal insolvency proceeding.

4. **Default Remedies.** If a default occurs, including the failure to remit any payment when due, the Lender will provide notice of the default with a three (3) day opportunity to cure the default. If a default continues to occur, at the election of Lender, the entire Principal sum and all accrued interest which is unpaid immediately will be due and payable and be declared mature by acceleration. In any event, upon any default occurring or at maturity by acceleration or otherwise, all Principal and then-accrued interest will together bear interest at the after-default rate of ten percent (10%) per annum from the date of default until all defaults are cured or this Note is paid in full. This Note may be enforced by Lender exercising any remedy available at law or in equity.

5. **Reservation of Rights.** No waiver under this Note is valid unless it is in writing and signed by the Party giving the waiver. A waiver of a particular matter or remedy does not waive a subsequent or similar matter or remedy. No waiver will excuse a Party from the payment or performance of its other obligations under this Note.

6. **Fees and Costs.** If any default should occur, Borrowers promise to pay all of the following costs and fees if incurred by or on behalf of Lender: (i) reasonable attorneys' fees, (ii) trustee's fees, (iii) all costs and expenses of collection, enforcement, interpretation or any foreclosure, whether or not suit is filed, and (iv) all costs of suit, each of which are to be determined and awarded by a court and not by a jury. "Suit" includes proceedings in courts of original, appellate and bankruptcy jurisdiction.

7. **Prepayment.** This Note may be prepaid in whole or in part at the option of Borrowers without penalty or premium, provided that any partial prepayment may be made only when this Note is not in default, and prepayment must be made on a regular installment payment date. Any prepayment will be applied to Principal payments due in their inverse order of maturity, and installment payments shall continue unchanged in timing and amount until this Note is paid in full.

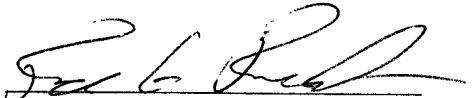
8. **Waivers by Borrowers.** To the maximum extent allowed by applicable law, Borrowers expressly waive: (i) diligence, demand, dishonor, protest, presentment, and grace of any kind, and any notice of the foregoing, and any notices of nonpayment, default or acceleration, (ii) any and all rights of homestead and exemption and (iii) any release or discharge arising from any extension of time or change in terms of payment or otherwise in this Note, or from any change, addition to or alteration of any instrument securing this Note, or from any other cause whatsoever other than payment in full.

9. **Parties Bound.** "Borrowers" means the undersigned as makers of this Note (individually or collectively) and all co-makers, endorsers, payors, obligors, sureties and guarantors of this Note and anyone who may become liable for payment or performance of the same, and its or their respective successors and assigns, jointly and severally, and if married, binds both their marital community and their sole and separate estates. "Lender" means the original payee(s) and holder(s) of this Note and its or their respective successors and assigns as owners and holders(s) of this Note.

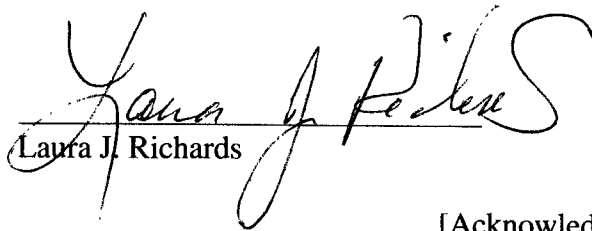
10. **Choice of Law.** This Note is governed by the laws of the State of Arizona. The parties consent and submit to the nonexclusive jurisdiction of the courts of the State of Arizona and the United States District Court for the District of Arizona, to be venued in Maricopa County, Arizona, concerning any action arising under or on account of this Note.

11. **Security.** This Note is secured by a Modification of Deed of Trust and Assignment of Rents for real property located at 52413 W. Caravan Lane known as Parcel No. 501-13-028F and a Deed of Trust and Assignment of Rents for 52471 W. Caravan Lane, Maricopa, Arizona 85139 ("**Real Property**"), known as Parcel No. 501-13-028J, which Real Property is located in Pinal County, Arizona. The Real Property may also be secured by other security agreements and collateral assignments.

12. **Effective Date.** This Note is executed and effective as of the date set forth above ("**Effective Date**").



Roger G. Richards

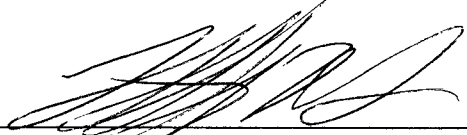


Laura J. Richards

[Acknowledgements to Follow]

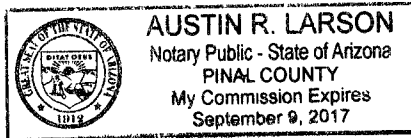
STATE OF ARIZONA)
) ss
County of Pinal)

The foregoing instrument was acknowledged before me this 8th day of Sept. 2017, by Roger G. Richards, individually.



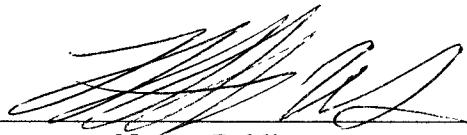
Notary Public

My Commission Expires: 9-9-2017



STATE OF ARIZONA)
) ss
County of Pinal)

The foregoing instrument was acknowledged before me this 8th day of Sept. 2017, by Laura J. Richards, individually.



Notary Public

My Commission Expires: 9-9-2017

